



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, DECEMBER 2, 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. Centennial Art and Poetry Contest Winners Presentation
2. Anchored Vessels Update.

CITIZEN COMMENTS

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

MINUTES

3. November 18, 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

4. **Resolution 99-25**, *Quasi-Judicial* - Promenade Shoppes - Site Plan amendment to add outdoor seating and allow shared parking. (PZ 24-6183)

PUBLIC BUSINESS

5. Approving an annual subscription for GIS Premium Support Services for \$54,700 with Environmental Systems Research Institute (ESRI).
6. Approval of a Work Order No. 2 of Contract EPW 2016-12A with Kimley-Horn and Associates, Inc. for design and engineering services for the Jupiter Community Park Field Replacement Project in the amount of \$65,436.55.
7. Approval of an 82-month Purchasing Agreement for Police Department In-Car Video Systems in the amount of \$1,477,697.84.
8. Approval of the Town's Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program for 2024-2025.
9. Approving a Land License Agreement to utilize Town-owned property on Cypress Drive for stormwater management purposes (S2342)
10. **Resolution 12-25**, Approving the Transfer and Acceptance of the Innovation Way Public Road Right of Way, Infrastructure, and Street Lighting Maintenance.
11. **Resolution 130-25**, Jupiter Narrows Conservation Alliance Resolution of Support.
12. **Resolution 131-25** Approving a Contract to FloridaTours.com, LLC, for a 1-year term with (4) 1 year renewals, for Youth Camp Transportation Services in an amount not to exceed \$171,000 annually.
13. **Resolution 132-25**, Approving a 5-Year Contract to Provide Firefighter Physical Exams with Helix Medical MECNB, LLC.

REGULAR AGENDA

PUBLIC BUSINESS

14. **Resolution 86-25**, Approving a 20-year contract with Core & Main LP for Advanced Metering Infrastructure (W2325) including a 2-year implementation cost of \$13,825,768, and executing a 20-year software and network lease agreement with Sensus USA for an estimated average annual cost of \$355,840, and amending the project budget.
15. **Resolution 120-25**, Approving Contracts to Kirchman Construction Co. (EPW 2025-34A), Arkest, LLC (EPW 2025-34B), Proctor Construction Co. (EPW 2025-34C), and Fierce Construction (EPW 2025-34D) for General Contracting Continuing Services in a combined amount not to exceed \$6,000,000.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings:

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

Tuesday, January 6, 2026, 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.

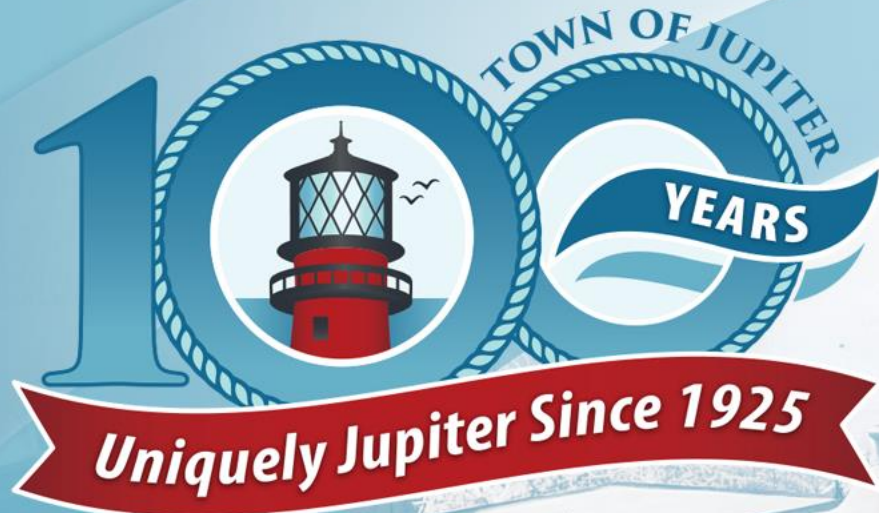
Notices:

*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

Art and Poetry Contest

Contest Awards
December 2, 2025

CENTENNIAL
CELEBRATION
1925 - 2025

Art and Poetry Contest

- “What does Jupiter Mean to Me?”
- Students from Jupiter Area
- Judged by the Town of Jupiter Art Committee

Requirements:

K-5th grade: Submit One piece of art

6-12 grade: Submit Art and essay or poetry



12/02/2025

Art and Poetry Contest

A promotional poster for the Art & Poetry Contest. It has a blue background with orange and white circular accents. At the top left is the Town of Jupiter 100 Years logo. The title 'Art & Poetry Contest' is in large white letters. Below it, a grey box contains the contest prompt: 'What does Jupiter Mean to Me?'. Two bullet points with checkmark icons describe the submission requirements for K-5th and 6-12th grades. A dark blue box states the submission deadline as October 24. Another dark blue box mentions that award winners' art will be displayed at the Jupiter Branch Library and that top winners can win a monetary prize from The Loxahatchee Guild. At the bottom, a white box provides the website for more details and submissions. Two circular inset photos show a child writing on lined paper and a child coloring a drawing with markers.

100 YEARS
TOWN OF JUPITER
Uniquely Jupiter Since 1925

Art & Poetry Contest

Contest prompt:
"What does Jupiter Mean to Me?"

- ✓ Kids in K-5th grade will be submitting one piece of art.
- ✓ Kids in 6th-12th grade will be submitting one piece of art, as well as a 500-word essay or piece of poetry.

Submit before: October 24

Award winners will have their artwork displayed at the Jupiter Branch Library and top winners can earn a monetary prize courtesy of The Loxahatchee Guild!

For more details and to submit your entry, visit jupiter.fl.us/ArtAndPoetry.

Divisions

- Division 1: Kindergarten – 2nd Grade
 - One piece of art
- Division 2: 3rd Grade – 5th Grade
 - One piece of art
- Division 3: Middle School
 - One Piece of art and one essay / poetry
- Division 4: High School
 - One Piece of art and one essay / poetry

Thank you to our Sponsors!



CONNECT. INSPIRE. ENRICH.



12/02/2025

Art and Poetry Contest

Division 1 Winners Kindergarten – 2nd Grade One piece of art



12/02/2025

Art and Poetry Contest

Division 1

1st PLACE

Oliver Qi



Division 2 Winners 3rd Grade – 5th Grade One piece of art



12/02/2025

Art and Poetry Contest

Division 2

2nd PLACE

Shiven Solanki



Division 2

1st PLACE

Ethan Tagle



Division 3 Winners Middle School One Piece of art and one essay / poetry



12/02/2025

Art and Poetry Contest

Division 3

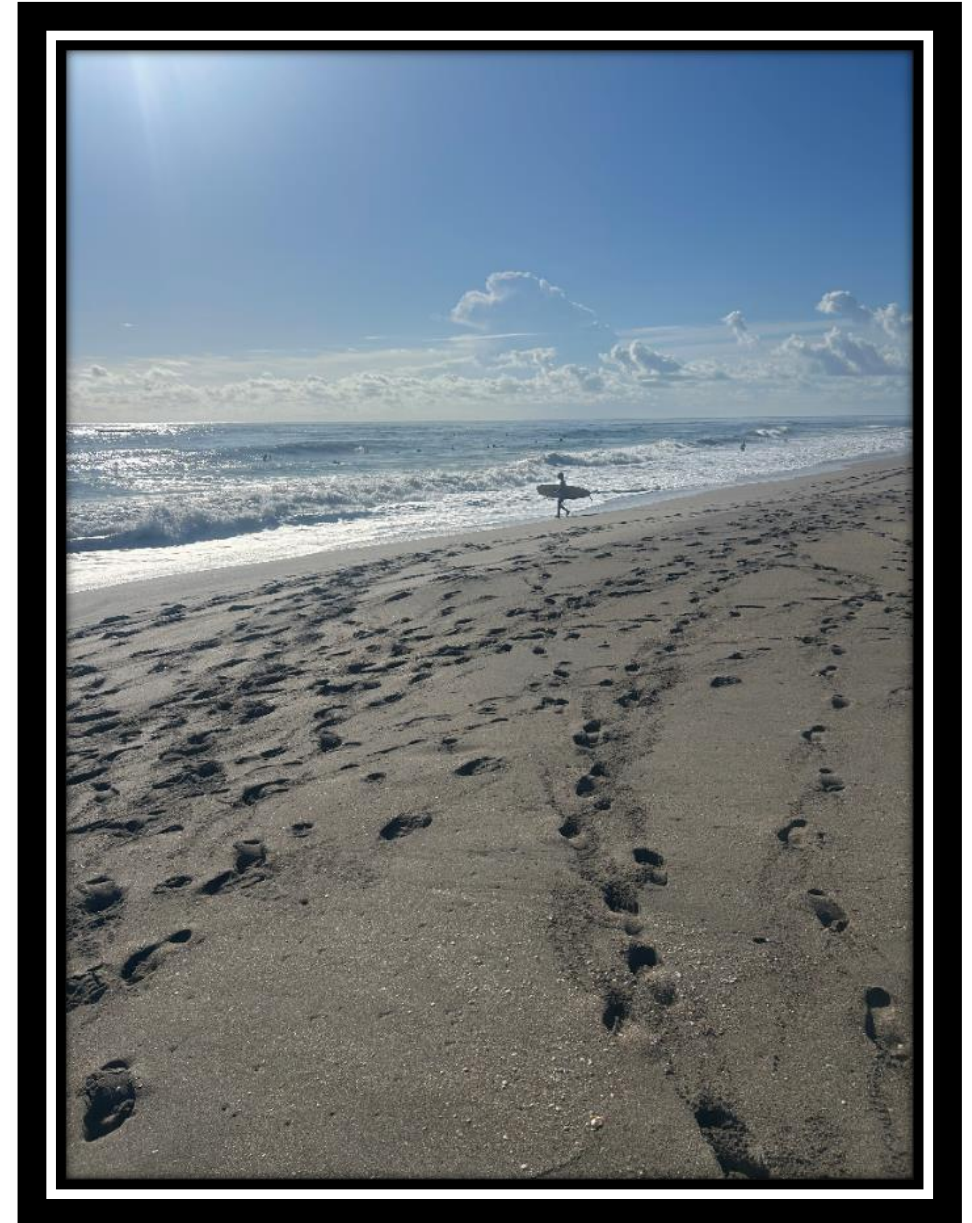
3rd PLACE

Summer Hahner

Poem Title: Jupiter

*Poetry available on Town Centennial
Celebration webpage

12/02/2025



Art and Poetry Contest

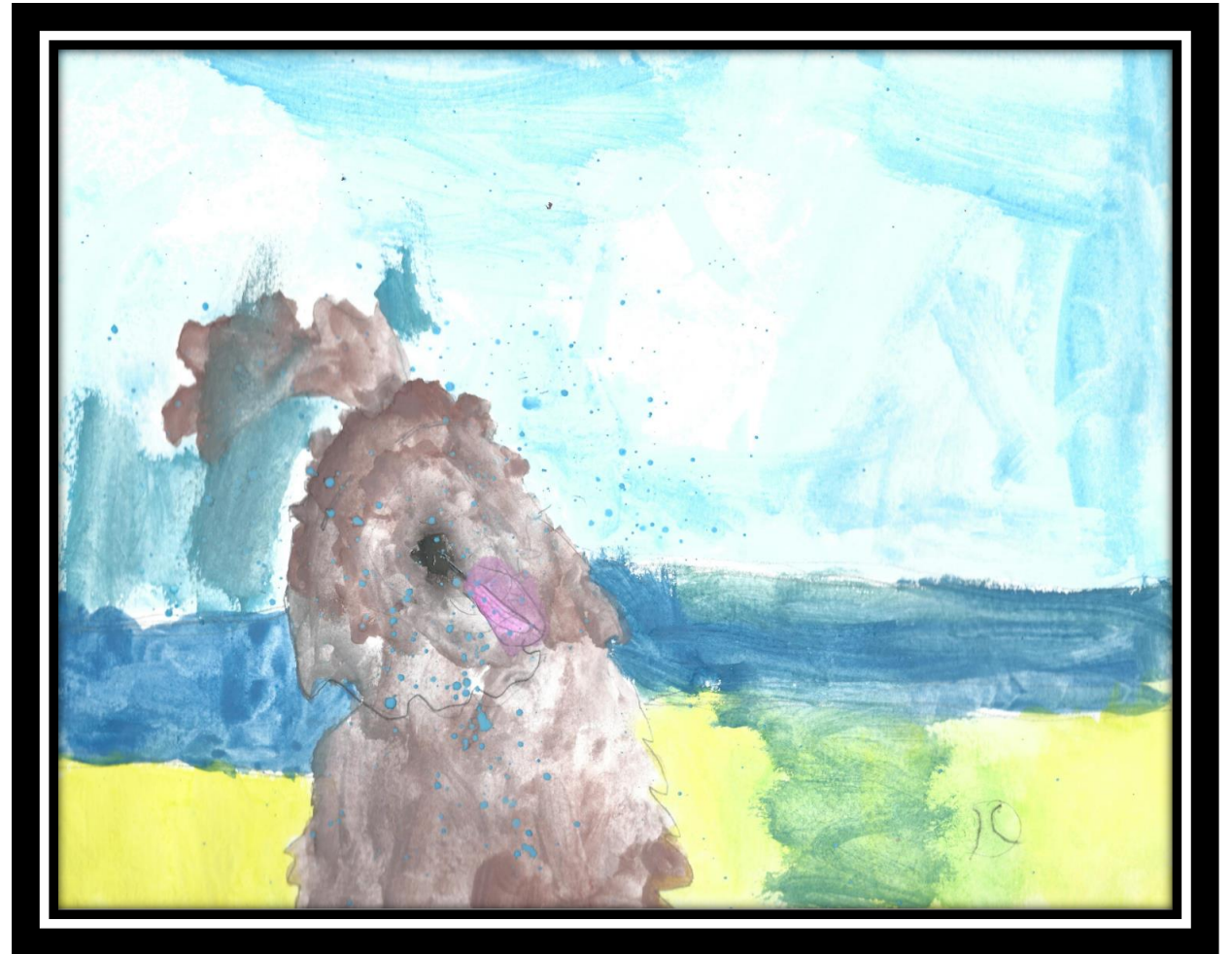
Division 3

2nd PLACE

Belleami Dickson

Poem Title: Jupiter Dog Beach

*Poetry available on Town Centennial
Celebration webpage



Division 3

1st PLACE

Payton Lau

Essay Title: What Jupiter Means to Me

*Essay available on Town Centennial Celebration webpage



12/02/2025



Art and Poetry Contest

Division 4 Winners Highschool One Piece of art and one essay / poetry



12/02/2025

Art and Poetry Contest

Division 4

3rd PLACE

Veronica Scheid

Art and Essay

*Essay available on Town Centennial
Celebration webpage



12/02/2025



Art and Poetry Contest

Division 4

2nd PLACE

Preston Lau

Essay Title: What Does
Jupiter Mean to Me

*Essay available on Town Centennial
Celebration webpage

12/02/2025



Division 4

1st PLACE

Alice Lin

Poem Title: What Does
Jupiter Mean to Me

*Poetry available on Town Centennial
Celebration webpage

12/02/2025



Art and Poetry Contest



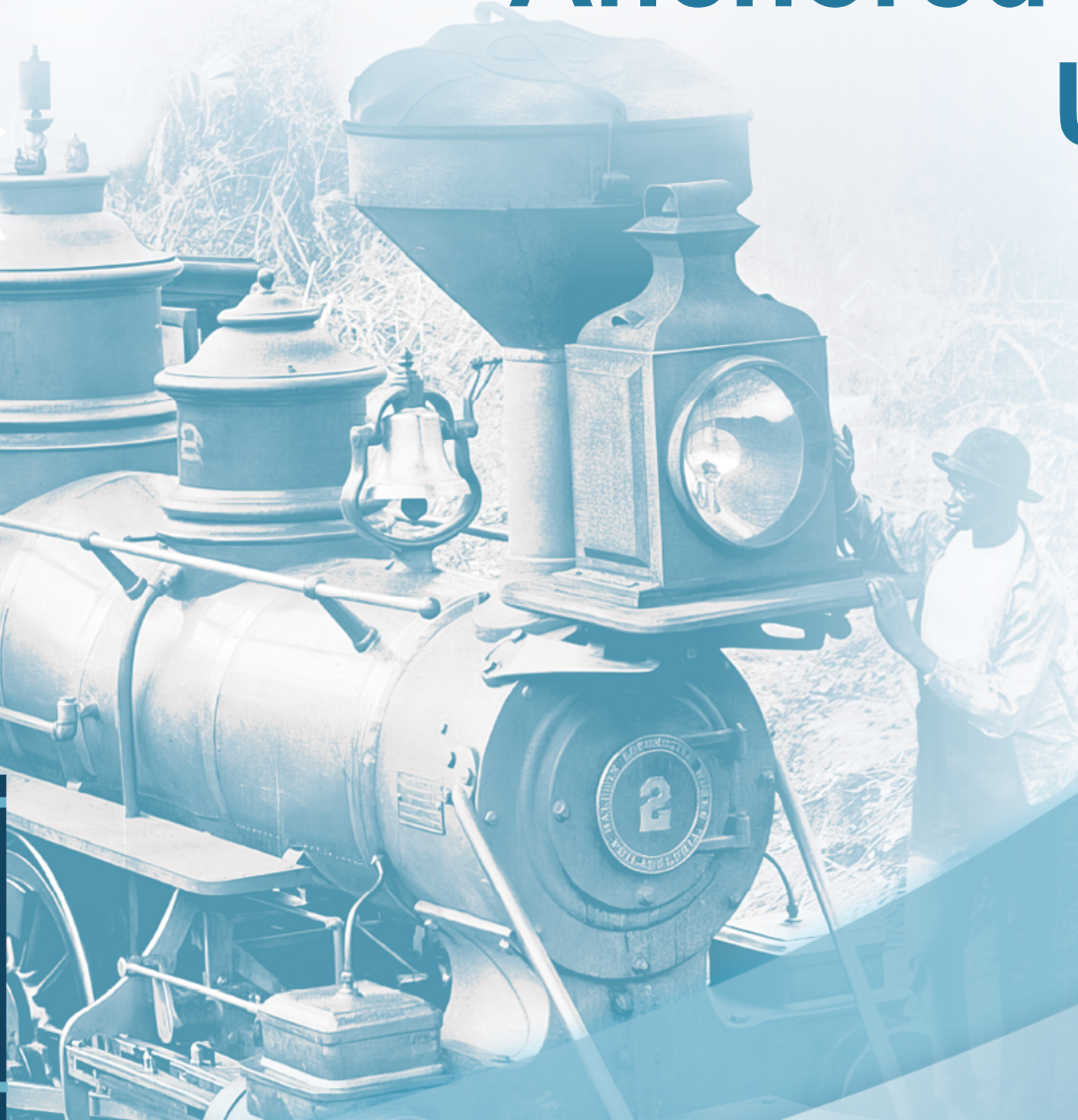
Congratulations to All That Participated!





TOWN OF JUPITER Anchored Vessel Update

CENTENNIAL
CELEBRATION
1925 - 2025



Anchored Vessel Update

- Derelict Vessel Removals
- Current Vessels Anchored in Jupiter's Waterways
- Operation Barnacle Busters
- Legislative Update



Derelict Vessel Removals

- The Jupiter Police Marine Unit coordinated the removal of 3 Derelict Vessels from the waterways in the past year
 - Billy B (August 1, 2025)
 - Obsession II (March 3, 2025)
 - Last Fling (March 3, 2025)
 - Removal numbers are consistent with prior years with 3 vessels removed in 2023 and 2024



Current Status of Vessels

- There are 21 anchored vessels currently being monitored within Jupiter's jurisdiction
 - (5) ICW South of Indiantown Rd
 - (12) Burt Reynolds West
 - (1) Jupiter Inlet
 - (1) Loxahatchee Bridge
 - (2) Sawfish Bay

Operation Barnacle Busters

- Began in September 2025
- Inspection of propulsion systems
- Results to this point
 - September 2025 – 18 Written Warnings
 - October 2025 – 9 Citations
- Regular Monthly/Quarterly Inspections



House Bill 481

- Took effect July 1, 2025
- Enables creation of municipal ordinance to regulate anchored vessels
- Current statute is not well defined
- Bill does not include provisions for vessel removal
- Only 2 local municipalities have enacted ordinances under this statute

House Bill 1149

- Takes effect January 1, 2026
- Creates a permit process allowing for the long-term anchoring of vessels
- Permit program is still being developed by the Fish and Wildlife Commission
- This statute does provide provisions for removal of vessels deemed to be at risk
- Staff will monitor the implementation of this statute and program

Key Takeaways

- Police Department remains proactive in vessel monitoring/enforcement efforts
- Barnacle Busters operation will allow for inoperable vessels to be quickly identified
- Police Department staff is continually monitoring new and proposed legislation
 - HB 481
 - HB 1149



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, NOVEMBER 18, 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.

Councilor Sundstrom extended a warm welcome to Scout Pack 774 and thanked them for attending tonight's meeting.

PRESENTATION

1. JFRD Update.

Deputy Fire Chief Shaw provided a Department update, including an update on the Jupiter Fire Rescue Department's final year timeline, recruiting and hiring, and construction of the fire stations. During his presentation he explained that hiring for the Department would be managed in two phases. The first phase included filling key leadership and administrative roles, which is currently occurring, and the second phase, scheduled to begin in December, included recruiting and hiring Operational Staff.

Deputy Fire Chief Shaw expressed appreciation on behalf of JFRD to other Departments and their Staff for their contributions to the construction of the fire stations. He gave a brief overview of the station construction progress. Deputy Chief Shaw confirmed that JFRD remains on schedule and on budget.

Councilor Guisinger asked where the newly hired firefighters would be stationed after their anticipated start date. Deputy Fire Chief Shaw explained that a comprehensive and complex training program was being crafted, and everyone would be required to complete the training. He noted that when the firefighters begin in June, they would follow a crawl to a walk to a run transition, and training would be done in the field.

Councilor Guisinger and Deputy Fire Chief Shaw discussed the difference between phase one and phase two training. Deputy Fire Chief Shaw also explained that JFRD would have a diverse group of firefighters with varying levels of experience.

Mayor Kuretski expressed his appreciation for the Town Manager's leadership and the monthly updates provided to Council.

CITIZEN COMMENTS

Ms. Laura Bohovsky, resident of Riverside Drive, inquired about cybersecurity resources or classes for families. She also suggested planting plants along the railroad tracks near Riverside Drive and alternate A1A.

Mayor Kuretski provided an overview of the process for citizen comments during meetings. He noted that any projects involving railroad tracks would require significant effort and advised Ms. Bohovsky to contact a congressman or senator regarding her suggestion.

Mr. Frank Kitzerow, Town Manager, mentioned looking at the National Center for Missing and Exploited Children website, because it offered comprehensive training and programs for cybersecurity.

MINUTES

2. November 6, 2025, Town Council Meeting Minutes.

Councilor Choy moved to approve the November 6, 2025, Town Council Meeting Minutes; seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

CONSENT AGENDA

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

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

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

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)

Title of Ordinance 17-25 was read by Mr. Baird.

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.

Ex Parte Communications:

- Vice-Mayor Delaney had conversations with the Applicant.
- Mayor Kuretski had none but had visited the site in the past but not regarding this application.
- Councilor Sundstrom had conversations with Staff and drove by the site.
- Councilor Guisinger visited the site and had a conversation with the property management.
- Councilor Choy had a conversation with Staff.

The Town Clerk swore in seven people.

Mr. Zach Ciciera, representing Cotleur and Hearing on behalf of the Applicant, provided a detailed presentation covering the project request, location, development history, background, existing conditions, benefits to the community, site plan overview, residential perspective, architectural details, elevations, and a summary.

Mr. Peter Meyer, Senior Planner, presented an overview of the Staff Report, which included the Planning and Zoning Commission's recommended approval, traffic performance standards from Palm Beach County (PBC), and additional staff conditions.

Councilor Choy emphasized the importance of women's imaging and expressed that the Applicant had delivered an excellent presentation.

Vice-Mayor Delaney asked Staff to clarify the current status of the southbound traffic lane. Mr. Meyer responded that there was no new update, but the Applicant was coordinating with PBC. He noted that condition twelve permitted modifications, including extending the southbound turn lane and incorporating signalization.

Vice-Mayor Delaney asked if the Applicant was objecting to the condition. Mr. Meyer stated that the Applicant was opposed to both conditions and was working with the County, and noted that anything less would require the Applicant to return to Council.

Mr. Ciciera clarified that they were performing a queuing analysis for that southbound left turn lane and believed it was a separate condition for signalization.

Mayor Kuretski stated that it was a great project. He asked Staff whether they had seen language similar to that in Attachment C (PBC TPS Letter), page 2, under Condition 3(a) and (b). He emphasized that he wanted to ensure the Town was not unduly burdened by the current language. Mr. John Sickler, Director of Planning and Zoning, explained that the matter was addressed by including the letter reference, and that PBC would still retain full control. Mayor Kuretski requested that stronger language be added.

Councilor Sundstrom inquired about the future connection to the adjacent site and whether it could help with traffic. Mr. Ciciera responded that the connection would be part of Phase Four and was expected to alleviate traffic and potentially reduce the need for a traffic light.

Councilor Guisinger asked Mr. Ciciera why, during public outreach, the Homeowner's Association (HOA) was not directly contacted. Mr. Donaldson Hearing stated that the HOA was notified through both regular and registered mail. He noted that one person from the HOA did attend the Zoom call. Councilor Guisinger asked if the board itself had been directly contacted. Mr. Hearing responded that they sent a letter to the HOA's management company.

Councilor Sundstrom asked if it would be possible in the future to use more than one form of communication for outreach.

Councilor Guisinger had no further comments and felt it was a good project.

Councilor Sundstrom was excited for improved connectivity and concurred with the conditions.

Vice-Mayor Delaney noted it as a fantastic addition to the community.

Councilor Choy expressed her support.

Mayor Kuretski suggested amending the language on Page 3, Item 12 to state that the owner shall meet PBC traffic standards, as may be amended by PBC, and should include the conditions numbered 1–3.

Mr. Sickler recommended revising the language to state that the owner shall meet PBC traffic performance standards, as detailed in the Traffic Performance Standards Review Letter dated October 29, 2025, from Moshir Rahman, as duly amended.

Councilor Sundstrom moved to approve Resolution 110-25, as amended; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

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.

George Dzama, Engineering Director, presented Resolution 119-25, requesting approval to award street-resurfacing and roadway-rehabilitation contracts to LP Asphalt, LLC and Timothy Rose Contracting, Inc. The contracts have a maximum combined value of \$10 million over a three-year term, with two optional one-year renewals (potential total: five years). Mr. Dzama stated that the comprehensive, 109-item unit-price contract covers milling, resurfacing, reconstruction, drainage, striping, sidewalk, and paver work, enabling improved cost control, faster project delivery, and more accurate CIP planning. Mr. Dzama also confirmed that the contract could be utilized by other Departments. Mr. Dzama explained bids were about 20% lower than recent comparable work and confirmed both vendors meet the Town's EMR standard. Council discussed vendor qualifications, bid variability, project-prioritization criteria, and budget capacity with Mr. Dzama (approx. \$6.2M in current five-year funding).

Vice-Mayor Delaney moved to approve Resolution 119-25; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

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.

Councilor Sundstrom acknowledged that many of her colleagues attended a recent public hearing of the Legislative Delegation in Jupiter. She stated that the Local Bill related to the Fire Rescue Municipal Service Taxing Unit, which will impact municipalities and the Town of Jupiter, has gone through more changes since it was presented at the public hearing. She also explained that the version before them may now be the final version presented to the Delegation for a vote. She highlighted the major change/revision on line 34 – page 2 of 3 and the impact the changes would have to the Town.

Councilor Sundstrom asked her colleagues to approve the resolution before them tonight expressing that the Council opposes the Local Bill and requesting that the

Delegation reject the bill. She noted the resolution would be circulated to key stakeholders.

Mayor Kuretski thanked Councilor Sundstrom for making them aware of the Local Bill and public hearing and for bringing the resolution forth. Mayor Kuretski recommended not supporting the Local Bill, and commented on the ongoing matters with the County regarding the fire station currently in Burt Reynolds Park.

Mayor Kuretski noted his concerns about additional amendments to the Local Bill, and provided historical information regarding annexations. Councilor Sundstrom provided an overview of the impact from the current changes, and details contained within the Bill Summary for the Local Bill. Councilor Sundstrom commented that there needs to be a roadmap, but didn't believe the current Local Bill was it.

Councilor Guisinger expressed his appreciation for all of the work that was put into the Town resolution. He asked how the Local Bill might do when it gets to the full legislature. Councilor Sundstrom noted that there was no way to tell, and many municipalities were caught off guard because they were not notified beforehand. She expressed hope that the next public hearing for the bill take place in Palm Beach County and not Tallahassee. There was discussion amongst the members about possible next steps for the Local Bill and impacts.

Councilor Sundstrom thanked the Town Clerk and Town Attorney for working on the resolution.

Councilor Guisinger moved to approve Resolution 133-25; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY:

- Municipal Election – Mr. Baird congratulated Councilor Dan Guisinger and Vice Mayor Ron Delaney on their successful campaigns.

TOWN MANAGER:

- Municipal Election - Mr. Kitzerow explained that the qualifying period closed earlier that day and one candidate qualified per open seat. For District 1: Council Member Dan Guisinger won and District 2: Vice Mayor Ron Delaney won. Both ran unopposed; therefore, no election will be held March 2026.

- Employee Recognition - Mr. Kitzerow acknowledged two employees who recently celebrated significant milestones with the Town having 20 years of service, Michael Isham and Frank Barrientos, both with the Utilities Department.
- Carver Avenue Construction - Mr. Kitzerow announced that the construction along Carver Avenue for the wastewater line connection project for the Cinquez Fire Station would begin Monday, December 1. Mr. Kitzerow noted that during this project, the section of Carver Avenue located south of the new park entrance road would be excavated. Mr. Kitzerow stated that a bypass road had been created to maintain full homeowner access during the project. He also encouraged residents visiting Cinquez Park to use the east entrance during the two-week project.
- Fire Station Construction Updates – Mr. Kitzerow continued with updates on the Town's fire station projects, noting the topping-off ceremonies for the Piatt Place and Cinquez Stations. He stated that construction remains on schedule and within budget. He commented on the growth of the Fire Command Staff and shared his recent experience attending a meeting with the expanded leadership team.
- Upcoming Events - Mr. Kitzerow provided a reminder about the following upcoming Town events:
 - Friday, December 5, at 5:00 p.m. - the Town will hold its annual Holiday Tree Lighting Ceremony at the Town Green. He highlighted that it will be the first year at this location. The actual tree lighting is at 6:25 p.m.
 - Saturday, December 6 - Holiday Boat Parade, with boats arriving in Jupiter between 7:30 p.m. – 8:00 p.m.
 - Saturday, December 13, from 3:00 p.m.– 6:00 p.m. – The Town will hold the annual Snow Place Like Jupiter at the Abacoa Community Park.
 - Sunday, December 14 – the JTA Holiday Parade will take place. The theme will be 100 Years of Christmas Cheer honoring the Town's centennial.
 - Mr. Kitzerow also thanked Roger Held for securing approval to reinstall holiday lights at the Lighthouse.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS:

COUNCILOR GUISINGER:

- Presentations -
 - Councilor Guisinger expressed his appreciation to the Applicant and the Staff for their presentations on Resolution 110-25.
 - Councilor Guisinger expressed his appreciation to everyone involved in preparing Resolution 133-25, particularly acknowledging Councilor Sundstrom, the Town Clerk and Staff for their significant work.

COUNCILOR SUNDSTROM:

- Municipal Election - Councilor Sundstrom congratulated Councilor Guisinger for his re-election and thanked him for his dedication, research, and thoughtful

contributions since joining the Council. She expressed how grateful she was to have him serving alongside her, noting his preparedness and the value he adds. She also congratulated Vice-Mayor Delaney for his re-election and for the experience he brings to the Council.

- Councilor Sundstrom commented on the positive impact Resolution 133-25 is expected to have.

VICE MAYOR DELANEY:

- Police Promotion Ceremony - Vice Mayor Delaney reflected on attending the Jupiter Police Department Promotion Ceremony that took place earlier that morning. He shared how rewarding it has been to see Officers advance through the ranks over the years.
- Municipal Election - Vice Mayor Delaney thanked his colleagues for their kind words and warm regards. He expressed gratitude for the opportunity to continue serving along-side them and praised the Council for its diversity of experience and its ability to collaborate effectively.

COUNCILOR CHOY:

- Palm Beach County Mayor Marino's Year in Recap - Councilor Choy expressed her appreciation for the mayor's message on the Power of We.
- Congratulations - Councilor Choy congratulated both Vice-Mayor Delaney, Councilor Guisinger, and the Police Officers promoted earlier in the day.

MAYOR KURETSKI:

- Topping-off of the Piatt Place Fire Station – Mayor Kuretski noted his appreciation for the contractor's emphasis on meeting key project deadlines.
- Town Green - Mayor Kuretski expressed appreciation for how the Town Green has quickly become an active and well-used community space and he looked forward to seeing it come alive during upcoming holiday events.
- Kuretski Family Holiday Decoration Display - Mayor Kuretski announced that the Kuretski Family Holiday Decoration Display would be completed by Thanksgiving and encouraged the community to visit both daytime and nighttime.
- Bush Road Construction Project - Mayor Kuretski requested Staff to provide an update on the Bush Road construction project, including information on the scope of work, anticipated completion, and opportunities to minimize disruptions in future roadway projects. He emphasized that the road is frequently used by residents seeking alternatives to Indiantown Road, making efficient project timelines

particularly important.

ADJOURNMENT – 8:34 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Promenade Shoppes Site Plan Application



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Quasi-Judicial - Promenade Shoppes – Site Plan amendment application for shared parking on a property with less than 250 parking spaces, increase medical use, and to add outdoor seating greater than 500 square feet, on a 3.4± acre property, located at 240 W Indiantown (PZ 24-6183) .

EXECUTIVE SUMMARY

Consideration of a site plan amendment application for shared parking on a property with less than 250 parking spaces, increased medical use, and additional outdoor seating greater than 500 square feet. The Town Attorney has reviewed the Resolution and finds it to be in acceptable form.

ANALYSIS

In 2012, an application including limited outdoor seating was approved for SharkBite Grill to be located where Old Florida Bar and Grill is located today. The approved outdoor seating was originally 500 square feet and included eight bar stools abutting the outdoor courtyard between the two buildings. During the COVID pandemic, the seating area increased beyond the approved amount. The proposed site plan amendment request would allow for the additional seating to remain.

Conditions include requiring a draft shared parking agreement, payment of building impact fees, and a monthly monitoring and maintenance plan for the decorative lighting outlining the building. Additional language was added by staff to address concerns about the decorative lights, raised during the legal review of the resolution. The buildings have decorative lights outlining the roofline. They are not required to meet the minimum lighting standards. Due to the property owner having a history of maintenance issues regarding the light bulbs frequently being burnt out, an enforcement provision was deemed appropriate. Staff added language in Condition #6 to require removal of the lighting if it is not in compliance on two consecutive inspections. The additional language is noted below:

"Should the Town find that the lights are not maintained on two consecutive inspections, the lights shall be removed by the owner within 30 days of the Town's notification of the second failed inspection."

Staff reviewed the changes with the applicant and they have no issues.

PLANNING AND ZONING RECOMMENDATION:

At their August 12th meeting, the Planning and Zoning Commission, recommended approval (by a 5-2 vote with Commissioners Cassatly and Vinson dissenting) subject to conditions in

Resolution 99-25, with modifications to require lightbulb replacement within 10 days of monthly inspection; landscaping in compliance; a photometric study to verify compliance; and removal or proper screening of outdoor chair storage. Staff has inspected the code compliance related issues and confirmed that the owner has addressed the issues.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 99-25
2. Staff Report and Attachments

FUNDING SOURCE

*Funding is not necessary for this request.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

RESOLUTION NO. 99-25

13 **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**
14 **JUPITER, FLORIDA, APPROVING A SITE PLAN AMENDMENT**
15 **FOR SHARED PARKING ON A PROPERTY WITH LESS THAN**
16 **250 PARKING SPACES, TO INCREASE MEDICAL USE, AND TO**
17 **ADD OUTDOOR SEATING GREATER THAN 500 SQUARE**
18 **FEET, LOCATED ON 3.4+/- ACRES AT 240 W INDIANTOWN**
19 **ROAD, AND PROVIDING FOR AN EFFECTIVE DATE.**

20
21
22 **WHEREAS,** Promenade properties of Jupiter, LLC. is the Owner (the "Owner") of
23 approximately 3.4± acres of property, the legal description of which is attached hereto and
24 incorporated as Exhibit A.

25 **WHEREAS,** 2GHO Inc. (the "Applicant"), acting as the authorized agent for the Owner
26 has submitted an application for a site plan amendment for a shared parking agreement, to
27 increase medical use by 926 square feet, and to add 1,220 square feet of outdoor seating (the
28 "Application"); and,

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

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

33 **WHEREAS,** at the hearing, the Town Council considered the evidence presented to it by
34 the Planning and Zoning Department staff, the Owner and Applicant, and other interested parties
35 and members of the public, regarding the Application's consistency with the Town's

Comprehensive Plan and whether the Application 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 of this Resolution 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 a site plan amendment application for a shared parking agreement, to increase medical use by 926 square feet, and to add 1,220 square feet of outdoor seating.

Section 3. The Owner and Applicant, and their 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) Site Plan, prepared by the Applicant, referenced as "SP-1", dated 05/23/25 received by the Planning and Zoning Department 07/29/25.

b) Statement of Use, prepared by the Applicant, referenced as "Statement of Use", dated 07/29/25 received by Planning and Zoning Department 07/29/25.

2) The uses conducted on the subject property shall be consistent with the Statement of Use prepared by the Applicant, dated 07/29/25.

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

62 4) **Shared Parking.** Upon the submission of the final plans, the Owner shall submit a draft
63 shared parking agreement ("Parking Easement"). The form and language of the Parking
64 Easement shall be subject to the approval of the Town Attorney. Within 60 days of the
65 approval of the Parking Easement by the Town, the Owner shall submit the executed and
66 recorded Parking Easement to the Department.

67 5) **Building Impact Fee.** Within 30 days of approval of the Site Plan Approval, the Owner
68 shall pay all impact fees associated with the expanded outdoor seating area.

69 6) **Lighting.** The Owner shall maintain a monthly monitoring and maintenance report to
70 ensure the lights on the building are functioning and any dead bulbs are replaced within
71 10 days of the Owner's monthly inspection. The monthly reports shall be consolidated and
72 provided to the Department by request or at a minimum by January 15th of each year for
73 review. Should the Town find that the lights are not maintained on two consecutive
74 inspections, the lights shall be removed by the Owner within 30 days of the Town's
75 notification of the second failed inspection.

76 7) The placement of any type of vending machines or units which dispense food, beverages,
77 candy, merchandise, products, goods, handbills, or advertising magazines on the exterior
78 portions of the Subject Property within public view, is prohibited.

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

82 **Section 5.** This Resolution shall become effective upon its execution.
83

84 Attachments: Exhibit "A" – Legal Description
85

Legal Description

Lots 1 through 20 inclusive (less North 10 feet SR 706 and less Parcel No. 146 described in that Order of Taking recorded in O.R. Book 6353, Page 278) and North 1/2 of abandoned alley lying South of and adjacent thereto, Lots 21 to 25 inclusive, 27 to 30 inclusive and South 1/2 of abandoned alley lying north of and adjacent thereto of Block 10, Jupiter Townsite Section 1, as recorded in Plat Book 14, Page 11, Public Records of Palm Beach County, Florida. Together with Lot 26 and South 1/2 of abandoned alley lying North of and adjacent thereto of Block 10, Jupiter Townsite Section 1 as recorded in Plat Book 14, Page 11, Public Records of Palm Beach County, Florida.

**Promenade Shoppes Site Plan Amendment
Town Manager's Office**



DATE: December 2, 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: **Quasi-judicial - Promenade Shoppes** – Site Plan amendment application for shared parking on a property with less than 250 parking spaces, increase medical use, and to add outdoor seating greater than 500 square feet, on a 3.4± acre property, located at 240 W Indiantown (**PZ 24-6183**).

Res. #99-25
 PZ 24-6183
 T. Hart

P&Z Commission: 8/12/25
 Town Council: 12/02/25

Project Information

Project Name:	Promenade Shoppes Outdoor Seating and Shared Parking
Owner/Applicant:	Promenade Properties of Jupiter LLC
Agent:	2GHO, Inc.
Location:	240 W Indiantown Road
Acreage:	3.4 ± acres
Future Land use designation:	Commercial
Zoning:	Commercial, General (C-2) in the Pine Gardens District of the Indiantown Road Overlay Zoning District
Existing uses:	Restaurant, retail, medical, and office
Proposed uses:	Increase the approved outdoor restaurant seating by 1,220 square feet and add 926 square feet of medical office.
Request:	Site plan application to add 1,220 square feet of outdoor seating, add 926 square feet of medical office, and enter a shared parking agreement for an existing shopping plaza (see Attachment A).

Applicant Issues

The applicant does not have any issues with the proposed conditions of approval.

Staff Update (11-20-25)

The Planning and Zoning Commission recommendation required follow up with compliance related issues, which staff has addressed with the applicant over the last three months. In addition, a Notice of Violation (NOV) was issued on the property to address landscape compliance, the photometric study, proper screening of outdoor storage, and compliance with previous outdoor seating approvals to ensure these issues could be scheduled for a Code

Magistrate hearing, if needed. The Owner has completed the work to bring the plaza into compliance and provided staff a photometric study demonstrating that the plaza is in compliance with Town lighting code. Staff conducted a site visit on November 18, 2025 to confirm that the owner has addressed all remaining issues.

Due to the ongoing issues with the light bulbs outlining the buildings frequently being burnt out, staff added the following language in Condition #6 of the proposed resolution to state:

“Should the Town find that the lights are not maintained on two consecutive inspections, the lights shall be removed by the Owner within 30 days of the Town’s notification of the second failed inspection.”

Planning and Zoning Commission Action

At their August 12, 2025 meeting, the Planning and Zoning Commission recommended approval of the subject application by a vote of (5-2) with Commissioners Cassatly and Vinson dissenting. The recommendation was subject to the conditions outlined by staff and light bulb replacement within 10 days of monthly inspection; landscaping brought into compliance; a photometric study to verify lighting compliance; removal or property screening of outdoor chair storage; and, for staff to follow up on overall building compliance, including unrelated outdoor dining areas.

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 will be in compliance with the Town Code, subject to the **conditions** recommended in **Exhibit 1**.

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	Commercial (O'Reilly Auto Parts, Marathon Gas, LA Medical)	Commercial / Indiantown Road Overlay Zoning (IOZ) Pine Gardens district with underlying C-2 (Commercial, General) Zoning
South	Residential (Pine Gardens South)	High Density Residential / R1 (Residential, Single-Family)
East	Commercial (Circle K)	Commercial / Indiantown Road Overlay Zoning (IOZ) Pine Gardens district with underlying C-2 (Commercial, General) Zoning
West	Commercial and Residential, (Illustrated Properties and Pine Gardens South)	Commercial / Indiantown Road Overlay Zoning (IOZ) Pine Gardens district with underlying C-2 (Commercial, General) Zoning

Table 2: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Owner’s proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Yes
New daily trips	97
New AM peak hour trips	7
New PM peak hour trips	8

Background

In 2012, an application was approved for SharkBite grill to be located where Old Florida Bar and Grill is located today which included the original outdoor seating approval. The approved outdoor seating was 500 square feet and included eight bar stools abutting outdoor courtyard between the two buildings. During the COVID pandemic, the seating area increased beyond the approved amount that was granted in 2012.

The subject application was submitted in February of 2022 to address the increase in seating and bring the plaza into compliance with the Town Code, but did not respond to comments produced by staff until early 2025. Additional outdoor seating and medical use requires more parking. This precipitates the request for a shared parking agreement to meet the minimum required parking spaces. While the seating is beyond the approved limits, there have not been any documented complaints of inadequate parking at the plaza. In addition, the nearest residential property to the south is approximately 260 feet south. It is important to note that in 2018 there was a complaint filed with Code Compliance regarding outdoor music without a special event permit, however, this violation was brought into compliance and there have been no additional documented issues with the outdoor seating area since.

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 application is consistent with Commercial land use designation of the Future Land Use element of the CLUP.

Outdoor Seating. The proposed application is in conformance with Chapter 27, Article XI, Division 30 of the Town Code, entitled "Outdoor Seating". The proposed application was requested to bring the property into compliance due to the 1,220 square feet increase in outdoor seating that exists (See Figure 1 below). Pursuant to Section 27-2761(c)(1), entitled "Reviewing authority", outdoor seating areas exceeding 500 square feet in any zoning district other than in the Mixed-Use Development District requires Town Council approval. In addition, the shared parking agreement portion of this application also requires Town Council approval. As a result, the subject application is required to go through the public hearing process. In order to provide adequate parking for the use, the applicant has also entered into a shared parking agreement (see **Parking** section below).

Figure 1: Additional Outdoor Seating Area

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

- Pursuant to Section 27-2760(10)(d), “For restaurants greater than 1,500 square feet, ... Outdoor seating areas exceeding 25 percent shall provide additional parking for the entire outdoor seating area.”
- The proposed outdoor seating area accounts for approximately 29 percent of the restaurant square footage, and as a result, needs to be parked at one space per 85 square feet.
- When calculated by the standard parking rates, the total parking required is 179 spaces and the plaza currently provides 163 spaces. As a result, the applicant is requesting shared parking.
- The table below outlines the requested nine percent reduction in required parking based on the proposed shared parking agreement.

Table 3. Shared Parking

Shared parking calculations.						
		Weekday			Weekend	
Uses (square footage)	Minimum code req.	12:00 am - 6:00 am	9:00 am - 4:00 pm	6:00 pm - 12:00 am	9:00 am - 4:00 pm	6:00 pm - 12:00 am
Retail (15,648 SF)	62.59 (1 per 250)	3.13 (5%)	43.81 (70%)	56.33 (90%)	62.59 (100%)	43.81 (70%)
Medical (6,317 SF)	31.59 (1 per 200)	1.58 (5%)	31.59 (100%)	3.16 (10%)	3.16 (10%)	1.58 (5%)
Restaurant (5,510 SF)	64.82 (1 per 85)	6.48 (10%)	32.41 (50%)	64.82 (100%)	32.41 (50%)	64.82 (100%)
Bar Seating (8 Seats)	4.00 (1 per 2 Seats)	.40 (10%)	2.00 (50%)	4.00 (100%)	2.00 (50%)	4.00 (100%)
Outdoor Dining (1,220 SF)	14.35 (1 per 85)	1.44 (10%)	7.18 (50%)	14.35 (100%)	7.18 (50%)	14.35 (100%)
In-line Restaurant (290 SF) ¹	1.16 (1 per 250) *	0.12 (10%)	.58 (50%)	1.16 (100%)	.58 (50%)	1.16 (100%)
Total Req. (28,985 SF)	179	13	118	144	108	130
Parking Provided	163 (9.1% reduction, 25% is maximum allowed)					

- Staff has not observed inadequate parking on the property and no documented instances of inadequate parking have been filed.
- Based on the shared parking request, staff has recommended a condition that the applicant shall **submit a draft shared parking agreement subject to the review and approval of the Town Attorney, and within 60 days of the approval the Owner shall submit the executed and recorded shared parking agreement to the Department.**

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

Building Impact Fees. Due to the expansion of the outdoor seating qualifying as an increase in total square footage, a condition has been included that **within 30 days of approval, the owner shall pay all impact fees associated with the expanded outdoor seating area.**

¹ Per Section 27-1258, shopping centers receive a five (5) percent credit for in-line restaurant square footage that can be parked at 1 per 250 square feet; however, the peak usage percentages were based on the restaurant use.

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 all 12 of the criteria with the recommended conditions of approval.

Attachments:

Attachment A – Statement of Use

Attachment B – Traffic Statement

* Please contact Thatcher Hart at Thatcherh@jupiter.fl.us or 561-741-2464 in order to obtain a copy of the proposed plans or any attachments.

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

Promenade Shoppes
Site Plan Amendment and Shared Parking Request
Town of Jupiter
March 3, 2022
Revised: July 29, 2025

Request

On behalf of the Owner, Promenade Properties of Jupiter, LLC respectfully requests the review and consideration of the submitted site plan amendment application which will allow a use change from professional office to medical office in one bay, at the existing Promenade Properties of Jupiter shopping center. Additionally, the Owner is requesting approval of shared parking for the property.

The Center has a total building area of 27,765 sf, and is located on the south side of Indiantown Road east of Military Trail. The 3.3 Acre site has a land use designation of Commercial and is designated within the Indiantown Road Overlay Zone (IOZ), Parkways subdistrict.

Site History

According to Palm Beach Property Appraiser, the shopping center was built in 2005, and consists of two separate buildings.

Proposed Modifications and Improvements

As previously mentioned, the Owner is proposing to designate 1,703 sf of professional office to medical office in the 250 Building. Note, medical office is a use by right within the IOZ – Parkways subdistrict.

USE	PROPOSED	PREV. APPROVED*	DIFFERENCE
OFFICE/RETAIL	15,648SF	15,287 SF	+361
MEDICAL	6,317SF	4,858	+ 1,459
RESTAURANT	5,800SF	6,450	-650
OUTDOOR DINING	1,220SF	Seating approved prior to 2018	-
OUTDOOR BAR (SEATS ALL OTHERS**	8	-	-

**Previously Approved Square Footages are based on PTC's Traffic Statement*

***Outdoor Seating for Restaurant B was previously approved prior to 2018*

Traffic and Parking

Included in this submittal is a traffic statement prepared by PTC consultants stating that the Owner's proposal is not anticipated to represent a change in the entitled trip generation for the existing shopping center. Moreover, a trip generation analysis was run with the proposed use categories, and resulted in only 7 peak hour trips, thus causing an insignificant impact on the area throughfare roadways.

In addition to the use change, the Owner is also requesting share parking for the property. As the site contains less than 250 parking spaces (163 spaces provided), Town Council approval is required, per Section 27-2830 (3) of the Town's zoning code. Standard code requires the site to provide 179 spaces for proposed uses, however, utilizing an allowable 9.1% reduction through shared parking to address the existing spaces, the Owners are required to provide a minimum of 144 spaces. The existing site has a total of 163 spaces. Consistent with Section 27-2830 of the Town's zoning code, the Owner will prepare and submit a Shared Parking Agreement for review and approval by the Town Attorney, prior to recordation into the Official Records of Palm Beach County.

Landscape Improvements

As requested by the Town, the Applicant is proposing to bring the landscape into compliance. To that end, a landscape improvement plan has been prepared and submitted as part of this resubmittal.

Outdoor Seating

The outdoor restaurant seating has been updated bringing the actual use of the space up to date with parking requirements.

Criteria for Site Plan Review

Site Section 27-175 states that all site plan applications, including modifications to existing approved development orders, must be consistent with the following criteria.

1. The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.
Response: The site is existing, therefore is consistent with the goals, objective, and policies of the Comprehensive Plan.
2. The proposed development is consistent with any applicable, countywide land development regulations.
Response: The request is consistent with countywide land development regulations. The accompanying traffic statement has been submitted to Palm Beach County for their review and approval.
3. The proposed development is consistent with all applicable land development regulations and all other portions of this Code.
Response: The proposed use conversion is consistent with all applicable portions of this code. Please note, that the use conversion from Prof. Office to Medical office is a use that is permitted within the Parkways subdistrict of the Indiantown Road Overlay Zone (IOZ). Additionally, the Owner wishes to utilize shared parking for the property, as allowed by the code.
4. The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.
Response: The proposed use conversion to medical office, will remain consistent with the established area. Medical office use is an allowable use within the zoning district, and consistent with the Commercial land use designation.
5. The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.
Response: The proposed use change has an insignificant impact to the surrounding roadways. Please refer to the traffic statement for more information.

6. There are adequate levels of service for public facilities, including, but not limited to, transportation, water supply, drainage and sanitation, available concurrent with the impact of the development proposed by the applications.

Response: As this is an existing site, there are adequate levels of service for public facilities.

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

Response: There will be no reduction of light and air to the surrounding properties.

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

Response: This is an existing site, and therefore will not adversely affect property values in the surrounding areas.

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

Response: The Owner's proposal does not create a detriment to nearby properties that wish to redevelop in the future.

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

Response: No noise or visual pollution is created with this development.

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

Response: As this is an existing development, the proposed use change does not impact adjacent natural systems or public facilities.

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

Response: The site provides for several trash receptacles, and a seating area.

Conclusion

The submitted application proposes a conversion from professional to medical office, and from shared parking at the existing Promenade Shoppes of Jupiter on Indiantown Road. The proposed use is a use by right within the IOZ: Parkways subdistrict and will not be a detriment to the current function of the center, or the surrounding areas. On behalf of the Owner, Promenade Properties of Jupiter, LLC respectfully request approval of this submitted site plan application.



Transportation Consultants

601 Heritage Drive, Suite 493
Jupiter, FL 33458
(561) 296-9698

August 29, 2024
Revised May 23, 2025

Mr. Richard Witham
Promenade Properties of Jupiter, LLC
50 S. US Highway One, Suite 110
Jupiter, FL 33477

**Re: Promenade Shoppes - #PTC22-032
Concurrency Statement**

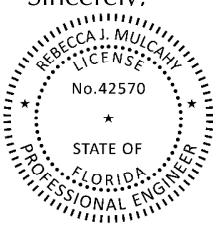
Dear Mr. Witham:

The purpose of this letter is to provide a traffic statement for the above referenced project to determine if the proposed development meets the requirements of Article 12, Traffic Performance Standards, of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The site is located on the southeast corner of Indiantown Road and Hepburn Avenue in the Town of Jupiter, as shown on **Attachment 1**. The Promenade Shoppes is an existing shopping center which has been in operation for over 10 years and is vested for traffic concurrency. It is proposed to modify the mix of land uses and increase the outdoor dining. The Property Control Number (PCN) is 30-42-41-01-03-010-0010.

Attachments 2A through 2C provides the Daily and Peak Hour trip generation comparison for the approved and proposed uses. The maximum net peak hour trip generation is 8 trips. Per Article 12.D.1.C.2, of the Palm Beach ULDC, because the project generates fewer than 21 peak hour trips, a traffic study is not required. Additionally, per Article 12.D.2.A and B, because the project generates fewer than 100 peak hour trips, County review is not required. The project traffic has an insignificant impact on area roadways and is, therefore, in compliance with the Palm Beach County Traffic Performance Standards.

Please contact me at rmulcahy@pindertroutman.com if you need any additional information.

Sincerely,



Digitally signed by
Rebecca Mulcahy
Date: 2025.05.23
10:39:18 -04'00'

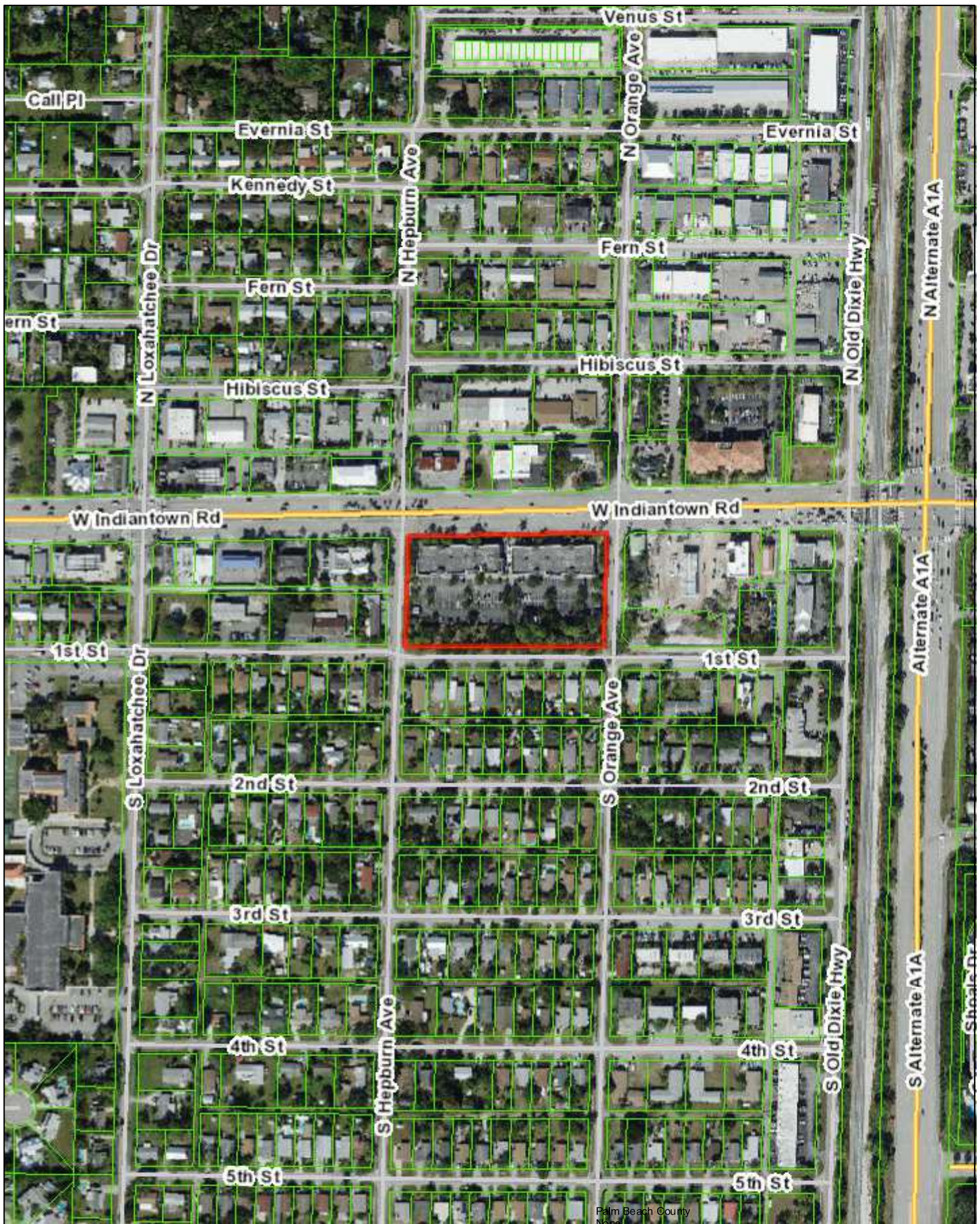
Rebecca J. Mulcahy, P.E.
Vice President

Attachments

Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570

This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 5/23/25 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment 1 Project Location



March 29, 2022

1:4,514

Promenade Shoppes

0 0.0375 0.075 0.15 mi
0 0.05 0.1 0.2 km

Attachment 2A
Promenade Shoppes
Trip Generation - Approved Uses

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips	Internal Trips	External Trips	Pass-by Trips (1)	New Trips
Small Office (<= 10,000 SF)	712	1,170 SF	14.39 / 1000 SF	50%	17	1	16	2	14
Medical Office	720	4,858 SF	T = 42.97(X) - 108.01	50%	101	5	96	10	86
Strip Retail Plaza (< 40k SF)	822	15,287 SF	54.45 / 1000 SF	50%	832	41	791	498	293
High Turnover Sit-Down Restaurant	932	6,450 SF	107.2 / 1000 SF	50%	691	35	656	282	374
TOTAL		27,765 SF			1,641	82	1,559	792	767

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips	Internal Trips	External Trips	Pass-by Trips (1)	New Trips
Small Office (<= 10,000 SF)	712	1,170 SF	1.67 / 1000 SF	82%	2	-	2	-	2
Medical Office	720	4,858 SF	3.10 / 1000SF	79%	12	3	15	1	13
Strip Retail Plaza (< 40k SF)	822	15,287 SF	2.36 / 1000 SF	60%	22	14	36	1	13
High Turnover Sit-Down Restaurant	932	6,450 SF	9.57 / 1000 SF	55%	34	28	62	2	34
TOTAL		27,765 SF			70	45	115	4	62

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips	Internal Trips	External Trips	Pass-by Trips (1)	New Trips
Small Office (<= 10,000 SF)	712	1,170 SF	2.16 / 1000 SF	34%	1	2	3	-	3
Medical Office	720	4,858 SF	3.93 / 1000 SF	30%	6	13	19	1	16
Strip Retail Plaza (< 40k SF)	822	15,287 SF	6.59 / 1000 SF	50%	51	50	101	3	36
High Turnover Sit-Down Restaurant	932	6,450 SF	9.05 / 1000 SF	61%	35	23	58	2	32
TOTAL		27,765 SF			93	88	181	6	87

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 11th Edition.

Attachment 2B
Promenade Shoppes
Trip Generation - Proposed Uses

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In		Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips	
				In	Out	In	Out	In	Out	In	Out		In	Out
Medical Office	720	6,317 SF	T = 42.97(X) - 108.01	50%		163	8	5%		155	16	10%		139
Strip Retail Plaza (<40k SF)	822	15,648 SF	54.45 / 1000 SF	50%		852	43	5%		809	510	63%		299
High Turnover Sit-Down Restaurant	932	7,336 SF (2)	107.2 / 1000 SF	50%		786	39	5%		747	321	43%		426
TOTAL		29,301 SF				1,801	90	5.0%		1,711	847			864

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In		Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips	
				In	Out	In	Out	In	Out	In	Out		In	Out
Medical Office	720	6,317 SF	3.10 / 1000SF	79%	16	4	20	1	5%	16	3	19	2	10%
Strip Retail Plaza (<40k SF)	822	15,648 SF	2.36 / 1000 SF	60%	22	15	37	1	3%	22	14	36	23	63%
High Turnover Sit-Down Restaurant	932	7,336 SF (2)	9.57 / 1000 SF	55%	39	31	70	2	3%	37	31	68	29	43%
TOTAL		29,301 SF			77	50	127	4	3.1%	75	48	123	54	

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In		Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips	
				In	Out	In	Out	In	Out	In	Out		In	Out
Medical Office	720	6,317 SF	3.93 / 1000 SF	30%	8	17	25	1	5%	8	16	24	2	10%
Strip Retail Plaza (<40k SF)	822	15,648 SF	6.59 / 1000 SF	50%	52	51	103	3	3%	51	49	100	63	63%
High Turnover Sit-Down Restaurant	932	7,336 SF (2)	9.05 / 1000 SF	61%	40	26	66	2	3%	38	26	64	28	43%
TOTAL		29,301 SF			100	94	194	6	3.1%	97	91	188	93	

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 11th Edition.

(2) Includes outdoor dining and bar area of 1,536 SF.

Attachment 2C Promenade Shoppes Trip Generation Comparison

	<u>AM Peak Hour</u>				<u>PM Peak Hour</u>			
	<u>Daily</u>	<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>	
Approved Uses	767	39	23	62	44	43	87	
Proposed Uses	864	43	26	69	48	47	95	
Net New Trips:	97	4	3	7	4	4	8	

TOWN OF JUPITER
Annual Subscription with Environmental Systems Research Institute (ESRI) for GIS Premium Support Services



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving an annual subscription for GIS Premium Support Services for \$54,700 with Environmental Systems Research Institute (ESRI)

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to award a sole source purchase order for GIS Premium Support Services (PSS) to Environmental Systems Research Institute (ESRI), in the amount of \$54,700 to provide the highest level of technical and engineering support for the Town's GIS environment and staff.

ANALYSIS

The Town of Jupiter's GIS environment has expanded and matured over the years into a true enterprise-level service providing applications for field crews, integrations with the Town's major business applications, and a comprehensive view of all geographic data for use by Town staff and citizens.

The Premium Support Services program has been designed to meet the needs of ESRI customers, like the Town of Jupiter, who are developing, implementing, and supporting complex, mission-critical GIS applications. With the Premium Support Services program, the Town will benefit from the highest level of technical support that ESRI offers.

Key features include:

- Assigned Technical Account Manager
- 24/7/365 case response and availability
- Unlimited cases for two authorized callers
- One-hour response time for all reported PSS cases
- Daily PSS case communication

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

Staff requests Town Council's approval to issue a sole source purchase order to Environmental Systems Research Institute in the amount of \$54,700 for GIS Premium Support Services subscription.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. ESRI Quote Q559219
2. Sole Source Provider Approval

FUNDING SOURCE

Amount of this Request	\$54,700.00	
Amount Approved in Budget	\$18,233.33	Sources: 40050033–554000 Utilities
Amount Approved in Budget	\$18,233.33	Sources: 45040024–554000 Building
Amount Approved in Budget	\$18,233.34	Sources: 00125013–554000 Information Systems

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



Quotation # Q-559219

Date: September 30, 2025

Customer # 144673 Contract # ENTERPRISE AGREEMENT

Town of Jupiter
IS Dept
210 Military Trl
Jupiter, FL 33458-5786

ATTENTION: Thomas Gates
PHONE: 5617412361
EMAIL: thomasg@jupiter.fl.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/30/2025 To: 12/29/2025

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
117208	1	\$54,700.00	\$54,700.00

Premium Support Domestic Annual Subscription Unlimited Cases Two (2) Authorized Callers. One annual PSS subscription including two authorized callers and Unlimited premium support cases. PSS gives you the convenience of prioritized case management and personalized technical support for Esri customers. Premium Support Services complement and extend existing standard technical support options by providing focused industry-centric support. The PSS program has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications. With the Premium Support Services program, you will benefit from the highest level of technical support that Esri offers. Key features include an assigned Technical Account Manager, 24/7/365 case response and availability, one-hour response time for all reported PSS cases, and daily PSS case communication more information about PSS can be found at <https://support.esri.com/en-us/support-services/premium>.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Nicholas Walker

Email:
nwalker@esri.com

Phone:
(909) 369-7893 x7893

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-559219

Date: September 30, 2025

Customer # 144673 Contract # ENTERPRISE AGREEMENT

Town of Jupiter
IS Dept
210 Military Trl
Jupiter, FL 33458-5786

ATTENTION: Thomas Gates
PHONE: 5617412361
EMAIL: thomasg@jupiter.fl.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/30/2025 To: 12/29/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Nicholas Walker

Email:

nwalker@esri.com

Phone:

(909) 369-7893 x7893

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Attachment 2. Sole Source Provider Approval

Town of Jupiter

Sole Source Provider Approval Form

Department

Information Systems - GIS

Vendor and Vendor# (V- #####)

V-842

Prior Year Expense (if any)

Expected Current Year Expense

\$ 54,700

GL Account Number(s)

00125013-554000

Description of Goods or Services

One annual Premium Support Services subscription. Premium Support Services complement and extend existing standard technical support options by providing focused industry-centric support. The PSS program has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications. Key features include an assigned Technical Account Manager (TAM), 24/7/365 case response and availability, one-hour response time for all reported PSS cases, and daily PSS case communication with the TAM.

Explain Why Vendor Should be Considered Sole Source

Esri is the only source that can grant a right to copy, deploy products and provide technical support in an Enterprise License Agreement.

Select Only Those That Currently Apply

- ☒ No other source can meet the Town's requirements
- ☒ Different brand, make or specifications would be incompatible with currently owned equipment
- ☒ Without modifications to existing Town systems, no other options exist
- ☒ No other after market product meets the Town's and/or system requirements
- ☐ Contract with manufacturer prohibits use of other products
- ☐ Use of alternative products voids current warranty
- ☒ Manufacturer has restricted service and/or sales distribution network which limits Town to this single vendor

Employee Submitting Request (print name)

Thomas Gates

Date

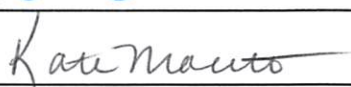
10/15/2025

Signatures:

Department:

Finance:

Town Managers Office:



☒ Director

☐ Asst Director

☐ Director

☒ Asst Director

10/28/2025

11/24/2025

11/24/25



SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: October 8, 2025

TO: Town of Jupiter

FROM: Jackie Ricks, Esri Contracts Specialist I/Contracts & Legal Department

RE: Esri Sole Source Justification for Software Maintenance/Renewal/
Premium Support Services

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **Software Maintenance and Premium Support Services** (technical support plus Esri software updates/upgrades) for the customer's existing software in the United States.

If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Kind regards,



Jackie Ricks

TOWN OF JUPITER
Approval of a Work Order with Kimley-Horn and Associates, Inc.



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Hoffmann, Senior Director, Community Services
SUBJECT	Approval of Work Order No. 2 of Contract EPW 2016-12A with Kimley-Horn and Associates, Inc. for \$65,436.55 for design and engineering services for the Jupiter Community Park Field Replacement Project

EXECUTIVE SUMMARY

Town staff requests approval of Work Order No. 2 with Kimley-Horn and Associates, Inc. (Kimley-Horn) in the amount of \$65,436.55 to provide engineering and design services for all ten (10) multipurpose fields at Jupiter Community Park (JCP) for the field replacement project (CIP R2503). Replacement of the 10 fields will occur over the next 5 years, with 2 fields scheduled for replacement in 2026. The scope of services includes site data collection, preparation of construction documents, permitting assistance, limited bid phase services, and limited construction-phase support.

ANALYSIS

Kimley-Horn was awarded the Town's continuing services contract (EPW 2016-12A) in April 2016, with a five-year renewal approved in April 2021. Town staff has determined that Kimley-Horn and its subconsultants are qualified to provide the required engineering and design services for the Jupiter Community Park field replacement project.

Approval of this item authorizes the Town Manager to execute Work Order No. 2 under Contract EPW 2016-12A in the amount of \$65,436.55 for services, which include site data collection, construction document preparation, permitting assistance, limited bid phase services, and limited construction-phase support.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

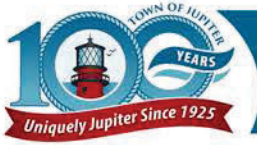
1. WO No. 2 - Jupiter Community Park Field Replacement

FUNDING SOURCE

Amount of this Request	\$65,436.55	
------------------------	-------------	--

Amount Approved in Budget	\$75,000	Sources*: 31032572-546000 - R2503, Athletic Field R&R (CIP)
Additional Funding Requested	\$	Sources*:

For more information or copies of the attachments, please contact Mike Hoffmann at mikeh@jupiter.fl.us or 561-741-2471.



PARKS AND RECREATION

November 17, 2025

Mr. Kevin Schanen, P.E.
Sr. Vice President / Principal
Kimley-Horn and Associates, Inc.
1920 Wekiva Way
West Palm Beach, FL 33411

RE: Contract EPW 2016-12A; WORK ORDER NO. 2
Work Authorization for Jupiter Community Park Field Replacement

Dear Mr. Schanen:

In accordance with your proposal dated November 7, 2025 (attached), you are authorized to provide design and engineering services for the Statement of Work Town of Jupiter Field Replacement Jupiter Community Park, in the amount of:

Statement of Work \$65,436.55

This work shall be performed as Work Order No. 2 to Contract EPW 2016-12A. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed Sixty Five Thousand Four Hundred Thirty Six Dollars and Fifty Five Cents (\$65,436.55).

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed copy to this office. Please mail the signed original to this office.

Approved by:

Frank J. Kitzerow
Town Manager

Kimley-Horn and Associates, Inc.
Acknowledgment and Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Title: _____

**STATEMENT OF WORK
TOWN OF JUPITER
FIELD REPLACEMENT
JUPITER COMMUNITY PARK
November 7, 2025**

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this agreement (the “Agreement”) to the Town of Jupiter (“Town” or “the Client”) for professional consulting services related to the replacement of all ten multi-purpose fields located at Jupiter Community Park. The project understanding, statement of work, project schedule, and compensation are below.

Project Understanding

The Town has requested professional consulting services to replace the ten multi-purpose fields located at Jupiter Community Park. Kimley-Horn will also implement a phasing plan for the field changes, up to five phases, 2 fields per phase. There are no anticipated changes to the current field layout or field lighting within this scope of work. Any changes to the current layout may result in additional services. Improvements to the park’s stormwater infrastructure, including the areas adjacent to the multi-purpose fields, are currently under construction. Kimley-Horn will rely on the survey, provided by the Town, which includes the project area; therefore, additional survey is not anticipated at this time.

Desired improvements consist of new ‘TifTuf’ Bermudagrass sod, associated soil underlay, new irrigation system, and tie-ins to the existing stormwater infrastructure. The existing irrigation source is anticipated to require replacement along with the other system components due to age and construction impacts. Field drainage will be included utilizing standard details.

Limited bid and construction phase services including construction observation have been included.

Statement of Work

Based on our project understanding, we offer the scope of services described below.

Task 1 - Site Data Collection

Kimley-Horn will conduct a site visit to observe the project area and identify potential opportunities and constraints that may impact the design of the improvements prior to the kickoff meeting.

KH will attend a kickoff meeting with Town staff to discuss the project. The purpose of the kick-off meeting is to discuss the project scope, goals and objectives, review specific improvements requested, discuss potential construction budget, schedule, observations

made during data collection, and discuss the permits required. KH will request and review available record drawings and surveys for the site and incorporate appropriate record data into the base maps.

Task 2 - Construction Documents

Based on the feedback received during the project kick-off meeting, Kimley-Horn will prepare 90% and 100% construction plans and specifications consisting of the following information for each site:

- Cover Sheet
- General Notes and Specifications
- Demolition Plan
- Stormwater Pollution Prevention Plan
- Phasing Plan
- Field Layout Plan and Details (up to two field sizes)
- Field Grading and Drainage Plan and Details
- Site Grading and Drainage Plan and Details
- Irrigation Plan and Details

General notes and specifications will be contained on the plans. No separate technical specification documents will be provided. Kimley-Horn will prepare an Opinion of Probable Construction Cost for the proposed work for the Town's budgetary purposes at the 90% and 100% design stages. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of KH's experience and judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual costs will not vary from KH's opinion(s) of cost.

Kimley-Horn will revise the bid documents up to two times, responding to two rounds of Town staff's review comments after completion of the 90% construction documents. We will present Bid Document progress to Town staff, at up to two meetings, once at 90% completion and the other at 100% completion design stages.

Task 3 - Permitting Assistance

Kimley-Horn will assist the Town to prepare and submit applications to the following agencies for the improvements:

- Jupiter Engineering Permit
- Jupiter Building Permit (courtesy review in advance of the selected contractor submitting the formal application only)

Kimley-Horn will make one round of revisions to the permit documents upon receipt of Town staff's review comments. All permitting, application, and similar fees will be paid for directly by the Town.

Task 4 – Limited Bid Phase Services

It is Kimley-Horn's understanding that the Town will provide front-end bid documents for the bid set and Kimley-Horn will provide the bid form.

Kimley-Horn will attend a pre-bid meeting and issue up to two addenda in response to interested contractor questions or requests for information during the bid process, during the established question period. All responses will be approved by the Town prior to issuance. The addenda responses are limited to 20 staff-hours.

It is understood that the Town will administer the contractor procurement process.

Task 5 – Limited Construction Phase Services

Kimley-Horn will provide the following services for Phase 1:

- Kimley-Horn will review up to five Shop Drawings, Submittals, Samples and other data which the Contractor is required to submit, but only for general conformance with the contract documents. Such review will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, procedures of construction or to related safety precautions/programs. Review of each Shop Drawing, Submittal, and/or Sample is limited to 2-rounds of reviews each.
- Kimley-Horn will respond to up to six reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the implementation drawings to the Client, as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from implementation drawings will be made by the Client.
- Kimley-Horn will perform up to two site visits to observe the Contractor's progress. An additional site visit will be performed with the Town and Contractor, for substantial completion of the site. Visits and observations are not intended to be exhaustive or to extend to every aspect of the contractor's work in progress. Observations are limited to spot checking, selective measurement, and similar methods of general observation of the work based on the Consultant's exercise of professional judgment.

Assumptions/Clarifications

Additional Services

Any services not specifically provided in the above Statement of Work will be considered additional services and can be performed on a lump sum basis in accordance with our

contract with the Town upon authorization of future proposals. Additional services that can be performed include, but are not limited to, the following:

1. Artificial Turf Field Design
2. Site Plan Modifications
3. Utility surveys and soft digs
4. Preparation of a Boundary survey and/or survey abstraction
5. Sketch and legal description development
6. Geotechnical Investigations / Engineering
7. Structural Engineering
8. Electrical Engineering
9. Zoning/Site Plan Approval Assistance
10. Grant Application/Administration Assistance
11. Archeological Services
12. Construction Observation (Site visits in addition to those noted above and not otherwise performed by the Town)

Information and Services Provided by Client

The Town shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Available survey and record information regarding the project site in electronic AutoCAD format
- Access to the project site

Kimley-Horn shall be entitled to rely on the completeness and accuracy of any information provided by the Town in the performance of professional services.

Assumptions

- Geotechnical investigation is not required due to the extent of the soil replacement requested.
- Field layout plans to include striping for soccer and football only.

Specifications for sports equipment (lighting, goals, goal post, bleaches, etc.) is not included in the scope of work.

Project Schedule

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed-upon schedule.

Compensation

Kimley-Horn will perform the services in Tasks 1-5 for the lump sum fee of \$65,436.55. All application, permitting, and similar project fees will be paid for directly by the Town. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date.

Closure

In addition to the matters set forth herein, our work shall be subject to, and only to, the terms and conditions set forth in the Contract between the Town of Jupiter and Kimley-Horn and Associates (EPW 2016-12A) which is incorporated herein by reference. As used in the Contract, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Town" shall refer to The Town of Jupiter.

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue a Work Order in accordance with this Contract.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Sr. Vice President /Principal



Tricia Richter, PLA
Project Manager

Attachment

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	JCP - Field Replacement									
CLIENT:	Town of Jupiter									
ESTIMATOR:	TCR 11/07/25									
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)									
See Statement of Work	QC Manager	Proj. Manager	Sr. Engineer	Sr. LA	Proj Eng.	LA	Strct. Eng.	Sr. Admin.	EXP	LINE TOTAL
Task 1 - Site Data Collection										
Site Visit				4.0	4.0			1.0		\$1,144.12
Kickoff Mtg		2.0		2.0	2.0					\$1,001.74
Record Information Review		1.0		1.0	1.0	4.0		2.0		\$1,080.47
Base Mapping				2.0	4.0			1.0		\$834.22
Task 2 - Construction Documents										
Construction Plans										
Cover Sheet						1.0				\$103.86
General Notes						4.0				\$415.44
Demolition Plan		1.0			5.0					\$788.16
SWPPP	1.0	1.0	2.0		10.0					\$1,950.72
Phasing Plan	2.0	1.0		2.0		10.0				\$2,086.42
Field Layout Plan and Details	3.0	1.0	5.0	2.0		25.0				\$4,791.80
Field Grading Plan and Details	3.0	1.0	10.0	2.0	42.0					\$7,735.02
Site Grading and Drainage Plan	3.0	1.0	10.0	2.0	48.0			2.0		\$8,562.54
Irrigation Plan and Details	2.0	1.0		6.0	2.0	35.0				\$5,523.84
Comment Response (90%)	3.0	2.0	4.0	4.0	10.0	10.0		2.0		\$4,869.68
Comment Response (100%)	2.0	2.0	2.0	2.0	10.0	10.0		2.0		\$3,950.02
OPC updates (90% and 100%)	4.0	2.0	4.0	4.0	8.0	5.0		2.0		\$4,380.54
Meeting Attendance (up to two meetings)		4.0		6.0	4.0			1.0		\$2,395.46
Task 3 - Permitting Assitance										
Jupiter Engineering Permit Coordination / Comment Response		0.5	1.0	1.0	2.0	2.0		1.0		\$962.79
Jupiter Building Permit Courtesy Review / Comment Response		0.5	1.0	1.0	2.0	2.0		1.0		\$962.79
Task 4 - Limited Bid Phase Services										
Pre-Bid meeting		2.0	2.0		2.0					\$1,050.32
Bid Addenda		2.0	1.0	1.0	8.0	8.0				\$2,520.27
Task 5 - Limited Construction Phase Services										
Submittal/Shop Drawing Review		2.0	4.0	4.0	10.0					\$2,913.08
RFI/Clarifications		2.0	3.0	3.0	6.0					\$2,136.65
Site Visits		4.0		4.0	8.0	8.0				\$3,276.60
TOTALS	23.0	33.0	49.0	53.0	188.0	124.0	0.0	15.0	\$0.00	
LABOR (\$/HOUR)	\$251.28	\$235.36	\$179.24	\$154.95	\$110.56	\$103.86	\$161.65	\$82.08	1.0	
ALLOCATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTALS	\$5,779.44	\$7,766.88	\$8,782.76	\$8,212.35	\$20,785.28	\$12,878.64	\$0.00	\$1,231.20	\$0.00	\$65,436.55

TOWN OF JUPITER
Approval to Purchase Mobile Video Recording Systems for the Police Department



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Donald Hennessy, Interim Chief of Police
SUBJECT	Approval of an 82-month purchasing agreement with Axon Enterprises for mobile video recording systems for police vehicles in the amount of \$1,477,697.84

EXECUTIVE SUMMARY

Approval of this sole source purchasing agreement with Axon Enterprises Inc. for an 82-month term, with a total cost of \$1,477,697.84 would allow for the purchase and operation of video recording equipment in 77 marked police vehicles. This agreement will expire at the same time as the master Axon agreement in FY 2032, which provides for body-worn cameras, TASERs, and the evidence.com platform.

ANALYSIS

The Jupiter Police Department's current in-car video system is no longer supported for warranty repairs and/or replacement. This older camera system required officers to transfer video footage from a memory stick to an in-house computer, which was very time-consuming, keeping officers off the road for extended periods of time. The Axon Enterprise Inc. "Fleet 3" in-car camera system integrates directly with Axon Enterprise, Inc. servers which allow for automatic, rapid uploads of video evidence directly to the Evidence.com platform currently in use by the Police Department.

The Axon Inc. "Fleet 3" in-car mobile video recording system is equipped with two cameras, including one front camera to record officer interactions, and one rear camera to monitor detained suspects or prisoners. In addition, the Axon Inc. "Fleet 3" system is equipped with an integrated Automated License Plate Recognition (ALPR) system that operates using the "Flock" ALPR software that the Town currently operates. The ALPR provides officers with real-time alerts for the identification and recovery of stolen vehicles, wanted persons, missing and/or endangered children/adults, and persons who have committed serious and violent crimes.

In 2024, the Police Department purchased (2) Axon "Fleet 3" in-car video systems that are currently installed and active within the fleet, under a separate 5-year purchasing agreement through Axon, Inc. They have proven to be reliable and integrate seamlessly with the Axon body-worn camera system.

The annual cost breakdown of the agreement per year is:

FY 2026 - \$198,679.53
FY 2027 - \$210,995.61
FY 2028 - \$210,995.61
FY 2029 - \$210,991.61

FY 2030 - \$210,995.61
FY 2031 - \$213,831.19
FY 2032 - \$221,204.68

Approval of this purchasing agreement will allow for increased accountability, training, and evidence collection, while minimizing time spent by officers having to transfer video footage to the evidence.com system that is currently in place.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Axon Quote
2. Axon Sole Source Form and Letter
3. Master Services and Purchasing Agreement-Axon

FUNDING SOURCE

Amount of this Request	\$ 1,477,697.84	
Amount Approved in Budget	\$ 272,985.00	Sources: PD Operating Budget. 00135021-554000
Additional Funding Requested	\$1,279,018.31	Sources: FY2027-FY2032 subject to appropriation

For more information or copies of the attachments, please contact Interim Chief Donald Hennessy at dhennessy@jupiter.fl.us or 561-741-2236.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-671876-45932BR

Issued: 10/02/2025

Quote Expiration:

Estimated Contract Start Date: 01/01/2026

Account Number: 112799

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Jupiter Police Dept - FL 196 Military Trl Jupiter, FL 33458-5788 USA	Jupiter Police Dept - FL 210 MILITARY TRL JUPITER FL 33458-5786 USA Email: paulh@jupiter.fl.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Paul Harrington Phone: 5617412244 Email: 0651@jupiter.fl.us Fax:

Quote Summary

Program Length	82 Months
TOTAL COST	\$1,477,697.84
ESTIMATED TOTAL W/ TAX	\$1,477,697.84

Discount Summary

Average Savings Per Year	\$81,498.88
TOTAL SAVINGS	\$556,909.02

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$198,679.53	\$0.00	\$198,679.53
Dec 2026	\$210,995.61	\$0.00	\$210,995.61
Dec 2027	\$210,995.61	\$0.00	\$210,995.61
Dec 2028	\$210,995.61	\$0.00	\$210,995.61
Dec 2029	\$210,995.61	\$0.00	\$210,995.61
Dec 2030	\$213,831.19	\$0.00	\$213,831.19
Dec 2031	\$221,204.68	\$0.00	\$221,204.68
Total	\$1,477,697.84	\$0.00	\$1,477,697.84

Quote Unbundled Price:	\$2,034,495.82
Quote List Price:	\$1,683,648.44
Quote Subtotal:	\$1,477,697.84

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	82	\$282.38	\$233.56	\$233.56	\$1,474,697.84	\$0.00	\$1,474,697.84
B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	81	\$306.85	\$254.26	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$1,477,697.84	\$0.00	\$1,477,697.84

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced 10 Year	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	77	1	12/01/2025
Fleet 3 Advanced 10 Year	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	77	1	12/01/2025
Fleet 3 Advanced 10 Year	101924	AXON FLEET - TAOGAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	77	1	12/01/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	77	1	12/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	12/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	77	1	12/01/2025
BUNDLE - OUTPOST WITH TAP 10YR	102032	AXON OUTPOST - CAMERA	10	1	01/01/2026
BUNDLE - OUTPOST WITH TAP 10YR	102126	AXON OUTPOST - BATTERY AND CHARGER ENCLOSURE - STANDARD	10	1	01/01/2026
BUNDLE - OUTPOST WITH TAP 10YR	102127	AXON OUTPOST - SOLAR PANEL	10	1	01/01/2026
BUNDLE - OUTPOST WITH TAP 10YR	102128	AXON OUTPOST - POLE	10	1	01/01/2026
BUNDLE - OUTPOST WITH TAP 10YR	102165	AXON OUTPOST - CAMERA MOUNT	10	1	01/01/2026
BUNDLE - OUTPOST WITH TAP 10YR	102134	AXON OUTPOST - TAP REFRESH ONE - BATTERY	10	1	07/01/2028
BUNDLE - OUTPOST WITH TAP 10YR	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	10	1	01/01/2031
BUNDLE - OUTPOST WITH TAP 10YR	102160	AXON OUTPOST - TAP REFRESH TWO - BATTERY	10	1	01/01/2031
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	77	1	10/01/2032
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2	1	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	77	01/01/2026	10/31/2032
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	77	01/01/2026	10/31/2032
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	154	01/01/2026	10/31/2032
BUNDLE - OUTPOST WITH TAP 10YR	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	10	02/01/2026	10/31/2032

Services

Bundle	Item	Description	QTY
BUNDLE - OUTPOST WITH TAP 10YR	102136	AXON OUTPOST - STANDARD INSTALLATION	10
BUNDLE - OUTPOST WITH TAP 10YR	102139	AXON OUTPOST - INTERNET ACCESS	10
BUNDLE - OUTPOST WITH TAP 10YR	102143	AXON OUTPOST - UPGRADE INSTALLATION	20
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	77
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	77
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OUTPOST WITH TAP 10YR	102161	AXON OUTPOST - EXT WARRANTY - EXTERNAL BATTERY	10	01/01/2026	10/31/2032
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	77	12/01/2026	10/31/2032
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	77	12/01/2026	10/31/2032
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	12/01/2026	10/31/2032
BUNDLE - OUTPOST WITH TAP 10YR	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	10	01/01/2027	10/31/2032
BUNDLE - OUTPOST WITH TAP 10YR	102137	AXON OUTPOST - MAINTENANCE	10	01/01/2027	10/31/2032

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	196 Military Trl	Jupiter	FL	33458-5788	USA

Payment Details

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Prorated Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	\$195,679.53	\$0.00	\$195,679.53
PSO Fee	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$3,000.00	\$0.00	\$3,000.00
Total				\$198,679.53	\$0.00	\$198,679.53

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	\$0.00	\$0.00	\$0.00
Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	\$210,995.61	\$0.00	\$210,995.61
Total				\$210,995.61	\$0.00	\$210,995.61

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	\$0.00	\$0.00	\$0.00
Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	\$210,995.61	\$0.00	\$210,995.61
Total				\$210,995.61	\$0.00	\$210,995.61

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	\$0.00	\$0.00	\$0.00
Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	\$210,995.61	\$0.00	\$210,995.61
Total				\$210,995.61	\$0.00	\$210,995.61

Dec 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	\$0.00	\$0.00	\$0.00
Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	\$210,995.61	\$0.00	\$210,995.61
Total				\$210,995.61	\$0.00	\$210,995.61

Dec 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	\$0.00	\$0.00	\$0.00

Dec 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	\$213,831.19	\$0.00	\$213,831.19
Total				\$213,831.19	\$0.00	\$213,831.19

Dec 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	77	\$221,204.68	\$0.00	\$221,204.68
Annual Payment 6	B00063	BUNDLE - OUTPOST WITH TAP 10YR	10	\$0.00	\$0.00	\$0.00
Total				\$221,204.68	\$0.00	\$221,204.68

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/2/2025



Town of Jupiter

Sole Source Provider Approval Form

Department

Police

Vendor and Vendor# (V- #####)

Taser International - V6021

Prior Year Expense (if any)

\$ 371,397

Expected Current Year Expense

\$ 570,451

GL Account Number(s)

00135021-554000, 00135021-552000

Description of Goods or Services

The Axon Fleet 3 systems are in-car video systems that record outside the windshield from the officer's vehicle. There is a secondary camera that records the back seat of the police vehicle to monitor prisoner activity. In addition to video recording capability, these cameras also act as license plate readers, alerting officers to things such as stolen vehicles or missing persons.

Explain Why Vendor Should be Considered Sole Source

The Fleet 3 system is intertwined with the Jupiter Police Department's current Axon body camera systems, for which the Town has a multi-year contractual obligation. Both police vehicle video and the officer's body-worn cameras work under the same system and are saved to the Axon cloud system already in place.

Select Only Those That Currently Apply

- ☐ No other source can meet the Town's requirements
- ☒ Different brand, make or specifications would be incompatible with currently owned equipment
- ☐ Without modifications to existing Town systems, no other options exist
- ☐ No other after market product meets the Town's and/or system requirements
- ☐ Contract with manufacturer prohibits use of other products
- ☐ Use of alternative products voids current warranty
- ☐ Manufacturer has restricted service and/or sales distribution network which limits Town to this single vendor

Employee Submitting Request (print name)

Capt. Marc Bujnowski

Date

11/24/2025

Signatures:

Department:

☒ Director☐ Asst Director

11/24/25

Finance:

☐ Director☒ Asst Director

11/24/2025

Town Managers Office:

11/24/25



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

1/17/2025

To: Jupiter Police Department

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Digital Evidence Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges

¹ Axon is also the sole developer and offeror of the Axon Evidence (Evidence.com) data management services. Axon Evidence is both a division of Axon and a data management product solution offered by Axon. Axon Evidence is not a separate corporate entity.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
 4. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- TASER CAM HD optional 4-year extended warranty, item number 26763
10. Battery Packs for X26P and X2 Energy Weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
 11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
 - TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
 12. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
 13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 14. Energy Weapon Holsters:
 - Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
 15. Enhanced HALT Suit Model: 100623
 16. TASER Simulation Suit II Model 44550
 17. TASER 7 conductive target Model: 80087
 18. Blue X26P Demonstrator/LASER Pointer Model: 11023



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Products & Services Descriptions

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- 13-hour battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allows wearers to request that a supervisor watch their livestream and provide guidance. (Requires Axon Respond)
- Configurable automatic activation capabilities
- Option of 4:3 or 16:9 aspect ratio
- Multiple mounting options available for a variety of needs, uniforms, and use cases
- Real-time support allows supervisor or dispatcher to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Video Recall allows for recovery of footage up to 18 hours prior in the event a camera was not activated
- Fast-charge cable (20 percent in 30 minutes) with magnetic disconnect
- Optional point-of-view (Flex POV) camera module
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability (requires the Axon Respond operations platform)
- “Find my camera” feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Vehicle Unit

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER energy weapons and other Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Digital Evidence Management System (DEMS)

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Deleted files are sent to a deletion queue for 7 days, to help prevent unintentional deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Easily redact videos utilizing Redaction Studio within the system. With the optional Redaction Assistant add-on, leverage additional features that includes automated assistants of heads, license plates, and screens

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Purpose-built user interface based on prosecutors' and public defenders' workflow. Optimizes evidence collection, management and review functionalities, and disclosure capabilities
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Ability to collect digital evidence from LEAs not using axon products today via a trusted user or an ingestion portal
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Axon Justice Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management
- Chain of custody reports with extensive audit trail



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Free sharing with partners
- Customer-defined data retention policies

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Evidence Local Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon App

- Free application (app) for iOS and Android mobile devices
- Allows user access to key features of Axon Evidence, Axon Records, Axon Standards on the go
- Manage evidence missing ID & categories. Create and submit reports
- Initiate Community Requests

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Detectives can begin their investigations, and records clerks can update information exchanges on things like missing people or stolen property as a draft report exists
- Close integration with Axon Evidence sharing allows fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust APIs allow data to be easily ingested and pushed out to other systems—preventing data silos
- In-context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data, which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Controlled access based on pre-defined users, groups, and permissions
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs case management and use of force and professional standards reporting
- Can be deployed with and used alongside Axon Records, while ensuring Use-of-Force data remains safely silo'ed and permissioned
- Deep integration with Axon Evidence for efficient, digital, and secure sharing of records and cases
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Data Store allowing custom summary reports and integration into 3rd-party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Fusus

- Integration with Axon Fusus for Axon Fleet cameras and body cameras for location and/or live streaming.
- Integration with Axon Signal Sidearm, TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Integration with Axon Air, Skydio, and Dedrone systems.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos. Technology agnostic platform enables integration of a vast array of third-party technologies as required by the agency.
- Complete leveraging of Axon Evidence (Evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in- depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Draft One

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five minutes of an incident ending, without having to dock camera (this feature requires Axon Respond+)
- Create a single narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Axon Evidence)
- Integrates with Axon Records, allowing you to insert narratives into your report



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
 - Axon Body 3 Dock – 8-Bay Model AX1026
 - Axon Body 3 Dock – 1-Bay Model AX1027
 - Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104
- Axon Dock – 8-Bay for Axon Body 3 Model: 74210
- Axon Dock – Individual Bay for Axon Body 4 Model: 100201
- Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, and third-party storage (100 GB)..
2. **Officer Safety Plan 10 Plus (Officer Safety Plan 10+):** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal

² Technology Assurance Plan for warranties and refreshes. Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

³ Additional configuration may be needed to ensure Axon Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more.

⁴ License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), and third-party video storage (100 GB), third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ and Axon VR training.

3. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm,³ Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (unlimited), Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ Axon VR training, Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.⁶
4. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
5. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
6. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
7. **Axon Core 10:** Pays for TASER 10 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence license, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),³ and Axon Respond.
8. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
9. **Officer Safety Plan:** Includes an X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
10. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body-worn camera (BWC) with the TASER Assurance Plan (TAP)², Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,³ Axon Standards⁴, Axon Respond, Axon Respond+, and third-party storage (100 GB).
11. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+):** Includes a TASER 7 energy weapon, Axon Body-worn camera, Axon Evidence , unlimited BWC and Axon capture storage, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, third-party storage (100 GB), Axon Performance, Axon Community Request, Axon Investigate

⁵ License subscription only. Does not include implementation costs. Available for agencies with 50+ sworn officers.

⁶ For more details on Fusus tiers, reach out to your account manager.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ and Axon VR training.

12. **Officer Safety Plan 7 Premium:** Includes a TASER 7 energy weapon, Axon BWC with TAP, Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, third-party storage (unlimited), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ Axon VR training, unlimited Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.⁶
13. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
14. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
15. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
16. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
17. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P energy weapons.
18. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Axon Evidence for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
19. **Axon Core 7:** Pays for TASER 7 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence License, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),³ and Axon Respond.
20. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.
21. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
22. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.

This Master Services and Purchasing Agreement ("**Agreement**") is between Choose an item. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

Title: Master Services and Purchasing Agreement between Axon and Agency

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



AXON

Master Services and Purchasing Agreement for Agency

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Choose an item., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

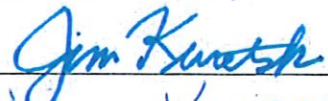
Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON: Axon Enterprise, Inc.

Choose an item.

DocuSigned by:
 Signature: 
 65DAEBB131A4424...
 Name: Bobby Driscoll
 Title: VP, Assoc. General Counsel
 Date: 10/31/2023 | 1:22 PM MST

AGENCY:

Town of Jupiter
 Signature: 
 Name: Jim Kuretski
 Title: Mayor
 Date: 10/26/23



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription")
- b. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access



Master Services and Purchasing Agreement for Agency

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

-
- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



Master Services and Purchasing Agreement for Agency

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

-
- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



Master Services and Purchasing Agreement for Agency

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM Service options are listed below:

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining Agency's Axon Evidence account

Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of Axon equipment

Creating and monitoring RMAs on-site

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon's Device Management team

Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to **identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement for Agency

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement for Agency

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security



risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

TOWN OF JUPITER
Approval of the Town's Consolidated Annual Performance Evaluation Report (CAPER)
for 2024-2025



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Donald Hennessy, Interim Chief of Police
SUBJECT	Approval of the Town's Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program for 2024-2025

EXECUTIVE SUMMARY

Neighborhood Services is requesting Town Council's approval of the submittal of Program Year (PY) 2024-2025 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) to Housing and Urban Development (HUD).

The Town of Jupiter is an entitlement community and receives an annual allocation of Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD). These funds help the Town address the housing and community development objectives outlined by HUD, which include benefiting very low to moderate-income persons, aiding in the prevention or elimination of slums or blight, and urgent need.

The Consolidated Annual Performance and Evaluation Report (CAPER) is designed to report on the progress of activities identified in the Annual Action Plan (AAP). The CAPER provides an overview of the Town's efforts and accomplishments in addressing its identified community development needs and priorities during FY2024-2025.

The three documents (Consolidated Plan, Annual Action Plan and CAPER) correlate with the jurisdiction's overall goals for the community based on identified needs. The CAPER also addresses other public and private resources available to carry out identified activities and projects in the program year. Throughout the CAPER, expended amounts refer to actual costs the Town has been reimbursed and are reflected in the Integrated Disbursement Information System (IDIS).

The draft CAPER was completed in November 2025. A public notice was published in the Palm Beach Post on November 17, 2025, making the document available for public review and comment over a minimum of a 15-day period. Public comments, if any, resulting from this process will be incorporated into the "Citizen Participation Plan" section prior to electronic submittal to HUD via the Integrated Disbursement and Information System (IDIS).

ANALYSIS

Neighborhood Services is requesting Town Council's approval of the submittal of Program Year (PY) 2024-2025 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) to Housing and Urban Development (HUD).

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Public Notice 2024-2025
2. Jupiter CAPER 2024-2025

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager at Satuo@jupiter.fl.us or 561-741-2524.

PUBLIC NOTICE

TOWN OF JUPITER, FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER FY 2024/2025)

November 17, 2025

The Town of Jupiter has completed its Consolidated Annual Performance Evaluation Report (CAPER FY 2024/2025) as required by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 91. This report assesses the Town's performance for FY 2024-2025 relative to the expenditure of funds provided by HUD and other public and private entities.

The report is available for public review beginning Tuesday, November 18 to Tuesday December 2, 2025 between the hours of 8:00 A.M. and 5:00 P.M., Monday - Friday, at the Neighborhood Services Division, 196 Military Trail, Jupiter, FL 33458, and the Town's website at www.jupiter.fl.us.

Written comments regarding this report may be submitted to Neighborhood Services Division at 196 Military Trail, Jupiter, FL or email to SatuO@jupiter.fl.us, on or before 5:00 P.M., on Monday, December 2, 2025.

The Jupiter Town Council will hold a Public Hearing on the CAPER FY 2024-2025 on Tuesday, December 2, 2025, at 7:00 p.m. in the Town Council Chambers, located at 210 Military Trail, Jupiter, FL 33458, to solicit comment and approve the report. Interested parties are encouraged to attend and participate.



**COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM**

**CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT (CAPER)
FY 2024-2025**



December 30, 2025

Table of Contents

Executive Summary.....	2
CR-05 - Goals and Outcomes	3
CR-10 - Racial and Ethnic composition of families assisted.....	5
CR-15 - Resources and Investments 91.520(a)	6
CR-20 - Affordable Housing 91.520(b)	8
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	10
CR-30 - Public Housing 91.220(h); 91.320(j)	12
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j).....	13
CR-40 - Monitoring 91.220 and 91.230.....	16
CR-45 - CDBG 91.520(c)	16

Executive Summary

The Town of Jupiter is an entitlement community that receives an annual allocation of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). These funds are used in the community to work toward HUD's housing and community development goals, which focus on supporting low- to moderate-income residents, preventing or eliminating slums and blight, and addressing urgent need.

The Consolidated Annual Performance and Evaluation Report (CAPER) outlines the Town's overall progress on activities listed in the Annual Action Plan (AAP). For FY 2024-2025, the CAPER highlights the Town's accomplishments in meeting community development priorities and marks the third year of work under the 2022–2026 Consolidated Plan.

Together, the Consolidated Plan, Annual Action Plan, and CAPER align with the Town's overall goals based on identified needs of the community. The CAPER also addresses other public and private resources available to carry out identified activities and projects in the program year. All reported expenditures reflect actual reimbursed costs, as documented in the Integrated Disbursement Information System (IDIS).

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

The Town of Jupiter has prepared the FY 2024-2025 CAPER as required by HUD, which outlines the use of CDBG funds during the third program year of the 2022-2026 Consolidated Plan period, covering October 1, 2024 to September 30, 2025.

The information provided in this CAPER gives a review of the activities and accomplishments associated with FY 2024-2025.

Below is a summary of the Town's accomplishments and highlights for FY 2024–2025.

Roof Replacement

The Town assisted single-family homeowners with roof replacement. Priority was given to seniors and disabled low-income households in the Town.

Person Assisted: 2

Expenditure: \$43,349.10

Fire Equipment - Cinquez Fire Station

The Town of Jupiter used funding to purchase fire and rescue equipment for the Cinquez Park Fire Station. The project included acquiring a new 4x4 Brush Truck, Hurst Extrication Tools, and Self-Contained Breathing Apparatus (SCBA) units. These upgrades have enhanced the station's emergency response capabilities and improve public safety, particularly low- and moderate-income residents.

Expenditures: \$111,293.00

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing Rehabilitation	Affordable Housing	CDBG: \$43,349.10	Homeowner Housing Rehabilitated	Household Housing Unit	5	5	100%	2	2	100%
Public Facilities Infrastructure	Non-Housing Community Development	CDBG: \$111,293	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3,980	2,705	68%	625	625	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The Town continues its goal to provide safe, decent affordable housing with roof replacement of existing homes to low- to moderate income residents. This year, funding supported two senior households who otherwise could not have afforded the repairs.

The Town also assisted with providing funds for fire equipment for the Cinquez Park Fire Station service area. The equipment will aid the town's fire department in their emergency response capabilities and improve public safety, particularly to low- and moderate-income residents.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1
Black or African American	1
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	2
Hispanic	0
Not Hispanic	2

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 provides an aggregate of race and ethnicity data for households assisted through the Roof Replacement program. The accomplishment data from Roof replacement activity is reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public - federal	\$594,270.97	\$208,664.93
CDBG-CV	Public - federal	\$24,769.58	\$0

Table 3 - Resources Made Available

Narrative

In FY 2024-2025, the Town expended funds from multiple CDBG open years. The table above details the resources made available during the program year as well as funds expended during the program year.

The federal resources available for the implementation of projects during FY 2024-2025 are identified in Table 3. Total CDBG resources available in FY 2024-2025 were:

- \$273,367 (new CDBG allocation FY 2024-2025)
- \$320,903.97 unexpended CDBG funds from prior years
- The Town expended \$208,664.93 in CDBG funds during FY 2024-2025

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Town of Jupiter	80%	80%	Public Improvement
Townwide	20%	20%	Planning and Administration
Townwide	Previous years allocation		Roof Replacement
Town of Jupiter	Previous years allocation		Fire equipment for Cinquez Park station/ service area

Table 4 – Identify the geographic distribution and location of investments

Narrative

The geographic distribution identified above are funds identified in the FY 2024-2025 Annual Action Plan. During this program year, funding supported roof replacements for two low- to moderate income families in the Town of Jupiter. The Town was also allocated funds towards the Cinquez Park Fire Station, aiding the surrounding community by providing the station fire equipment to support emergency response efforts.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The Town has leveraged town funds as well as other federal funds for public improvement projects.

The Town does not have any publicly owned land or property located within the jurisdiction to address affordable housing.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	2	2
Number of households supported through Acquisition of Existing Units	0	0
Total	2	2

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During this program year, the Town successfully met all of its planned goals. One of the town's goals was the rehabilitation of single-family homes to ensure safe and affordable housing, particularly for elderly low-income residents. Through the housing rehabilitation program, the Town completed two roof repairs for senior homeowners, helping them maintain safe living conditions and remain in compliance with community standards.

In addition to housing efforts, the Town allocated CDBG funds toward other essential community projects, including improvements at the Cinquez Park Fire Station. The purchase of fire equipment will enhance the department's capacity to provide timely aid and rescue services to residents, particularly those living in low- to moderate-income areas.

When it comes to homelessness, data at both the County level and within Jupiter shows that the Town has relatively few homeless individuals. Because of this, CDBG funds were not used to directly serve the homeless population. However, efforts to prevent homelessness were supported. The Town, along with community partners, provided services funded through other sources, such as food distribution, referrals to free primary medical care, connections to public assistance, and access to Palm Beach County shelters.

Discuss how these outcomes will impact future annual action plans.

The Town's future Action Plan outlines how CDBG funds will be utilized , with a focus on housing rehabilitation and community improvement. By sharing these plans, the Town will raise community awareness and clearly highlight the steps being taken to provide support. This reassures residents that resources are in place to stabilize the ongoing housing challenges affecting everyone .

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	0
Low-income	1
Moderate-income	1
Total	2

Table 7 – Number of Households Served

Narrative Information

Two households assisted in the roof replacement program one family was low income (31-50% AMI) and the second participant moderate income(51%-80% AMI).

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Town of Jupiter does not directly oversee services for the homeless population but collaborates with local partner agencies that do. As there are no homeless shelters in the Town, the Jupiter Police Department assists individuals experiencing homelessness by transporting them to the Palm Beach County's Lewis Center for intake and assessment through an Interlocal agreement. At the Lewis Center, trained outreach workers connect with unsheltered individuals and provide information about available resources and supportive services. In addition, the Jupiter Police Department's Community Outreach Unit (COU) coordinates an annual count of the Town's homeless with the County's Homeless Outreach Team (HOT).

Addressing the emergency shelter and transitional housing needs of homeless persons

Jupiter works in partnership with local organizations to provide emergency shelter services when needed. The Town has two designated emergency shelters, Independence Middle School and Palm Beach Gardens High School, which are activated during storms or other emergencies in coordination with the American Red Cross and local emergency management.

The Town also participates in Palm Beach County's Continuum of Care and collaborates with organizations such as the Pearl Mae Foundation, Jupiter Medical Center (JMC), and HealthyMe (formerly MyClinic) to address emergency sheltering concerns for subrecipients. These agencies received CDBG and CDBG-CV funding during the national public health pandemic, with a focus on addressing social determinants of health. In addition, the Homeless Coalition of Palm Beach County and Community Partners of South Florida provide transitional housing programs that offer temporary housing solutions while supporting individuals and families on their path to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Town's allocation is not enough to provide a staff position or fully fund services to aid all individuals at risk of homelessness. In response, Neighborhood Services has pursued innovative partnerships with local nonprofit organizations within the Town's limits. Organizations such as the Pearl Mae Foundation, Jupiter Medical Center, and HealthyMe assist residents being discharged from hospitals, helping reduce the risk of homelessness through healthcare referrals and supportive services.

Beyond the Town's limits, nonprofits across Palm Beach County play a vital role. Holy Ground PBC provides shelter and mentoring to young mothers and their children experiencing homelessness. There is also Villages of Hope, offering independent living, residential support and life skills development for emancipated foster youth and homeless youth. Through these organizations, the Town is able to connect residents with critical housing and supportive services and extend beyond its own resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Town of Jupiter participates in Palm Beach County's Continuum of Care (CoC), which connects residents to a wide range of housing resources and supportive programs. These include Permanent Supportive Housing, HUD-VASH, Supportive Services for Veteran Families (SSVF), Emergency Solutions Grant (ESG) Rapid Re-Housing, and the Homeless and Housing Alliance's (HHA) Housing Stabilization Program. These programs are designed to meet the needs of individuals and families who are homeless or at risk of homelessness, offering both immediate assistance and long-term housing stability solutions.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Town of Jupiter actively engages in different collaborations aimed at strengthening coordination between public and private housing providers and local mental health, governmental health and service agencies.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Town of Jupiter does not have a Public Housing Authority. Parties requiring assistance in public housing or those desiring to transition to home ownership will rely upon Palm Beach County's public housing authority.

Actions taken to provide assistance to troubled PHAs

The Town of Jupiter does not have a Public Housing Authority. Parties requiring assistance in public housing or those desiring to transition to homeownership will rely upon the County's public housing authority.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Workforce Housing (WFH) remains a priority for the Town. The Town has a number of policies in the Comprehensive Plan to provide adequate WFH to meet future needs, including protecting existing housing stock, establishing criteria for WFH, providing density bonuses for WFH, and requiring nonresidential linkage fees to support WFH. In 2015, the Town developed a workforce housing program in its land development regulations (LDRs). The WFH program established inclusionary housing requirements, density bonuses for workforce housing, nonresidential linkage fees, and criteria and regulations for both for-sale and rental workforce housing. There are two rental communities in the Town that include WFH units. The Barcelona Jupiter apartment complex has 75 WFH units and the Centre at Abacoa includes 6 WFH units. Three off-site, for-sale WFH units were recently constructed in the Limestone Creek future annexation area as required by the development order for a 15-unit luxury condominium project in town. The LDRs also allow for accessory residential units on the second floor in commercial districts and allows accessory residential by special exception in three of the town's four Industrial districts. The Town continues to identify WFH strategies and opportunities to promote the long-term availability of workforce housing options for residents.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The Town continues to address the challenges of meeting underserved needs by funding public service programs that support low to moderate income residents, youth and individuals experiencing homelessness. The Town places a strong emphasis on community engagement, utilizing public meetings demographic analysis and community data to ensure residents have meaningful opportunities to provide their input on how funds are allocated to best address their needs.

The primary obstacle to meeting underserved needs in the Town is limited financial resources, which constrains the Town's ability to expand services. To address this concern, the Neighborhood Services task force identifies and partners with local service providers who share the goal of enhancing services for vulnerable populations. Through these collaborations, the Town remains able to maximize available resources and strengthen the impact of its programming.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Town continues to require risk assessments to identify lead-based paint hazards and

implements interim controls when hazards are found. The building department distributes state lead-based paint hazard brochures to raise awareness, while Neighborhood Services and Code Compliance officers partner together to identify units needing education on possible hazards and connect residents with available resources.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Town does not provide direct services that specifically reduce the number of poverty but partners with local agencies that help address the needs of poverty- level families in the Town. Through in-kind leasing, the Town has supported El-Sol, which provides health services, workforce assistance and educational resources to predominantly migrant families. The Town also partners with HealthyMe, a free social service hub offering health and social service referrals for adults in need of assistance.

The Neighborhood Services Department continues to pursue interagency agreements with community providers, including agencies affiliated with Children’s Services Council of Palm Beach County, to expand services for residents. Particularly those that focused on financial literacy, self-sufficiency, and employable skills.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town continues to strengthen relationships with external organizations and internal departments to implement projects, programs and services identified in the Annual Action and Consolidated Plans.

Key partners include El Sol, the Palm Beach County Department of Housing and Economic Sustainability, Treasure Coast Regional Planning Council, Palm Beach County Senior Services, and Palm Beach County Human Services. The Town departments integrally involved in the administration of the CDBG program are the Police Department, Engineering Department, Finance Department, Parks and Recreation, Planning and Zoning, and Utilities. The Town regularly reviews the Consolidated Plan to identify and address gaps in the institutional structure, ensuring efficient program delivery and coordination.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Jupiter actively engages in several collaborations to strengthen coordination between public and private housing providers and governmental health, mental health, and service agencies. These efforts include partnerships with Habitat for Humanity and the Palm Beach County Children’s Council.

In 2015, the Town of Jupiter established a Workforce Housing Program Steering Committee to

evaluate its affordable housing policies. The committee included Town staff, non-profit housing organizations, developers, residents, representatives of financial institutions, and the Jupiter Police Department. This initiative resulted in the creation of a comprehensive housing development framework , including a density bonus program, to encourage private sector participation and expand affordable housing opportunities

To address service delivery gaps and improve instructional coordination, the Town has established cross-departmental teams. The CDBG Taskforce meeting that consist of Neighborhood Services, Utilities, Administratiion, Police Department, Finance, Engineering, Planning & Zoning and Parks & Recreation meets quarterly to review progress and align future projects. In addition, the Neighborhood Topics group, consisting of members from the Neighborhood Services Department, Code Compliance, Building Department, Administration, Planning & Zoning Department, Jupiter Police Department, Engineering Department and Recreation Department also meets as needed. The team's purpose is to develop strategies to resolve challenges affecting the neighborhoods with a particular focus on low to moderate income areas.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Town of Jupiter undertook several initiatives to address potential impediments to fair housing choice and to support Affirmatively Furthering Fair Housing (AFFH). The Town collaborated with task force members to identify strategies and solutions to advance fair housing goals.

As part of public outreach, an informational session on fair housing was provided during the Annual Action Plan public hearings. In addition, the Town ensures visibility of fair housing by including the Fair Housing logo on all CDBG related advertising materials as well as on the Neighborhood Services Department webpage. These efforts promote awareness and reinforce the Town's commitment to equal housing opportunities.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town remains committed to seeking non-government organizations (NGOs) to include in the public outreach plan including neighboring public housing agencies and section 3 residents. Outreach efforts have been broadened to include Women and Minority Owned Business Enterprises (W/MBE) by working with department heads during the development of bidding documents to encourage and educate vendors on available opportunities.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town of Jupiter placed a Legal Ad in the major regional newspaper, the Palm Beach Post, on November 17, 2025. Notice of the document's availability was also posted on the Town's website. The notice provided instructions to the public about how to retrieve the document online or in person and advised of a comment period ending in 15 days. The Town website: [Public Notices | Jupiter, FL - Official Website](#)

PUBLIC COMMENT PERIOD: A draft of the CAPER was available for public review and comment beginning Tuesday, November 18 to Tuesday December 2, 2025 and was available for viewing at <https://www.jupiter.fl.us/1524/CDBG-Plans-Documents>

In addition to the CAPER, citizens are provided an opportunity to provide input into the Town's programs. Meetings are held several times every year to generate discussions related to community development needs, impediments to Fair Housing, the allocation of CDBG resources, the performance of the CDBG program, and other topics.

The CAPER will be discussed at the Town Council meeting on Tuesday, December 2, 2025 at 7:00 p.m. in the Town Council Chambers, located at 210 Military Trail, Jupiter, FL 33458, to solicit comments and approve the report. Interested parties are encouraged to attend and participate.

Add comments received during the public comment period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives

and indications of how the jurisdiction would change its programs as a result of its experiences. N/A

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants? No

[BEDI grantees] Describe accomplishments and program outcomes during the last year. N/A

TOWN OF JUPITER
Land License Agreement for 1666 N. Old Dixie Highway



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a Land License Agreement to utilize Town-owned property on Cypress Drive for stormwater management purposes (S2342)

EXECUTIVE SUMMARY

Requesting approval to assign and convert the existing land lease agreement with Rinker Materials of Florida (aka Cemex) for 1666 N Old Dixie Highway to a new property owner, The Suites, LLC, a Florida limited liability company and to execute a land license agreement.

On April 3, 2007, by adoption of Resolution 39-07, the Town of Jupiter entered into land lease agreements with several property owners on Cypress Drive that allowed Town-owned property to be utilized for specific purposes by the respective abutting private property owners. The Town acquired the land in 2005, by Quit-Claim Deed, from the Northern Palm Beach County Improvement District after construction of drainage improvements in the area.

Rinker/Cemex, the original leaseholder of Town-owned land, sold the property at 1666 N Old Dixie and no longer has functional use of the leased land. The new property owner, The Suites, LLC, a Florida limited liability company, desires to take over operation and maintenance responsibility of the stormwater improvements previously constructed on the Town's property by Rinker/Cemex, and enter into a land license agreement with the Town for use of the Town's property. To relieve the Town of property tax responsibilities, the land lease agreement with Rinker/Cemex will be concurrently assigned and converted to a land license agreement with The Suites, LLC, a Florida limited liability company, where responsibility for payment of property taxes is assigned to the Licensee. The land license agreement with The Suites, LLC for 1666 N Old Dixie Highway will be used for stormwater treatment, management and conveyance purposes.

The land license agreement with The Suites, LLC, included as Attachment 1 contains the legal description and sketch for the subject town-owned parcel of land, is signed by the current property owner, and in general includes the following provisions:

- Licensee is responsible for maintenance of the property;
- Licensee is responsible to provide insurance for the property, naming the Town as an additional insured;
- Licensee is responsible to fully indemnify the Town;
- Tax responsibilities are placed on Licensee;
- Ten-year agreement term with provision for one ten-year renewal;

- Annual payments to the Town at a rate of \$0.529 per square foot, with annual escalation based on the most recent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is less;
- Annual payments due December 1st of each year;
- Late fees, in an amount of 5% of the annual fee for payments received after December 5th of each year;
- Upon the termination or expiration of the agreement, Licensee shall surrender the land to the Town in the condition as received except for ordinary wear and tear which Licensee was not otherwise obligated to remedy under any provision of this License.

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

ANALYSIS

Rinker/Cemex, the original leaseholder of Town-owned land, sold the property at 1666 N Old Dixie and no longer has functional use of the leased land. Town Council approval is requested to assign and convert the land lease agreement with Rinker/Cemex for 1666 N. Old Dixie Highway to the new property owner, The Suites, LLC, a Florida limited liability company, to a land license agreement allowing the use of the Town-owned land parcel for stormwater treatment and management purposes.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Real Property License Agreement
2. Location Map

FUNDING SOURCE

*Funding is not necessary for this request.

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

REAL PROPERTY LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made this ____ day of December, 2025, by and between the **Town of Jupiter** ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and **The Suites, LLC**, whose business address is 30 N Gould St, Suite R, Sheridan, Wyoming 82801 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a certain parcel of property located in Section 31, Township 40 South, Range 43 East, and more specifically described in the drawing and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of December 2025 in an amount of \$22,804.60, based on a rate of \$0.529 per square foot. Each year thereafter that the License is in effect, the annual fee shall be increased each year on December 1st based upon the most recent annual change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after December 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation upon the date of written notice from the TOWN.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, any bills for special assessments, ad valorem taxes and/or any other taxes of whatsoever kind or nature levied by the United States of America, state of Florida, Palm Beach County, TOWN, or any special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. UTILITY CHARGES

6.1 The LAND contains a pumping station installed by Cemex (fka Rinker) with electrical service. All charges on the LAND for utilities, including but not limited to water electric, gas, sewer, fiber, and the like shall be paid by LICENSEE, within thirty (30) days after the date of such invoices. TOWN shall not be liable for any interruption or stoppage of service of any utilities to the LAND or for any damage to persons or property resulting from that interruption or stoppage, unless caused by the negligence or willful misconduct of TOWN, its employees, servants or agents.

6.2 LICENSEES shall enter into contract(s) for trash collection and removal service for the LAND and shall pay its cost of trash collection directly to the company performing the trash removal service.

7. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

8. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.

9. HAZARDOUS MATERIALS

9.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

9.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non- emergency remediation plan to be undertaken.

10. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for

the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

11. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

12. LIMITATIONS ON USE OF LICENSED LAND.

12.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

12.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

12.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

12.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to

not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

12.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

12.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

12.7. LICENSEE shall be responsible to clean, maintain and repair drainage facilities installed by others and existing on the LAND. Should LICENSEE not desire to use the existing drainage facilities, LICENSEE shall remove the drainage facilities or parts of the drainage facilities as agreed to by the TOWN as LICENSEE's sole expense.

12.8 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

12.9 LICENSEE shall have no claims against TOWN for losses or damages to the improvements on the LAND existing or constructed by LICENSEE and resulting from any cause whatsoever, including fire, storm casualty, act of God or negligence or TOWN, unless caused by gross negligence or willful or intentional acts of the TOWN.

13. TERMINATION. Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

14. CONDITIONS OF LAND ON TERMINATION

14.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

14.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same. The pumping station, electrical equipment, and electrical service existing on the LAND is LICENSEE'S property and shall either be in functional condition or removed from the LAND upon termination or expiration of this License.

15. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN: Town of Jupiter
 Attn. Stormwater Utility Coordinator
 210 Military Trail
 Jupiter, Florida 33458

To LICENSEE: Alison R. Percy, Esquire in care of The Suites LLC
 Pineiro Percy PLLC
 4600 Military Trail, Suite 212
 Jupiter, FL 33458

16. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

17. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

18. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

19. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

20. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.

21. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

22. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

23. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

24. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

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

TOWN OF JUPITER:

ATTEST:

By: _____

Jim Kuretski, Mayor

By: _____

Merrienne Lahmeur, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

The Suites, LLC, a Florida Limited Liability Company

By: Angel Investment Holdings, a Wyoming limited liability company, a Member

By: Justin Angel

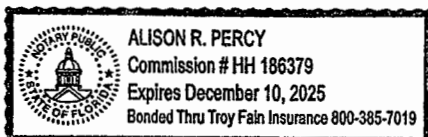
Title: Justin Angel, Majority Member

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 18th day of November, 2025, by Justin Angel, as Majority Member of Angel Investments Holdings LLC, a Member of The Suites, LLC, who is personally known to me, or has provided _____ as identification.

(SEAL)



[Signature]
Notary Public

Commission Expires 12-10-25

EXHIBIT A

Survey and Legal Description

DESCRIPTION & SKETCH PREPARED FOR: THE TOWN OF JUPITER																							
LEGAL DESCRIPTION: A STRIP OF LAND 25.00 FEET IN WIDTH, LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PLAT OF JUPITER IN THE PINES SECTION 'C', AS RECORDED IN PLAT BOOK 26, PAGE 19, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND THE NORTHEAST CORNER OF THE UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION. SAID INTERSECTION ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE NORTH 89°25'14" EAST, ALONG SAID NORTH LINE AND ALONG THE EASTERLY EXTENSION OF NORTH LINE OF LOT 1, SAID UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION, A DISTANCE OF 26.98 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 89°25'14" EAST, A DISTANCE OF 26.98 FEET TO THE INTERSECTION THEREOF WITH A LINE LYING 50.00 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID KURTZ INDUSTRIAL SUBDIVISION; THENCE SOUTH 22°41'11" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 263.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1859.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG AN ARC LYING 50.00 FEET EAST OF AND PARALLEL TO SAID EAST LINE OF KURTZ INDUSTRIAL SUBDIVISION, THROUGH A CENTRAL ANGLE OF 35°58'21", A DISTANCE OF 1167.69 FEET TO NORTHEAST CORNER OF LOT 15 OF SAID KURTZ INDUSTRIAL SUBDIVISION; THENCE SOUTH 89°34'22" WEST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 51.51 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID KURTZ INDUSTRIAL																							
LEGAL DESCRIPTION CONTINUED ON SHEET 2:																							
SURVEYOR'S NOTES: 1. THIS DRAWING IS NOT A SURVEY. 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. 3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. 4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC. 5. DATE OF LEGAL DESCRIPTION: 07/26/ 2006		LEGEND: LB = LICENSE BUSINESS LS = LICENSE SURVEYOR ORB = OFFICIAL RECORD BOOK PB = PLAT BOOK POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT ROW = RIGHT-OF-WAY UE = UTILITY EASEMENT LIDBERG LAND SURVEYING, INC.  DAVID C. LIDBERG PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE No. 3613																					
 LIDBERG LAND SURVEYING, INC. LB 4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL 561-748-8454		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4">CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001K_2.DWG</td> </tr> <tr> <td colspan="4">REF K:\AUTOCAD\</td> </tr> <tr> <td>FLD</td> <td>FB.</td> <td>PG.</td> <td>JOB 06-001-303</td> </tr> <tr> <td>OFF A.J.C.</td> <td colspan="2"></td> <td>DATE 07/26/06</td> </tr> <tr> <td>CKD D.C.L.</td> <td>SHEET 1 OF 7</td> <td colspan="2">DWG A06-001K</td> </tr> </table>		CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001K_2.DWG				REF K:\AUTOCAD\				FLD	FB.	PG.	JOB 06-001-303	OFF A.J.C.			DATE 07/26/06	CKD D.C.L.	SHEET 1 OF 7	DWG A06-001K	
CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001K_2.DWG																							
REF K:\AUTOCAD\																							
FLD	FB.	PG.	JOB 06-001-303																				
OFF A.J.C.			DATE 07/26/06																				
CKD D.C.L.	SHEET 1 OF 7	DWG A06-001K																					

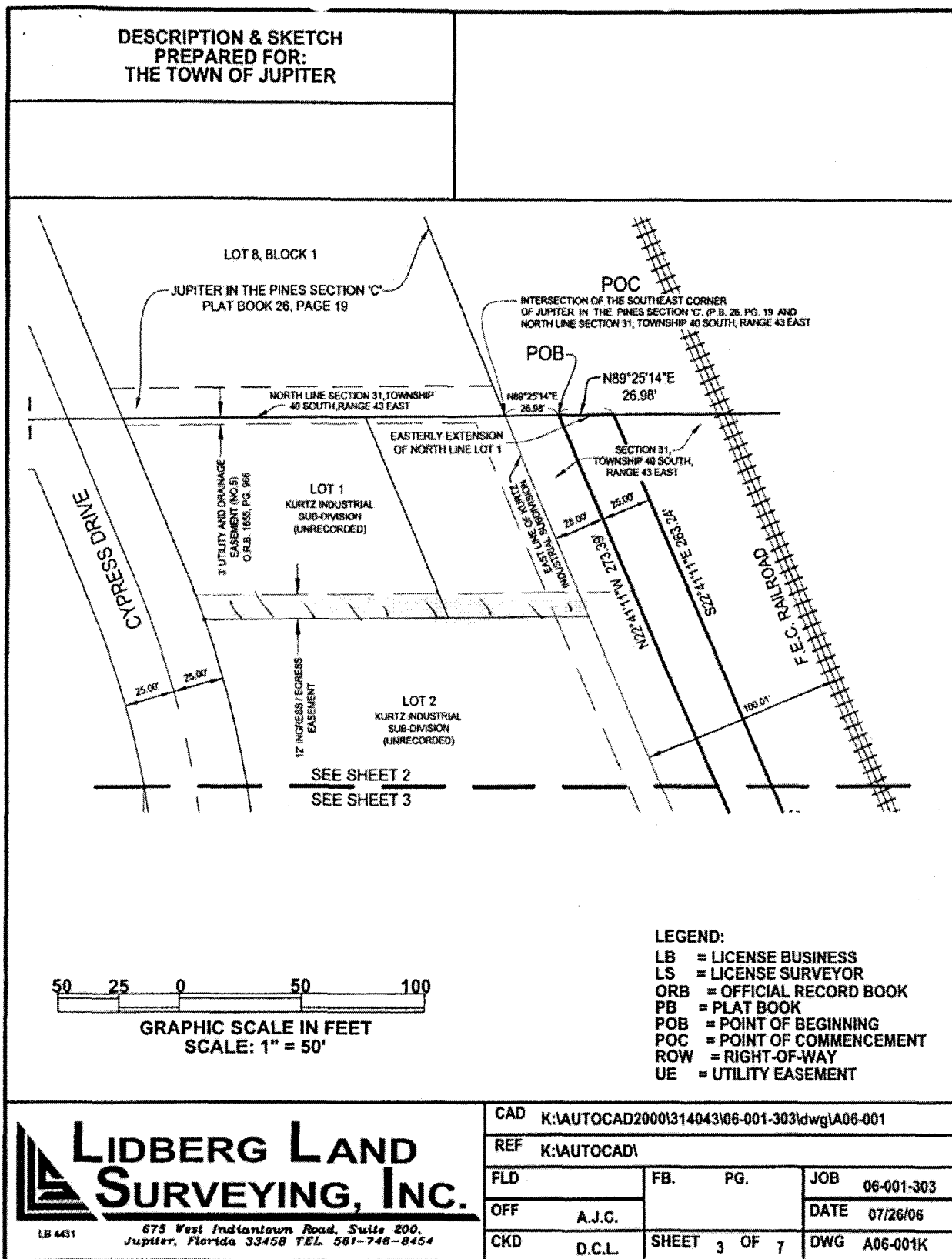
DESCRIPTION & SKETCH PREPARED FOR: THE TOWN OF JUPITER			

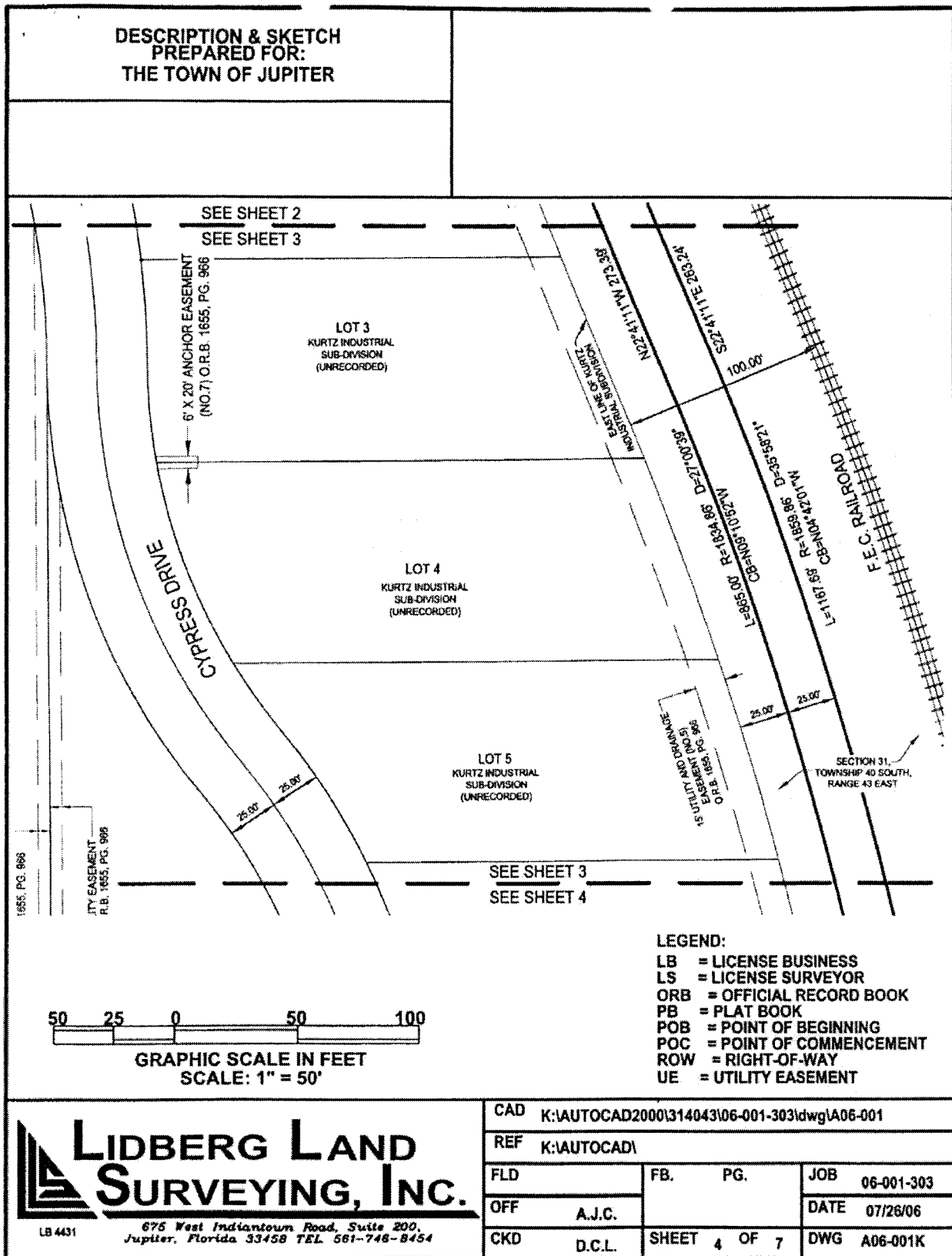
LEGAL DESCRIPTION CONTINUED:

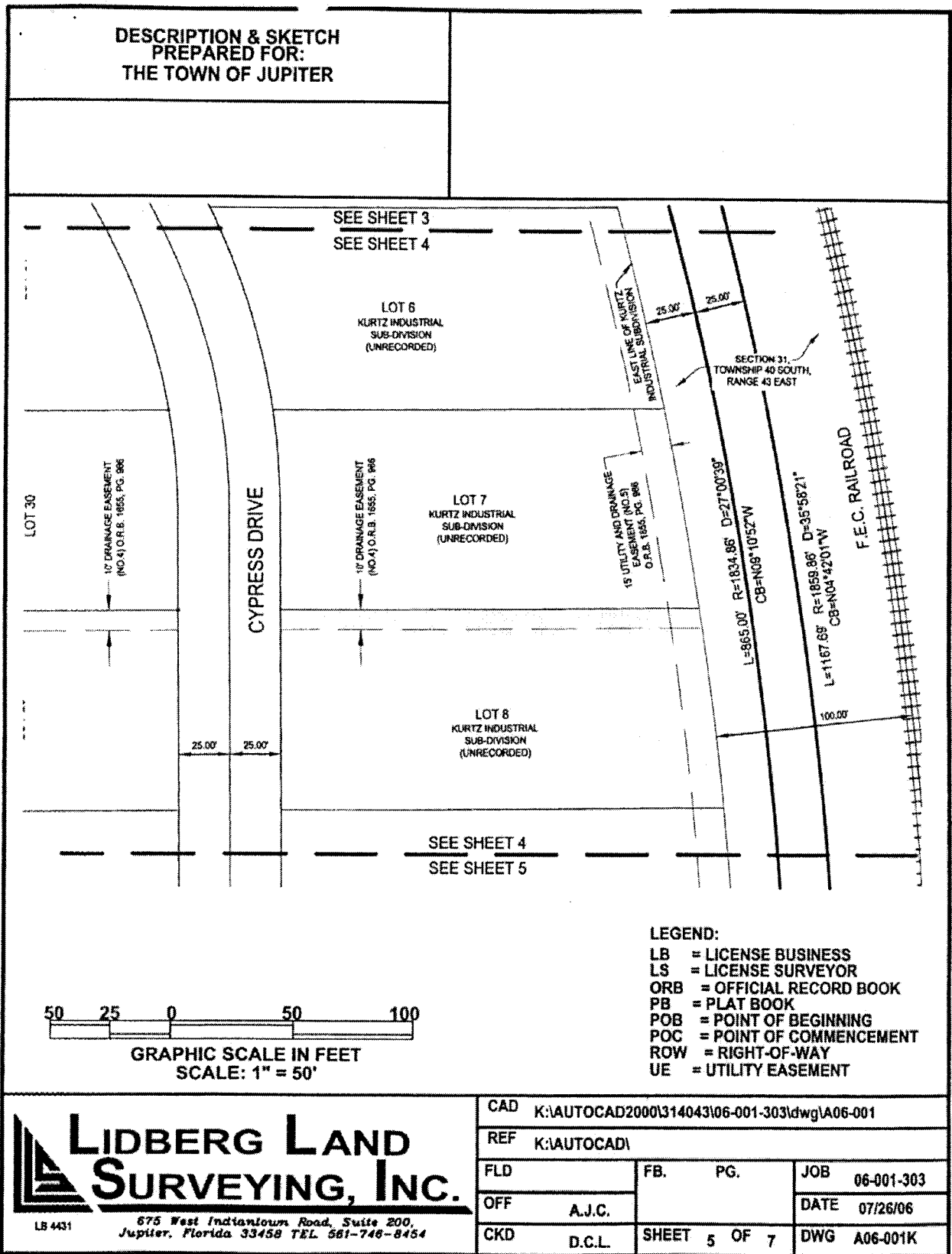
SUBDIVISION; SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1809.86 FEET AND A CHORD BEARING OF NORTH 09°01'53" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EAST LINE OF SAID KURTZ INDUSTRIAL SUBDIVISION THROUGH A CENTRAL ANGLE OF 09°16'58", A DISTANCE OF 293.22 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID KURTZ INDUSTRIAL SUBDIVISION; THENCE ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 11, NORTH 89°34'22" EAST, A DISTANCE OF 25.09 FEET TO INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1834.86 FEET AND A CHORD BEARING OF NORTH 09°10'52" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG AN ARC 25 FEET EAST OF AND PARALLEL TO SAID EAST LINE OF KURTZ INDUSTRIAL SUBDIVISION, THROUGH A CENTRAL ANGLE OF 27°00'39", A DISTANCE OF 865.00 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG A LINE 25 FEET EAST OF AND PARALLEL TO SAID EAST LINE OF KURTZ INDUSTRIAL SUBDIVISION, NORTH 22°41'11" WEST, A DISTANCE OF 273.39 FEET TO THE POINT OF BEGINNING.

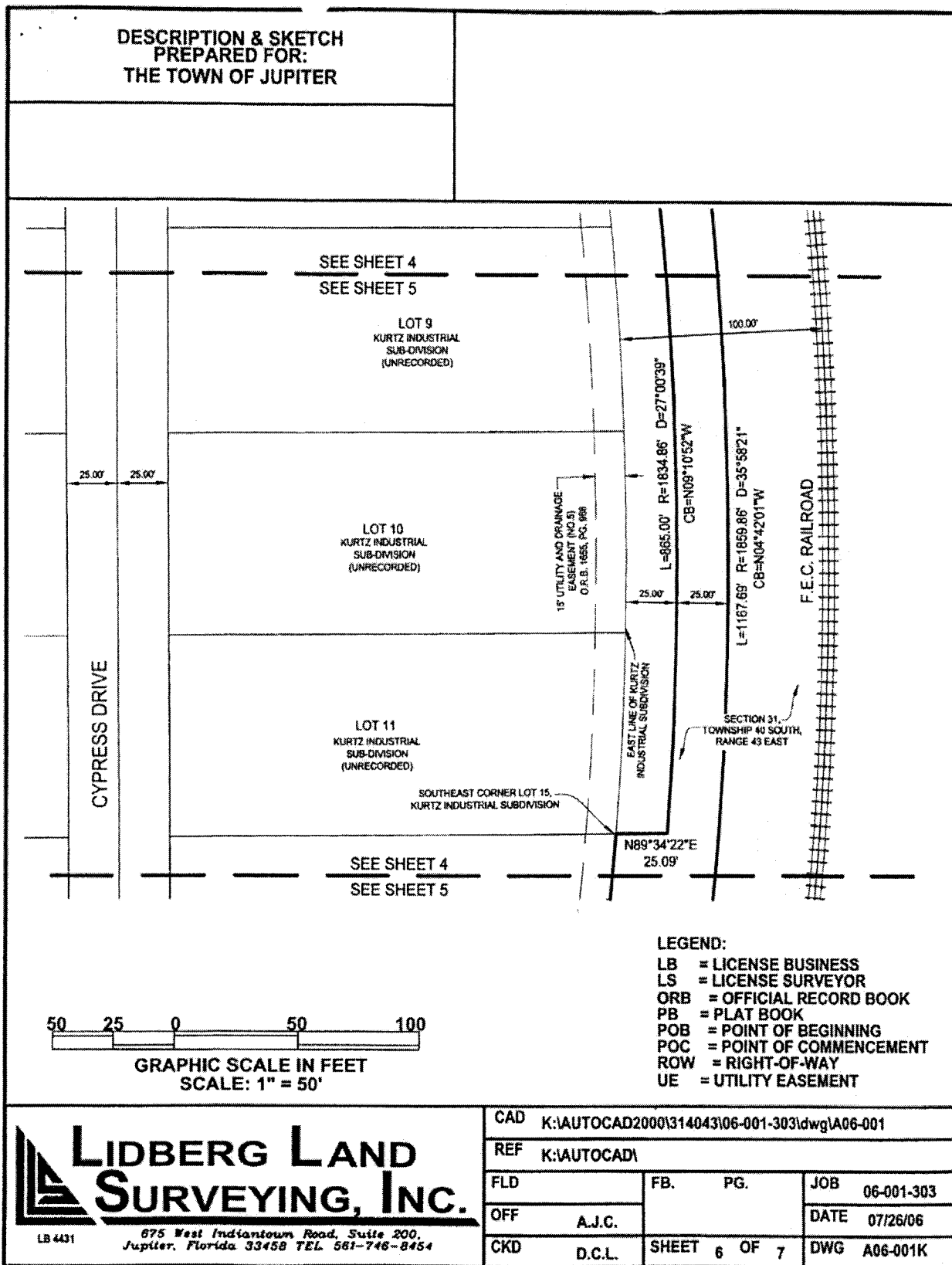
CONTAINING 43,109 SQUARE FEET OR 0.99 ACRES, MORE OR LESS.

LIDBERG LAND SURVEYING, Inc. LB 4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL 561-746-8454				CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001K_2.DWG					
				REF K:\AUTOCAD\					
				FLD		FB.	PG.	JOB	06-001-303
				OFF	A.J.C.			DATE	07/26/06
CKD	D.C.L.	SHEET 2 OF 7		DWG	A06-001K				









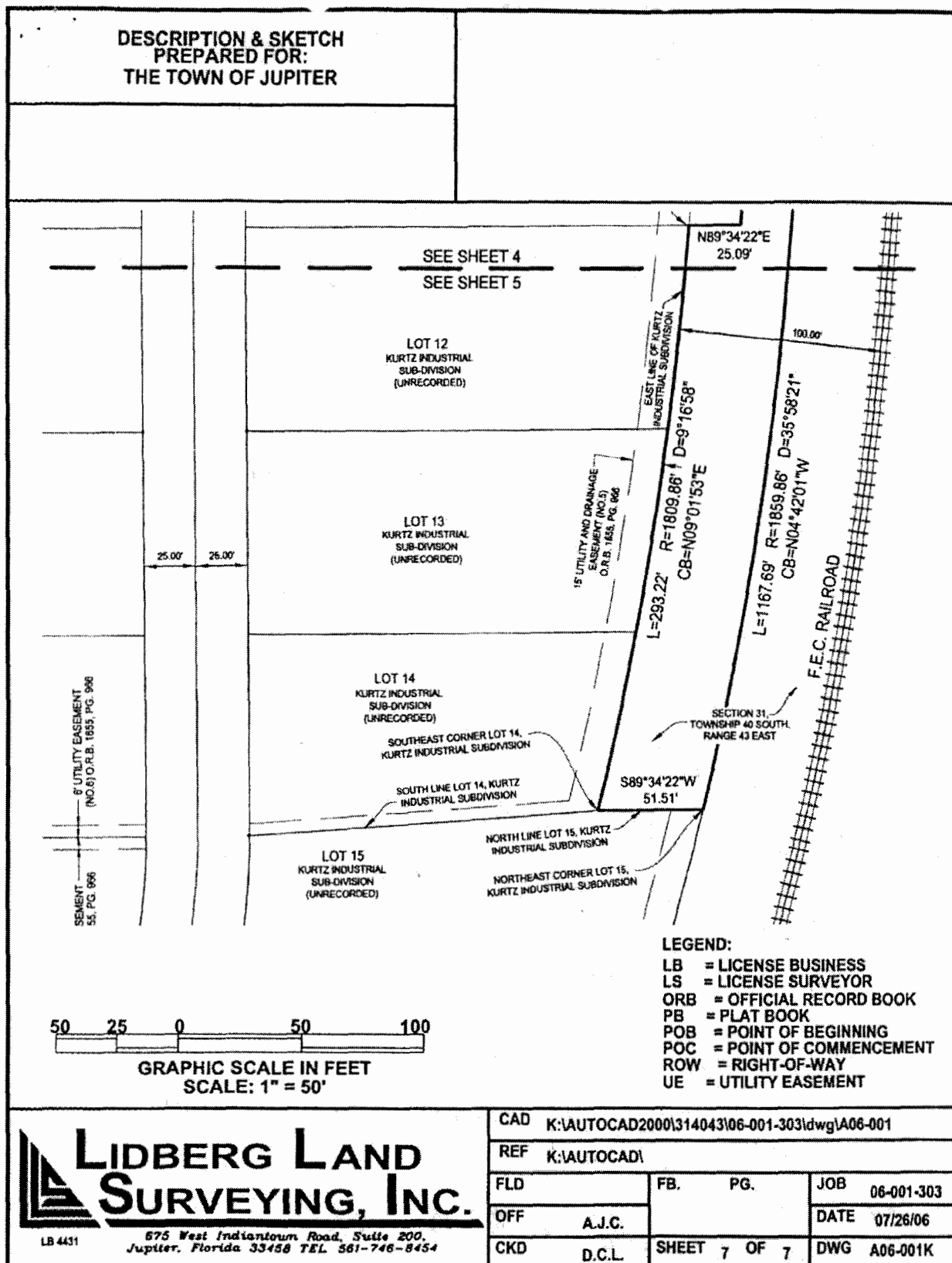


EXHIBIT B - INSURANCE REQUIREMENTS

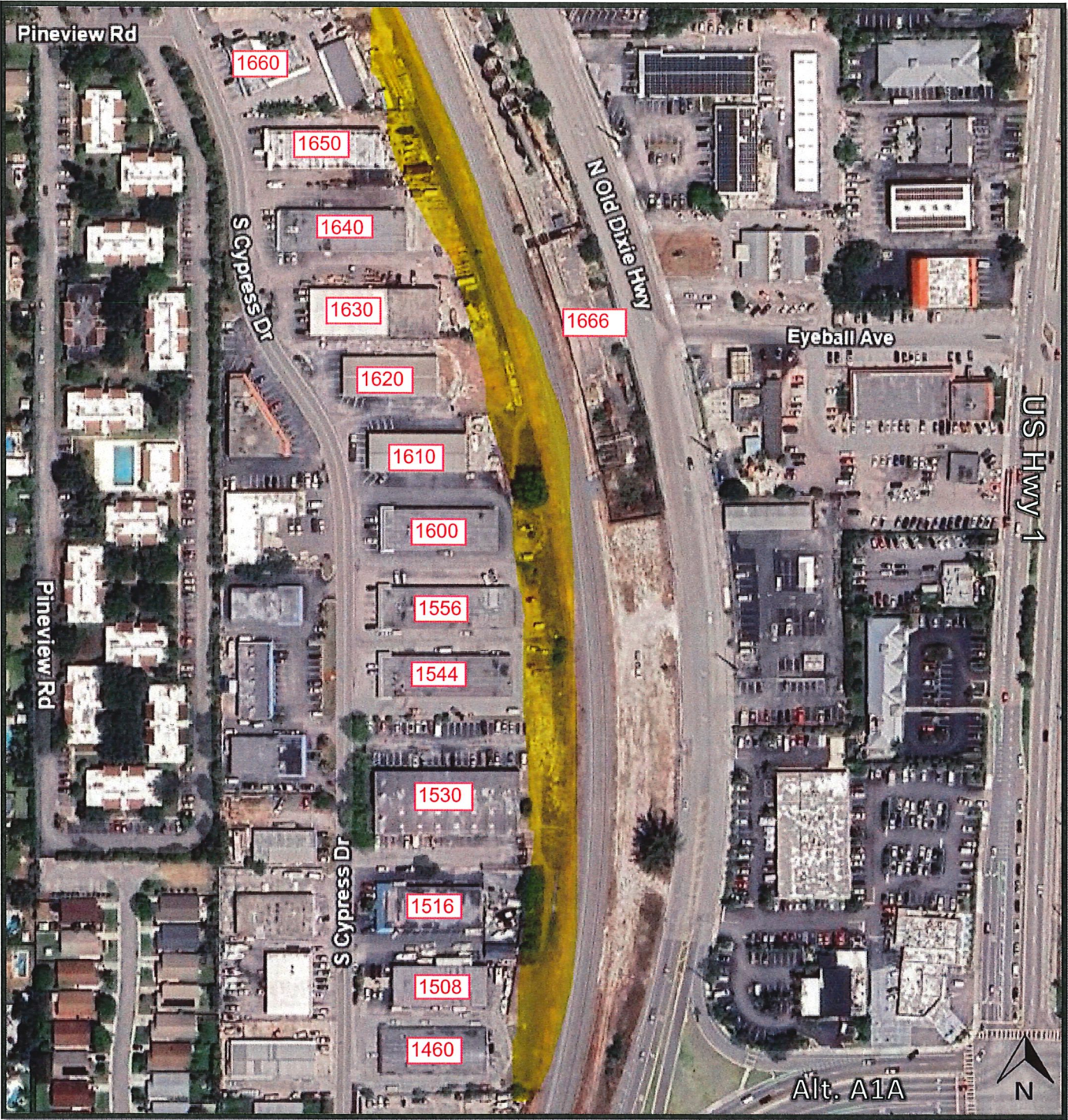
The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.
 - (1) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate,
 - Products and Completed Operations
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - (4) Personal Injury, with employment exclusion deleted
 - \$1,000,000 Annual Aggregate
 - Comprehensive Automobile Liability:
 - (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - (3) Combined Single Limit (Bodily Injury and Property Damage)
 - \$2,000,000 Each Accident
3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the above referenced policies."

4. A thirty (30) day written Notice of Cancellation is required and must be stated on the Certificate of Insurance.
5. The Certificate of Insurance shall be issued to the Town of Jupiter Stormwater Utility, 17403 Central Boulevard, Jupiter, FL 33458

#7459754 v1 26503-00005

Location Map for Cypress Drive Land License Agreements



TOWN OF JUPITER
**Transfer and Acceptance of the Innovation Way Public Road Right of Way,
Infrastructure, and Street Lighting Maintenance**



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Resolution 12-25, for the Transfer and Acceptance of the Innovation Way Public Road Right of Way, Infrastructure, and Street Lighting Maintenance

EXECUTIVE SUMMARY

Town staff is providing Resolution 12-25 for Town Council consideration and approval. The resolution authorizes the transfer and acceptance of the Innovation Way public road right-of-way, along with associated roadway, pedestrian, street lighting, and drainage infrastructure improvements constructed as part of the Abacoa Rehabilitation Hospital development project located along the east side of Innovation Way. These improvements are located within and south of University Boulevard and run parallel to the eastern edge of the Abacoa Greenway. The new Innovation Way roadway improvements connect with the previously constructed Phase 1 improvements completed as part of the Institute for Healthy Living development project.

As part of the Abacoa Rehabilitation Hospital land subdivision and development, Workplace Florida, Ltd. (Workplace), a Florida Limited Partnership, dedicated to the Town via replat the Innovation Way public road right-of-way, public drainage easements, and public pedestrian access easements. Workplace also constructed various roadway, pedestrian, drainage, utility, street lighting, landscaping, and irrigation improvements within these public areas. Workplace is now requesting the Town's acceptance of the Innovation Way right-of-way and the associated infrastructure improvements through a Special Warranty Deed.

The supporting agreements outline the following responsibilities:

- Special Warranty Deed – Conveys fee simple ownership of the platted right-of-way property from the Abacoa Workplace Master Association to the Town.
- Bill of Sale – Transfers ownership of certain sidewalk, roadway, and drainage infrastructure improvements from the Abacoa Workplace Master Association to the Town.
- Right-of-Way Maintenance Agreement – Defines the hardscape, streetscape, and driveway maintenance responsibilities of the Abacoa Workplace Master Association, and specifies the roadway, pedestrian, parking, and drainage infrastructure to be maintained by the Town.
- Street Lighting Reimbursement Agreement – Establishes the terms under which the Town will reimburse the Abacoa Workplace Master Association for the energy and fixture maintenance cost components (per the FPL Rate Schedule) associated with FPL's monthly billing.

Town staff has inspected the completed roadway, drainage, street lighting, and pedestrian improvements and determined that they meet Town standards. The water main system installed within the right-of-way and easements were previously accepted by the Town's Water Utility, and no sanitary sewer system exists within the right-of-way.

The Town Attorney has reviewed the attached agreements and determined they are in acceptable legal form.

ANALYSIS

Staff requests Town Council's approval of Resolution 12-25 providing for the acceptance of the Innovation Way right of way, and certain roadway, pedestrian, and drainage infrastructure established as part of the Institute for Healthy Living development project, including the approval, execution, and recordation of the Special Warranty Deed, Bill of Sale, Street Lighting Reimbursement Agreement, and Right of Way Maintenance Agreement.

The Agreement for Reimbursement of Maintenance and Operation Costs for Street Lighting Between Abacoa Workplace Master Property Owners' Association, Inc. and the Town of Jupiter establishes that the Town shall reimburse the Association quarterly for the electric power and maintenance costs charged by FP&L to the Association for only those streetlights located along Innovation Way as dedicated by the re-plat to the Town.

The estimated annual cost for the reimbursement of twenty-one (21) streetlights is \$575.00.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution No. 12-25
2. Right of Way Location Map
3. Special Warranty Deed
4. Bill of Sale
5. Right of Way Maintenance Agreement
6. Street Lighting Reimbursement Agreement

FUNDING SOURCE

Amount of this Request	\$575.00	
Amount Approved in Budget	\$575.00	Sources: 00190019-543000 FY2026 Operating Utility Services

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

RESOLUTION NO. 12-25

A RESOLUTION OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE TRANSFER AND ACCEPTANCE OF THE INNOVATION WAY PUBLIC ROAD RIGHT OF WAY, AND ASSOCIATED ROADWAY, PEDESTRIAN, AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS, THROUGH APPROVAL, EXECUTION AND RECORDATION OF A SPECIAL WARRANTY DEED, BILL OF SALE, RIGHT-OF-WAY MAINTENANCE AGREEMENT, AND STREET LIGHTING REIMBURSEMENT AGREEMENT.

WHEREAS, Workplace Florida, Ltd. (Workplace), a Florida Limited Partnership, is the developer of the Innovation Way public road right of way and related infrastructure, as part of the Abacoa Rehabilitation Hospital development project along the east side of Innovation Way right of way; and

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

WHEREAS, Workplace desires to formally transfer ownership and responsibility for the Innovation Way right of way, including certain roadway, pedestrian, and drainage improvements constructed in the right of way and abutting public easements, to the Town of Jupiter, by special warranty deed, bill of sale, right of way maintenance agreement, and street lighting reimbursement agreement; and

WHEREAS, the Town of Jupiter has previously agreed to accept the Innovation Way public right of way and certain roadway, pedestrian, and drainage improvements located within the public road right of way and public easements that abut the right of way, and the Town has inspected the improvements and has determined they meet the Town's standards; and

WHEREAS, the Town of Jupiter deems it in the best interests of the public to accept the Innovation Way right of way, and certain roadway, pedestrian, and drainage improvements located within the right of way and abutting public easements, for public purposes, thru acceptance, execution and recordation of a special warranty deed, a bill of sale, a right of way maintenance agreement, and a street lighting reimbursement agreement.

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

Section 1. The special warranty deed, incorporated herein by reference, is approved for recordation, and the Mayor, Town Attorney and Town Clerk are authorized to execute the Bill of Sale on behalf of the Town.

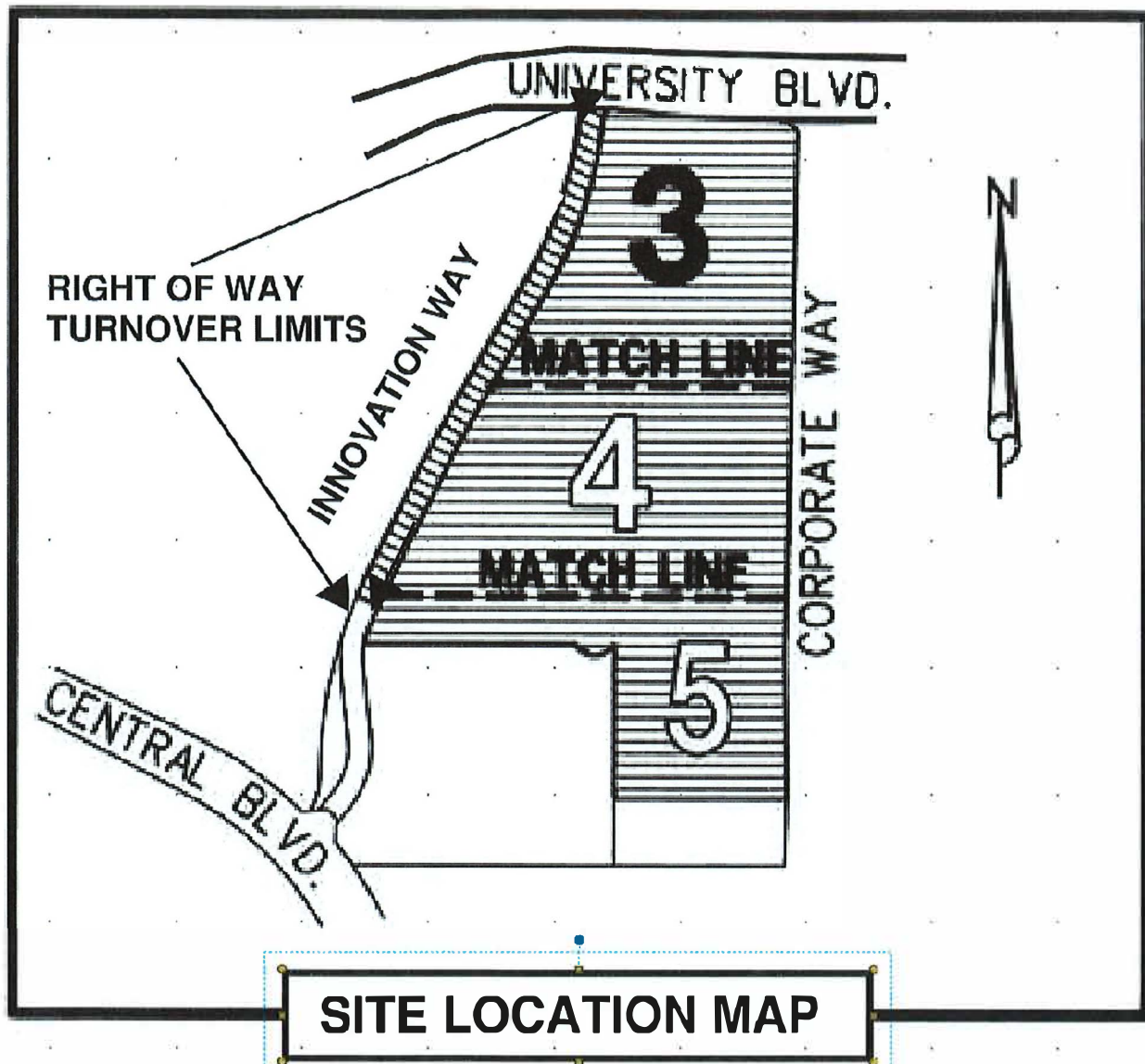
Section 2. The bill of sale, incorporated herein by reference, is approved for recordation, and the Mayor, Town Attorney and Town Clerk are authorized to execute the Bill of Sale on behalf of the Town.

Section 3. The right of way maintenance agreement, incorporated herein by reference, is approved for recordation, and the Mayor, Town Attorney and Town Clerk are authorized to execute the agreement on behalf of the Town.

Section 4. The street lighting reimbursement agreement, incorporated herein by reference, is approved for recordation, and the Mayor, Town Attorney and Town Clerk are authorized to execute the agreement on behalf of the Town.

Section 5. This Resolution shall take effect upon its execution.

ATT. 2
PG 1 OF 1





SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the _____ day of _____, 20__, by **WORKPLACE FLORIDA, LTD.**, a Florida limited partnership, whose post office address is 661 University Blvd., Suite 200, Jupiter, Florida, 33458, hereinafter referred to as "Grantor", to the Town of Jupiter, a Florida municipal corporation, hereinafter referred to as "Town". (Wherever used herein the terms "Grantor" and "Town" include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns.)

WITNESS: That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by Town, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Town for perpetual use of the public for access, utility and drainage purposes, all that certain land situate in Palm Beach County, Florida, more particularly described as follows:

TRACT R1 Innovation Way of ABACOA-REPLAT OF PARCEL B OF TRACT WK4A, according to the plat thereof, recorded in Plat Book 132, Pages 141-145, Public Records of Palm Beach County, Florida.

SUBJECT TO all zoning restrictions and other restrictions imposed by any governmental or quasi-governmental authority, easements, covenants, conditions, and other matters of record, without reimposing same.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor, for itself and for its successors and assigns, does hereby covenant with Town that it will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Workplace Florida, LTD.

WITNESSED & ATTESTED TO BY:

EXECUTED BY:

WORKPLACE FLORIDA, LTD., a Florida
Limited partnership

By: WORKPLACE HOLDINGS, LTD., a Florida
limited partnership, its Managing General Partner

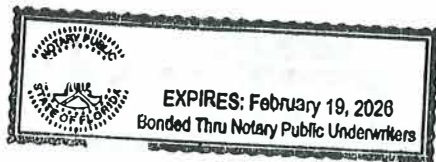
By: WORKPLACE INVESTORS, LTD., a Florida
limited partnership, its General Partner

By: WORKPLACE EQUITY CORPORATION,
a Florida corporation, its General Partner

Orian M. Williams
Print Name Orian M. Williams
Jonathan Harris
Print Name Jonathan Harris

Brian C. Cich
Print Name Brian C. Cich
Title: Vice President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day, of September 2024 by Brian C. Cich, the Vice President of Workplace Equity Corporation, a Florida corporation, the General Partner of Workplace Investors, Ltd., a Florida limited partnership, the General Partner of Workplace Holdings, Ltd., a Florida limited partnership, the Managing General Partner of Workplace Florida, Ltd., a Florida limited partnership, on behalf of said partnership. The subscribing party is personally known to me or has produced a Florida driver's license as identification and did not take an oath.



Ivy M. Seelman
Notary Public, State of Florida
Print Name: Ivy M. Seelman
My Commission Expires: 2/19/26

[NOTARY SEAL]

TOWN OF JUPITER

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

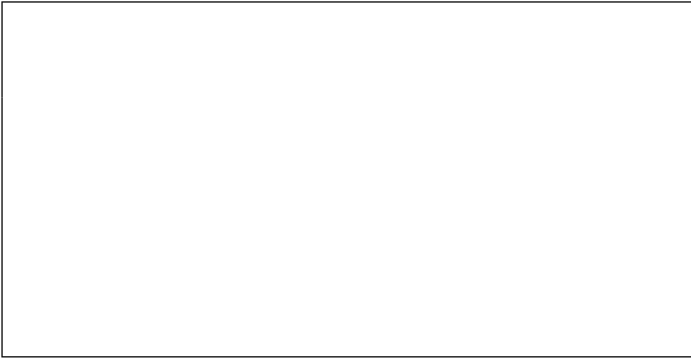
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida drivers license as identification and did not take an oath.

Signature of Notary Public, State of Florida

Print, Type or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]



BILL OF SALE

This BILL OF SALE is effective this 2nd day of December, 2025, by **WORKPLACE FLORIDA, LTD.**, a Florida limited partnership, hereinafter referred to as "Seller", and the **TOWN OF JUPITER**, a Florida municipal corporation, hereinafter referred to as "Buyer". (Wherever used herein the terms “Seller” and “Buyer” include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns).

WITNESS, that Seller, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, hereby delivers, grants, bargains, sells, transfers, aliens, remises, releases, conveys and confirms unto Buyer, the following goods and chattels, located in the County of Palm Beach and State of Florida, to wit:

Certain roadway, pedestrian, stormwater drainage system, signage and striping improvements described in Exhibit A-1 and located in the road rights of way and/or easements defined in Exhibit A-1.

TO HAVE AND TO HOLD the same unto Buyer, its executors, administrators, successors and assigns forever, Seller, for itself, its successors and assigns, does hereby covenant to and with the Buyer, its successors and assigns, that Seller is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Seller has good right to sell the same as aforesaid; and, that Seller will warrant and defend the sale of the said property, goods and chattels hereby made, unto Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has hereunto set their hands and seal this 10 day of September 2024.

WITNESSED & ATTESTED TO BY:

EXECUTED BY:
WORKPLACE FLORIDA, LTD., a Florida
limited partnership

By: WORKPLACE HOLDINGS, LTD., a Florida
limited partnership, its Managing General Partner

By: WORKPLACE INVESTORS, LTD., a Florida
limited partnership, its General Partner

By: WORKPLACE EQUITY CORPORATION,
a Florida corporation, its General Partner

Orian M. Williams
Print Name Orian M. Williams
Jonathan Harris
Print Name Jonathan Harris

By: Brian C. Cich
Print Name Brian C. Cich
Title: Vice President

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 10 day, of September 2024 by Brian C. Cich, the
Vice President of Workplace Equity Corporation, a Florida corporation, the General Partner of Workplace
Investors, Ltd., a Florida limited partnership, the General Partner of Workplace Holdings, Ltd., a Florida limited
partnership, the Managing General Partner of Workplace Florida, Ltd., a Florida limited partnership, on behalf of said
partnership. The subscribing party is personally known to me or has produced a Florida driver's license as identification
and did not take an oath.



Ivy M. Seitzman
Notary Public, State of Florida
Print Name: Ivy M. Seitzman
My Commission Expires: 2/19/26

[NOTARY SEAL]

TOWN OF JUPITER

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 _____, 20____, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida drivers 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-1

The improvements, which are the subject of this Bill of Sale, are as follows:

1. Reference: Infrastructure improvements within the “Locations” defined below, as defined on the engineering paving, grading and utility plans titled Innovation Way-II & III, as prepared by Jeff H. Iravani, Inc., which to the extent applicable, are incorporated herein by reference.
2. Locations: All of the subject improvements lie within the following land areas, easements and/or development project limits:

The infrastructure improvements subject to this Bill of Sale are located in the following public Right-of-Way Tract more particularly described as:

TRACT R1 (Innovation Way) road right of way, according to the plat thereof, recorded in Plat Book 132, Page 141, Public Records of Palm Beach County, Florida.

2 foot wide and 8 foot wide Public Pedestrian Access Easements, abutting the east right of way line of Tract R1 (Innovation Way) according to the plat thereof recorded in Plat Book 132 Page 141, Public Records of Palm Beach County, Florida.

Quit Claim Deed from NPBCID to Town of Jupiter as recorded in ORB 33838 PG 426 (located at southwest corner of intersection of University Boulevard and Innovation Way).

3. Description of Improvements: Those roadway improvements, pedestrian improvements and stormwater drainage improvements, including but not limited to:
 - a. Roadway and on-street parking subgrade, base and asphaltic concrete pavement
 - b. Concrete parking
 - c. Roadway curbing other than header curbs related to paver brick systems and curbing related to planter boxes
 - d. Traffic Control signage
 - e. Roadway and parking area striping
 - f. concrete sidewalks, concrete ADA ramps; and tactile surfaces running generally parallel to the roadway and/or lying within the road right of way and within directly abutting public pedestrian access easements as defined in locations noted above
 - g. Stormwater drainage system including inlets, structures and pipes that service the right of way drainage. The Town will not maintain drainage facilities that cross the road right of way that facilitate drainage outfall for the private property, nor the drainage pipe from right of way drainage structure in Innovation Way roadway going eastward into (near northwest property corner) and across the Abacoa Specialty Hospital site.

Exhibit B provides tabulated listing(s) with estimated unit costs, quantities and total costs of all of the improvements subject to this Bill of Sale.

1. Exclusions: Regardless of any language herein to the contrary, expressly excluded from the above description of improvements accepted by the Town, are the following items that may be established within the above described "Locations", all of which shall be the perpetual ownership and maintenance responsibility of Abacoa Workplace Master POA, Inc. and/or their successors and assigns:
 - a. Trees, Palms, Landscaping and Sod. NOTE - Trees/Palms shall be routinely pruned so as to allow for complete visibility of traffic control signage, minimum 8.5 foot clearance above sidewalks, and minimum 14.5 foot clearance above roadway pavement.
 - b. Irrigation System
 - c. As may apply, traffic control signage posts other than standard Franklin Channel posts or unpainted round aluminum posts (e.g., decorative posts, square posts, painted posts, etc.)
 - d. As may apply, decorative framing or backing on standard traffic control signage
 - e. As may apply, decorative street name signage that are not the TOJ standard street name signs
 - f. As may apply, development related monument signage
 - g. Street lighting (NOTE - FPL road right of way street lighting is under a lighting agreement between FPL and Abacoa Workplace POA, and is subject to a separate "street lighting reimbursement agreement")
 - h. Alley or driveway entry or exit turn-outs within the limits of the public Right-of-Way and Sidewalk Easement area, including asphalt pavement, pavers, curbing, sidewalks, striping and signage
 - i. As may apply, any street furniture such as bike racks, benches, trash receptacles or similar
 - j. Drainage discharge pipe from right of way drainage structure in Innovation Way roadway going eastward into (near northwest property corner) and across the Abacoa Specialty Hospital site
 - k. Paver brick crosswalks including underlying sand layer, base rock and subgrade.
 - l. Solar powered pedestrian crossing flasher assembly including pedestal/post, foundation, anchorage, signage, etc.
 - m. As may apply, any fencing or gates that may exist within the right of way.
 - n. Traffic calming paver brick system including sand layer, base rock layer, subgrade layer, and abutting Type A mountable curbing constraining perimeter of paver area.

ENGINEERS OPINION OF COST FOR Innovation Way-II & III SUMMARY 6/14/2021 Jeff H Iravani, Inc. Project No. 2012-1353	
ITEM DESCRIPTION	TOTAL PRICE
PAVING	\$ 194,722.00
DRAINAGE	\$ 74,170.00
TOTAL ITEMS	\$ 268,892.00

THE ABOVE COST ESTIMATE IS FOR GENERAL GUIDANCE ONLY. THE ACTUAL PRICE MAY
VARY FROM THE ABOVE PRICE.

ENGINEERS OPINION OF COST FOR Innovation Way-II & III PAVING Jeff H Iravani, Inc. Project No. 2012-1353				
			UNIT	
DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1" MILL & OVERLAY	1,225	SY	20.00	\$ 24,500.00
10" LIME/COQINA ROCK	4,498	SY	20.00	\$ 89,960.00
12" COMP SUBGRADE	4,898	SY	3.00	\$ 14,694.00
2.5" TYPE 3 ACSC	4,098	SY	16.00	\$ 65,568.00
TOTAL				\$ 194,722.00

ENGINEERS OPINION OF COST FOR Innovation Way-II & III DRAINAGE Jeff H Iravani, Inc. Project No. 2012-1353				
			UNIT	
TYPE "C" CATCH BASIN	2	EA	3,000.00	\$ 6,000.00
TYPE "C-9" CATCH BASIN	4	EA	3,000.00	\$ 12,000.00
STORM MANHOLE	3	EA	5,000.00	\$ 15,000.00
REMOVE P-6 TOP, INSTALL P-5 TOP	1	LS	5,000.00	\$ 5,000.00
15" RCP	40	LF	30.00	\$ 1,200.00
18" RCP	300	LF	35.00	\$ 10,500.00
30" RCP	266	LF	70.00	\$ 18,620.00
36" RCP	65	LF	90.00	\$ 5,850.00
TOTAL				\$ 74,170.00

**AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS
IN THE INNOVATION WAY RIGHTS-OF-WAY**

THIS AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS IN THE INNOVATION RIGHT-OF-WAY (the “**Agreement**”) is made this _____ day of _____, 2025, by and between **ABACOA WORKPLACE MASTER PROPERTY OWNERS’ ASSOCIATION, INC.**, a Florida not-for profit corporation, established pursuant to Chapter 617 of the Florida Statutes, hereinafter referred to as (the “**Association**”), and the **TOWN OF JUPITER**, a municipal corporation of the State of Florida (the “**Town**”).

WHEREAS, in connection with the development of the land located in the **ABACOA DEVELOPMENT, WORKPLACE FLORIDA, LTD**, a Florida limited partnership (the “**Developer**”), filed a replat of **Tract R1 of the ABACOA-REPLAT OF PARCEL B OF TRACT WK4A, according to the plat thereof, recorded in Plat Book 132, Pages 141-145, Public Records of Palm Beach County, Florida**, (the “**Replat**”), which identifies the north segment of Innovation Way as Tract R1 (the “**Roadway**”); and

WHEREAS, in order to enhance the beauty and public area amenities within the Replat, “**Special ROW Improvements**” as defined in **Exhibit A** attached hereto, were installed in the right of way of Innovation Way (the “**Right-of-Way Area**”) and were dedicated by the Replat to the Town; and

WHEREAS, as part of the Town’s agreement to receive the Roadway by special warranty deed from the Developer, and to perpetually operate and maintain certain infrastructure therein as defined below, the Town is requiring that the Association agree to maintain the Special ROW Improvements in the Right-of-Way Area in perpetuity, such maintenance being in the best interests of Association’s members.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the Town agree as follows:

1. **Representation of Ownership.** The Town hereby represents that it is the owner, by special warranty deed and the Replat dedication from the Developer, of the Roadway, and that it has the right to enter into this Agreement, and that the person signing this Agreement has the authority to sign and execute this Agreement on behalf of the Town. The Town and its successors-in-interest to the Roadway are referred to hereinafter as the “**Town**”.
2. **Agreement of Town to Maintain.** Notwithstanding the agreement of the Association to maintain the Special ROW Improvements in the Right-of Way Area, the Town shall maintain the roadway pavement system (subgrade, base and asphalt), roadway curbing, concrete sidewalks, striping, signage, and drainage facilities located in the Roadway as defined in **Exhibit A**, unless noted otherwise by the applicable plat dedications or easement stipulations, or as defined in this agreement, without requiring monetary contribution from the Association.
3. **Agreement of Association to Maintain.** The Association shall, at its sole cost and expense, be responsible for designing, permitting, installing, maintaining, repairing, replacing, and operating the Special ROW Improvements, as defined in **Exhibit A**. The Association shall perform its obligations described herein, in a manner so as to minimize damage, disruption and inconvenience to other properties, including Town property and rights-of-way, and which may be disturbed or affected by the Association’s actions shall be restored to the condition thereof prior to such entry,

damage or disruption. All installation, maintenance, repair, replacement and operation of the Special ROW Improvements shall be performed in a first class condition and manner and shall comply with all permits now or hereafter issued for the Special ROW Improvements and with all applicable governmental permits, approvals, laws, codes and requirements, including ordinances and regulations of the Town, and with the Town's Engineering Division and published standards. In the event that the Association fails to maintain the Special ROW Improvements in accordance with the ordinances and regulations of the Town, the Town may provide the Association with courtesy written notice of the violation(s) and shall specify the nature of each violation. If the Association fails to remedy such violation(s) within thirty (30) days after receipt of written notice from the Town, then the violation(s) shall be directed to the Town Code Enforcement Division for enforcement proceedings. The Town shall have the right, but not the obligation, to maintain the Special ROW Improvements, and shall be reimbursed by the Association for all costs and fees incurred including, the reasonable cost of the time of Town staff, attorneys and consultants, if any.

4. **Association to Indemnify the Town.** The Association shall indemnify, defend, and hold the Town, and its officers, agents, employees, elected and appointed officials, and independent contractors, harmless, from and against, any and all claims, demands, actions, suits, losses, damages, expenses, judgments (including court costs and reasonable attorney's fees at all levels) and claims of liability, which may arise out of, or are alleged to have arisen out of, the Association's installation, maintenance, repair, operation, use, occupancy of the Special ROW Improvements in the Right-of-Way Area, and all claims arising directly or indirectly, from the Association's use and maintenance of the Special ROW Improvements, including, but not limited to, the contractual liabilities of the Association arising out of this Agreement. The indemnity obligation herein shall survive the termination of this Agreement.
5. **Hazardous Materials.** The Association represents that it has no knowledge of any substance, chemical, or waste (collectively "substance") upon or within the Right-of-Way Area, that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation, and that there is no known violation of any such law or regulation existing within or upon the Right-of Way Area at the time of execution of this Agreement.
6. **Covenant to Run with the Land.** This Agreement and the covenants contained herein, shall be perpetual and non-exclusive, shall be binding upon the Association and the Town. The Association shall not perform any actions which may in any way interfere with or impede the Town's duties and obligations under this Agreement, or the exercise of the rights granted to the Association under this Agreement or which may violate the terms of this Agreement.
7. **Recordation in Public Records of Palm Beach County, FL.** Upon full execution by the parties, this Agreement and **Exhibit A**, attached hereto, shall be recorded by Town in the Public Records of Palm Beach County, Florida with the Association to pay the costs of recording. The Town shall provide the Association with a certified copy of the recorded instrument following recordation.
8. **Miscellaneous Terms.**
 - (a) **Binding Agreement.** This Agreement, when duly executed by the parties will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

- (b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- (c) Venue. Any action or proceeding of any kind arising out of or related to this Agreement shall be brought in the appropriate State or Federal Court for Palm Beach County, Florida. The parties hereto irrevocably consent to service, jurisdiction, and venue in the courts of Palm Beach County, Florida, for any litigation arising from this Agreement and waive any other venue to which any of them might be entitled.
- (d) Headings/Interpretation. The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.
- (e) Severability. If any term, covenant, or condition of this Agreement or the application thereof to any entity or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (f) Recitals. All recitals, including all defined terms, set forth hereinabove and exhibits attached hereto shall be deemed incorporated into and a part of this Agreement.

Construction. This Agreement will not be construed more strictly against one party than against any other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

- (h) Attorneys' Fees. If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred, including reasonable attorneys' fees and expenses and court costs at the pretrial level, the trial level, and in connection with all appellate and bankruptcy proceedings and in exercising and enforcing such right of recovery. Fees for paralegals and other legal support personnel shall be a recoverable expense in accordance with the preceding sentence.
- (i) Waiver of Jury Trial. THE PARTIES HERETO WAIVE ANY RIGHTS ANY OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.
- (j) Modification/Waiver. No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto, unless reduced to writing and signed by such party. Waiver or forbearance by the Town of any provisions or breach of any provision of this Agreement shall not operate or be construed to forfeit any of the Town's rights or a waiver or forbearance of any other provision of this Agreement or of any future breach of this provision so waived.

- (k) Notices. All notices required or permitted by this Agreement will be in writing and hand delivered or sent by facsimile, express mail, overnight delivery service or registered or certified mail, with return receipt requested and postage prepaid, to the addresses of the parties set forth below or to such other addresses as the parties may designate in writing. Notices will be deemed delivered: (i) if hand delivered, transmitted by facsimile, sent by express mail or overnight courier service, when received by the recipient; or (ii) if sent by mail, three (3) days after deposit in the United States mail, with sufficient prepaid postage affixed to carry same to its destination.
- (l) Counterparts and Facsimile. This Agreement may be executed in as many counterparts as is deemed necessary or appropriate. Each such counterpart will constitute an original and all counterparts together shall be deemed one agreement. If this Agreement is executed and transmitted by facsimile, such facsimile copy shall be deemed an original for all purposes and shall be binding on the parties as such.
- (m) Third Parties. Unless expressly stated to the contrary in this Agreement, nothing contained in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party as a third party beneficiary or otherwise.

(Execution Pages Follow)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the dates hereinafter set forth.

THE ABACOA WORKPLACE MASTER PROPERTY OWNERS' ASSOCIATION, INC.

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Abacoa Workplace Master Property Owners' Association, Inc., are hereby accepted on behalf of said Association by Tyler Kasten as its duly authorized representative this 10 day of September, 2024.

Tyler Kasten
Tyler Kasten, President

Date: September 10, 2024.

ATTEST:

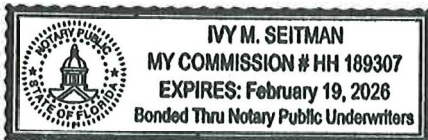
By: Brian C. Cich
Brian C. Cich

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of September, 2024, by **TYLER KASTEN AND BRIAN C. CICH**, President and Vice President respectively of **ABACOA WORKPLACE MASTER PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation. They are each personally known to me or each has produced a Florida driver's license as identification and did not take an oath.

(Notary Seal)



Ivy M. Seitzman
Notary Public State of Florida
Print Name: Ivy M. Seitzman

TOWN OF JUPITER

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 _____, 20____, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida drivers 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

SPECIAL RIGHT-OF-WAY IMPROVEMENTS

The following listing defines the Special Right-of-Way Improvements located within the public road rights-of-way listed in Exhibit B, that Abacoa Workplace Master Property Owners' Association, Inc. will retain ownership of as well as operation and maintenance responsibilities for:

Abacoa Workplace Master Property Owners' Association, Inc. shall maintain the following improvements that have been constructed or installed within public right-of-way and public easement areas listed or defined in Exhibit B:

- (a) Trees, Palms, Landscaping and Sod. NOTE - Trees/Palms shall be routinely pruned so as to allow for complete visibility of traffic control signage, minimum 8.5 foot clearance above sidewalks, and minimum 14.5 foot clearance above roadway pavement.
- (b) Irrigation System
- (c) As may apply, traffic control signage posts other than standard Franklin Channel posts or unpainted round aluminum posts (e.g., decorative posts, square posts, painted posts, etc.)
- (d) As may apply, decorative framing or backing on standard traffic control signage
- (e) As may apply, decorative street name signage that are not the TOJ standard street name signs
- (f) As may apply, development related monument signage
- (g) Street lighting (NOTE - FPL road right-of-way street lighting is under a lighting agreement between FPL and Abacoa Workplace POA, and is subject to a separate "street lighting reimbursement agreement")
- (h) Alley or driveway entry or exit turn-outs within the limits of the public Right-of-Way and Sidewalk Easement area, including asphalt pavement, pavers, curbing, sidewalks, striping and signage
- (i) As may apply, any street furniture such as bike racks, benches, trash receptacles or similar
- (j) Drainage discharge pipe from right of way drainage structure in Innovation Way roadway going eastward into (near northwest property corner) and across the Abacoa Specialty Hospital site
- (k) Paver brick crosswalks including underlying sand layer, base rock and subgrade.
Solar powered pedestrian crossing flasher assembly including pedestal/post, foundation, anchorage, signage, etc.
- (m) As may apply, any fencing or gates that way exist withing the right of way.
- (n) Traffic calming paver brick system including sand layer, base rock layer, subgrade layer, and abutting Type A mountable curbing constraining perimeter of paver area.

The Town of Jupiter will maintain the following improvements that have been constructed or installed within public right of way areas and the public Sidewalk Easement areas defined in **EXHIBIT B**:

- (a) Roadway and on-street parking area subgrade, base and asphaltic concrete pavement
- (b) On- street parking areas constructed with concrete
- (c) Roadway & sidewalk curbing other than header curbs related to paver brick systems, and curbing related to planter boxes
- (d) Traffic Control signage
- (e) Roadway and on-street parking area striping
- (f) Concrete sidewalks running generally parallel to the roadway and lying within the road right-of-way and within directly abutting public pedestrian access easements.
- (g) Stormwater drainage system including inlets, structures, and pipes that service the right of way drainage. The Town will not maintain drainage facilities that cross the road right of way that facilitate drainage outfall for the private property, nor the drainage pipe from right of way drainage structure in Innovation Way roadway going eastward into (near northwest property corner) and across the Abacoa Specialty Hospital site.
- (h) Concrete ADA ramps and tactile surfaces

EXHIBIT B

PUBLIC EASEMENT AREAS

The infrastructure improvements subject to this Right-of-Way Maintenance Agreement are located in the following public Right-of-Way Tract more particularly described as:

TRACT R1 (Innovation Way) road right of way, according to the plat thereof, recorded in Plat Book 132, Page 141, Public Records of Palm Beach County, Florida.

2' wide and 8 foot wide Public Pedestrian Access Easements, abutting the east right of way line of Tract R1 (Innovation Way) according to the plat thereof recorded in Plat Book 132 Page 141, Public Records of Palm Beach County, Florida.

Quit Claim Deed from NPBCID to Town of Jupiter as recorded in ORB 33838 PG 426 (located at southwest corner of intersection of University Boulevard and Innovation Way).

**AGREEMENT FOR REIMBURSEMENT OF MAINTENANCE AND OPERATION
COSTS FOR STREET LIGHTING BETWEEN**

**ABACOA WORKPLACE MASTER PROPERTY OWNERS' ASSOCIATION, INC., AND
THE TOWN OF JUPITER**

**THIS AGREEMENT FOR REIMBURSEMENT OF MAINTENANCE AND OPERATION
COSTS FOR STREET LIGHTING** (the "Agreement") is executed this ____ day of _____, 2025, between **ABACOA WORKPLACE MASTER PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, established pursuant to Chapter 617 of the Florida Statutes, hereinafter referred to as (the "**Association**"), and the **TOWN OF JUPITER**, a municipal corporation of the State of Florida (the "**Town**").

WHEREAS, Workplace Florida, Ltd., a Florida limited partnership (the "**Developer**"), was the developer of the segment of the road known as Innovation Way, identified as **Tract R1 of ABACOA-REPLAT OF PARCEL B OF TRACT WK4A, according to the plat thereof, recorded in Plat Book 132, Pages 141-145, Public Records of Palm Beach County, Florida** (the "**Re-plat**") and lying within the Town of Jupiter, Florida (the "**Roadway**"); and

WHEREAS, pursuant to Ordinance No. 47-95 and Section 17-112 of the Code of Laws and Ordinances of Jupiter, Florida ("**Ordinance**") Workplace Florida, Ltd was responsible for providing street lighting as part of the construction of the Innovation Way; and

WHEREAS, the Association in fulfillment of the Workplace Florida, Ltd obligation to provide street lighting along the Roadway, has contracted with the Florida Power & Light Company ("**FP&L**") to maintain and power twenty-one (21) street lights within the Innovation Way; and

WHEREAS, the Association is currently responsible for the capital, maintenance, and operation costs for the street lighting along the Innovation Way; and

WHEREAS, the Association meets the eligibility requirements of Section 2 of the Ordinance thereby making it eligible for the Town to assume financial responsibility for the maintenance and operation costs of the street lighting along the Innovation Way through a reimbursement from the Town to the Association; and

WHEREAS, pursuant to the Ordinance, the Town is empowered to assume the financial responsibility for the maintenance and operation costs for street lighting in developments or subdivisions whose roads are dedicated as public roads.

NOW THEREFORE, for Ten (\$10.00) Dollars and the additional consideration of the Town's assuming financial responsibility for the maintenance and operation costs of the street lighting along the Innovation Way right-of-way, and of the promises made by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties do covenant and agree as follows:

Section 1. Whereas clauses contained above are true and correct and are incorporated herein by reference.

Section 2. Reimbursement. The Town hereby agrees, having inspected and accepted the street lighting, to reimburse the Association quarterly as described in Section 3 below, for the electric power and maintenance costs charged by FP&L to the Association for only those streetlights located along the

Attachment 6 - Street Lighting Reimbursement Agreement

Innovation way dedicated by the Re-plat to the Town. **Exhibit A** attached hereto provides a listing of the twenty-one (21) FP&L streetlight pole numbers subject to this Agreement. FP& L's Street lighting and power plans for the Innovation Way are attached hereto as **Exhibit C**.

Section 3. The reimbursement amount shall be only for such maintenance and energy as is shown on FP&L's rate Schedule LT-1 in lieu of SL-1 and any changes thereto as approved by the Public Service Commission for the lamp size shown in lumens or watts, a copy of the current schedule is attached hereto and incorporated in **Exhibit B**. The amounts shown on **Exhibit B** shall exclude any taxes and franchise fees. All invoices to the Town will be paid at the end of the quarter being invoiced.

Section 4. Notwithstanding the Town's reimbursement to the Association for street lighting maintenance and energy costs, the Association shall still be responsible for the following:

(a) The Association shall be responsible for performance of periodic inspection and any and all costs of trimming trees, shrubbery, or other landscaping along the Innovation Way which may be required to ensure proper illumination of right of way and to protect the streetlights from damage.

(b) The Association shall be responsible for periodic inspection, and for prompt notification of FP&L to correct any deficiencies identified through the inspection, whether issues are identified by a resident, the Association, or the Town.

Section 5. Right to Modify. The Association and the Town hereby expressly reserve the right to annul, waive, amend, rescind, or modify any of the restrictions, conditions, agreements, or provisions contained herein, by the Parties' mutual execution of a written amendment to this Agreement.

Section 6. Entire Agreement. This instrument represents the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

Section 7. Governing Law and Venue. This Agreement and all actions or transactions contemplated by it shall be governed by and construed and enforced with the law of the State of Florida. Venue shall be in Palm Beach County.

Section 8. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly, this Agreement shall not be construed more severely against one of the parties than the other.

Section 9. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

Section 10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11. Any changes or amendments of any kind to this Agreement shall be made in writing and executed by both parties. No party shall have the right to unilaterally make any change to the Agreement.

Section 12. Covenant to Run with the Land. This Agreement and the covenants contained herein, shall be perpetual and non-exclusive, shall run with the land, and shall be binding upon the Association and the Town.

Attachment 6 - Street Lighting Reimbursement Agreement

Section 13. Recordation in Public Records of Palm Beach County, Florida. Upon full execution by the parties, this Agreement shall be recorded by the Town in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the dates hereinafter set forth.

ABACOA WORKPLACE PROPERTY OWNERS' ASSOCIATION, INC.

Tyler Kasten

Tyler Kasten, President

Date: September 10, 2024

ATTEST:

By: Brian C. Cich

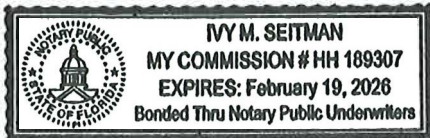
Brian C. Cich

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of September, 2024, by **TYLER KASTEN, AND BRIAN C. CICH**, President and Vice President, respectively, of ABACOA WORKPLACE MASTER PROPERTY OWNERS' ASSOCIATION, INC, a Florida not-for-profit corporation. They are each personally known to me or each has produced a Florida driver's license as identification and did not take an oath.

(Notary Seal)



Ivy M. Seitman

Notary Public, State of Florida

Print Name: Ivy M. Seitman

TOWN OF JUPITER

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 _____, 20____, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida drivers 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

Page 1 of 1

TABULATION OF FPL STREET LIGHTS IN INNOVATION WAY SUBDIVISION

#	FPL POLE NO.	STREET NAME	REMARKS
1	6-7835-0586-4-6	INNOVATION WAY	
2	6-7835-0484-0-3	INNOVATION WAY	
3	6-7835-0584-0-9	INNOVATION WAY	
4	6-7835-0585-0-6	INNOVATION WAY	
5	6-7835-0686-1-7	INNOVATION WAY	
6	6-7835-0687-0-6	INNOVATION WAY	
7	6-7835-0787-0-1	INNOVATION WAY	
8	6-7835-0688-0-3	INNOVATION WAY	
9	6-7835-0789-0-6	INNOVATION WAY	
10	6-7835-0889-0-1	INNOVATION WAY	
11	6-7835-0890-0-2	INNOVATION WAY	
12	6-7835-0991-0-5	INNOVATION WAY	
13	6-7835-0892-0-7	INNOVATION WAY	
14	6-7835-1092-0-8	INNOVATION WAY	
15	6-7835-0994-0-7	INNOVATION WAY	
16	6-7835-1194-0-8	INNOVATION WAY	
17	6-7836-1300-5-7	INNOVATION WAY	
18	6-7836-1502-5-2	INNOVATION WAY	
19	6-7836-1504-5-7	INNOVATION WAY	
20	6-7836-1708-5-7	INNOVATION WAY	
21	6-7836-1705-5-5	INNOVATION WAY	

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.735
Cancels First Revised Sheet No. 8.735

LIGHTING

RATE SCHEDULE: LT-1

AVAILABLE:

In all areas served.

APPLICATION:

For the purpose of lighting streets and roadways, area lighting including parking lots and common areas, whether public or privately owned, and outdoor lighting.

TYPE OF INSTALLATION:

All new installations will be light emitting diodes (LED). Company-owned fixtures normally will be mounted on poles of the Company's existing distribution system and served from overhead wires. For roadway and area lighting, excluding outdoor lighting, the Company may provide special poles or underground wires at the charges specified below. In addition, the Company, at its discretion, may offer the Customer the option of Company-owned fixtures attached to poles owned by the Customer. For these installations, the customer owned poles require pre-approval by a Company representative.

Outdoor lights can only be mounted on accessible existing distribution poles facing the customer's property.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of Company-owned lighting systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source.

For outdoor lights, customer must have an active house or premise account associated with this service.

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by the Company with a credit (not to exceed the total CIAC cost) for the value of this work as determined by the Company;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

REMOVAL OR RELOCATION OF FACILITIES:

If Company owned lighting facilities are removed by Customer request, breach of the Agreement or non-payment, the Customer may be responsible to pay the net book value for the fixtures, poles, and additional lighting facility charges plus the cost to remove the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.

When the Company relocates or removes its facilities to comply with governmental requirements, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and reused at a new location.

In all cases, should the Customer request termination of the Agreement, such termination will require written notice 90 days prior to the date of termination.

CONVERSION OF COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:

For customers converting, Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply.

CHANGE IN FIXTURE SIZE OR TYPE:

At the Customer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good engineering practices. A LED fixture will be the only modification from an LED or non-LED fixture request. The Customer will pay the net book value of the existing fixture, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet 8.736 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes.

(Continued from Sheet No. 8.735.1)

Attachment 6 - Street Lighting Reimbursement Agreement

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.736.1
Cancels Third Revised Sheet No. 8.736.1

MONTHLY RATES FOR MAINTENANCE AND CONVERSION:

Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.46
Maintenance per Fixture for FPL fixtures on Customer Pole	\$1.17
LED Conversion Recovery	\$2.10

MONTHLY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM:

Standard Wood pole	\$5.99
Standard Concrete pole	\$8.20
Standard Fiberglass pole	\$9.68
Decorative Concrete pole	\$17.59

MONTHLY RATES FOR LED FIXTURES*:

Energy Tier	Fixture Tier															
	Charge	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90
D	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70	46.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90	46.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10	47.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30	47.30
U	\$ 4.00	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50	47.50
V	\$ 4.20	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70	47.70
W	\$ 4.40	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90	47.90
X	\$ 4.60	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10	48.10
Y	\$ 4.80	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30	48.30
Z	\$ 5.00	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50	48.50
AA	\$ 5.20	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70	48.70
BB	\$ 5.40	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90	48.90
CC	\$ 5.60	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10	49.10
DD	\$ 5.80	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30	49.30
EE	\$ 6.00	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50	49.50

* Catalog of available fixtures and the assigned billing tier for each can be viewed at www.FPL.com/partner/builders/lighting.html

The non-fuel energy charge is 3.436¢ per kWh; where the kWh is calculated as (wattage x 353.3 hours per month) / 1000

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy

Effective: February 1, 2024

Attachment 6 - Street Lighting Reimbursement Agreement

Fourth Revised Sheet No. 8.736.2
Cancels Third Revised Sheet No. 8.736.2

FLORIDA POWER & LIGHT COMPANY

SPECIAL PROVISIONS:

Where the Company provides fixtures or poles other than those referenced above, the monthly charges, as applicable shall be computed as follows:

Charge: 1.28% of the Company's average installed cost of the pole, light fixture, or both.

Standard maintenance fees to apply
Standard non-fuel Energy Charge to apply

ADDITIONAL LIGHTING CHARGE:

Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.

Charge: 1.28% of the Company's average installed cost of the additional lighting facilities.

As of January 1, 2022, the factor pertaining to Underground Conductor will be closed to new customers.
Underground Conductor 4.902¢ per foot

BILLING

During the initial installation period:

- Facilities in service for 15 days or less will not be billed;
- Facilities in service for 16 days or more will be billed for a full month.

For outdoor lights only, the Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

- a) If a commercially available and Company approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the Customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which the Company has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

(Continued on Sheet No. 8.738)

(Continued from Sheet No. 8.737)

OTHER CHARGES

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the non-fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Service for outdoor lighting will be established for a minimum of one (1) year unless terminated by either the Company or the Customer.

All other services, besides outdoor lighting mentioned above, will require a Lighting Agreement.

Lighting agreements will have an initial term of ten (10) years with automatic, successive five (5) year extensions unless renegotiated or terminated in writing by either the Company or the Customer at least ninety (90) days prior to the current term's expiration. In the event of the sale of the real estate property upon which the facilities are installed, upon the written consent of the Company, the contract may be assigned by the Customer to the Purchaser. No assignment shall not relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by the Company.

Term of service begins upon execution of the Lighting Agreement.

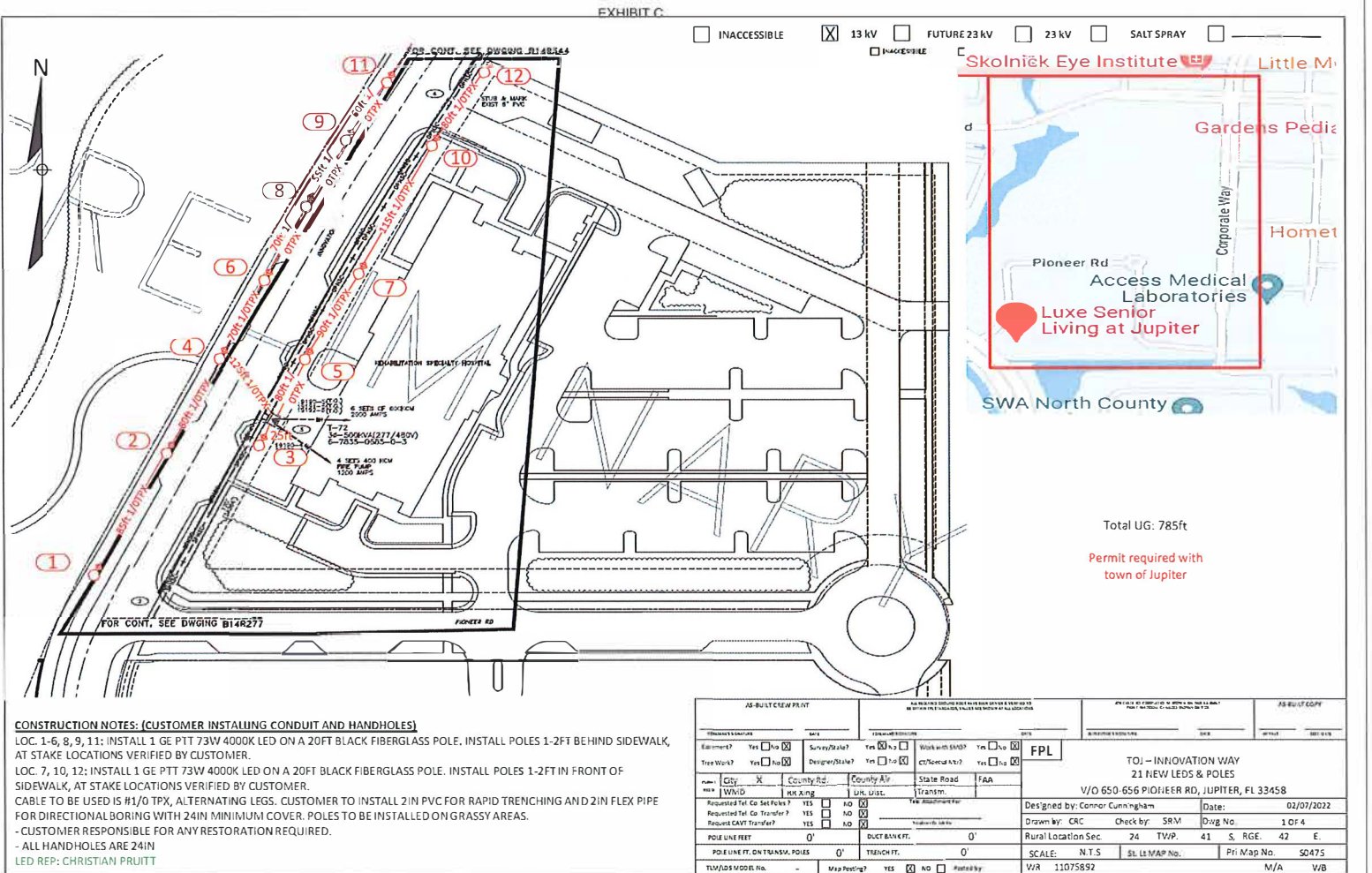
All governmental or commercial / industrial customer contracts to be executed by property owner or governing body.

All existing contract terms prior to January 1, 2022 will be honored.

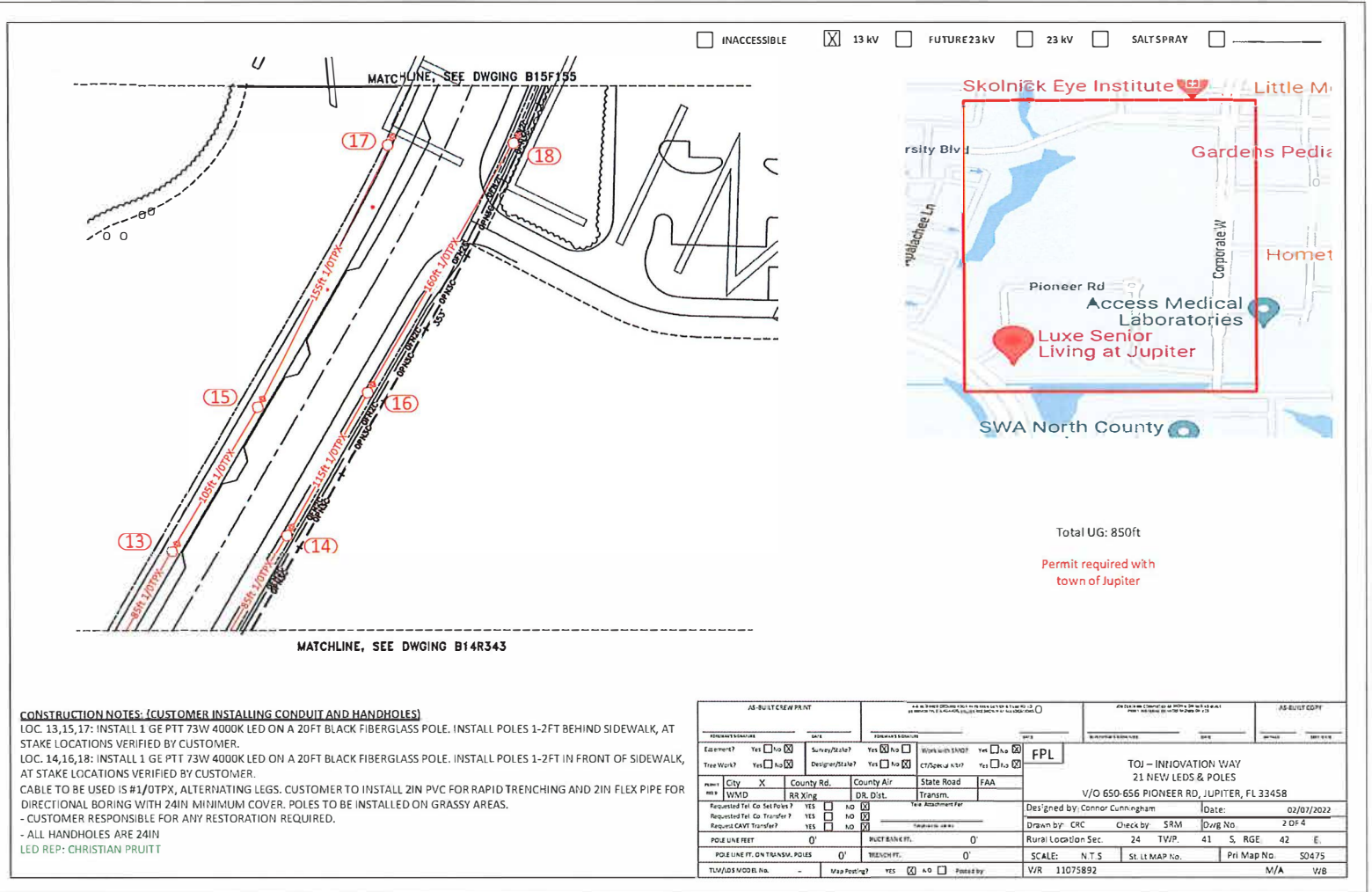
RULES AND REGULATIONS:

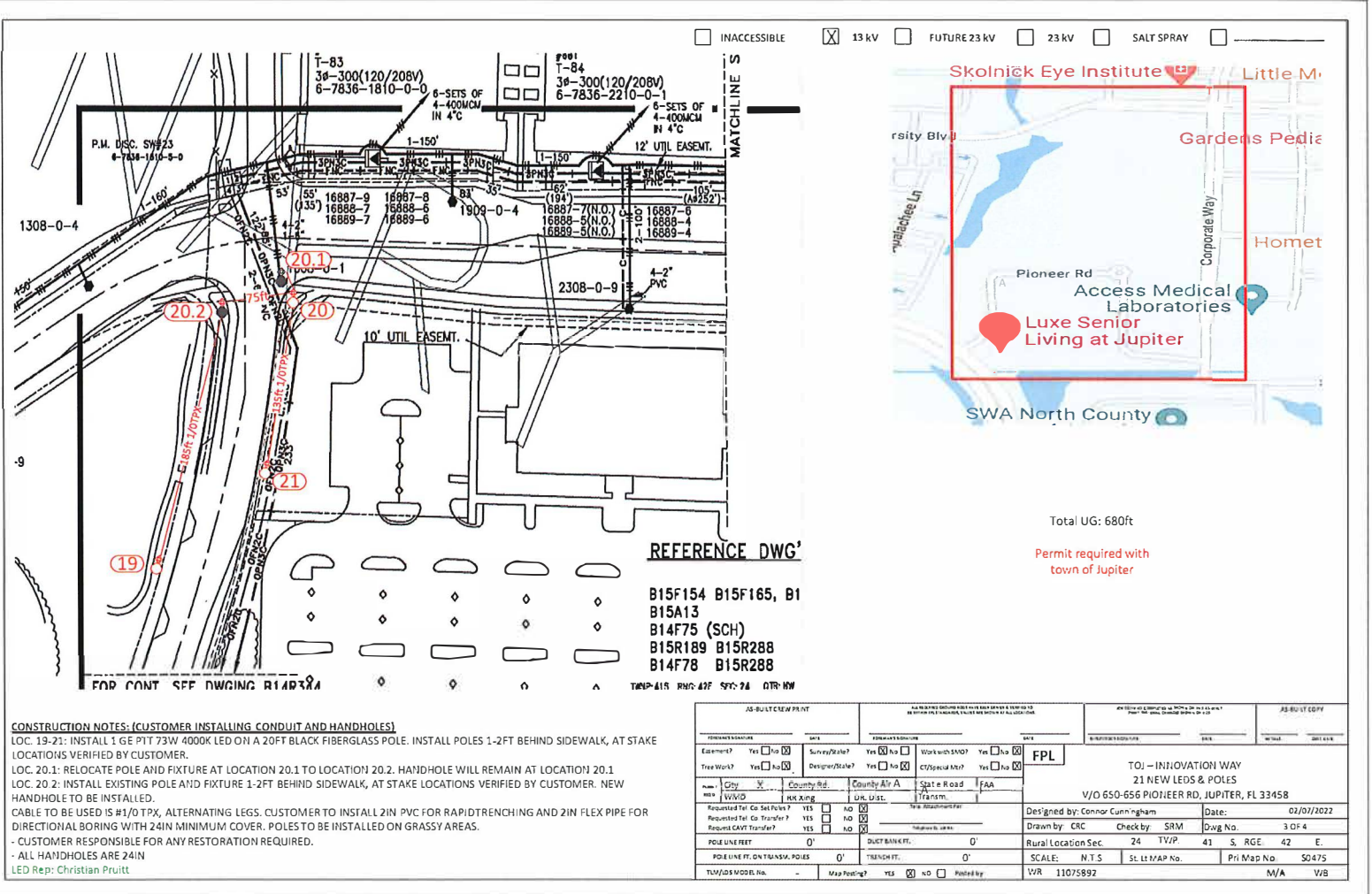
Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said, "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

Attachment 6 - Street Lighting Reimbursement Agreement



Attachment 6 - Street Lighting Reimbursement Agreement





Attachment 6 - Street Lighting Reimbursement Agreement

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____

Location	Address	Grid Number	GPS X	GPS Y	INSTALL				
					Manufacturer	Watts	Style	Color Temp	Fixture Color
1	W/O INNOVATION WAY, 35' N/O PIONEER RD	6-7835-0586-4-6	26.88839312	-80.10893175	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
2	W/O INNOVATION WAY, 135' N/O PIONEER RD	6-7835-0484-0-3	26.88859688	-80.1087991	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
3	E/O INNOVATION WAY, 170' N/O PIONEER RD	6-7835-0584-0-9	26.88861478	-80.10865919	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
4	W/O INNOVATION WAY, 205' N/O PIONEER RD	6-7835-0585-0-6	26.88877694	-80.10866202	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
5	E/O INNOVATION WAY, 245' N/O PIONEER RD	6-7835-0686-1-7	26.88880376	-80.10852642	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
6	W/O INNOVATION WAY, 285' N/O PIONEER RD	6-7835-0687-0-6	26.88894918	-80.10855975	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
7	E/O INNOVATION WAY, 325' N/O PIONEER RD	6-7835-0787-0-1	26.88901548	-80.10838024	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
8	W/O INNOVATION WAY, 355' N/O PIONEER RD	6-7835-0688-0-3	26.88912192	-80.10844915	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
9	W/O INNOVATION WAY, 425' N/O PIONEER RD	6-7835-0789-0-6	26.88926127	-80.10838075	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
10	E/O INNOVATION WAY, 455' N/O PIONEER RD	6-7835-0889-0-1	26.8892912	-80.10821109	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
11	W/O INNOVATION WAY, 480' N/O PIONEER RD	6-7835-0890-0-2	26.88940393	-80.10829163	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
12	E/O INNOVATION WAY, 520' N/O PIONEER RD	6-7835-0991-0-5	26.88948616	-80.10807162	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
13	W/O INNOVATION WAY, 560' N/O PIONEER RD	6-7835-0892-0-7	26.88960156	-80.10815785	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
14	E/O INNOVATION WAY, 600' N/O PIONEER RD	6-7835-1092-0-8	26.88967993	-80.10795226	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
15	W/O INNOVATION WAY, 655' N/O PIONEER RD	6-7835-0994-0-7	26.8895155	-80.10799222	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
16	E/O INNOVATION WAY, 700' N/O PIONEER RD	6-7835-1194-0-8	26.88994583	-80.1077695	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
17	W/O INNOVATION WAY, 735' N/O PIONEER RD	6-7836-1300-5-7	26.89001409	-80.10787865	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
18	E/O INNOVATION WAY, 870' N/O PIONEER RD	6-7836-1502-5-2	26.89032858	-80.10752006	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
19	W/O INNOVATION WAY, 945' N/O PIONEER RD	6-7836-1504-5-7	26.89069752	-80.10756492	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
20	C/O INNOVATION WAY AND UNIVERSITY BLVD	6-7836-1708-5-7	26.89121662	-80.10725513	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK
21	W/O INNOVATION WAY, 1105' N/O PIONEER RD	6-7836-1705-5-5	26.8905358	-80.10734784	GE	73	TRADITIONAL CARRIAGE W/PANELS	4000	BLACK

NOTES:

1. A SEPARATION OF AT LEAST 12" IS REQUIRED BETWEEN STREET LIGHT CIRCUIT OF ANY VOLTAGE AND COMMUNICATION CABLE IN ANY DIRECTION.
2. THE CONDUCTOR OF THE 2/C #6AL STREET LIGHT CABLE (100-302-005) MARKED WITH RIBS IN THE INSULATION SHALL BE USED AS THE NEUTRAL CONDUCTOR.
3. SCRAP LUMBER, TRASH AND OTHER ORGANIC MATERIAL SHOULD BE ELIMINATED FROM ALL BACKFILL.
4. AT LEAST FOUR DRIVEN GROUNDS PER MILE, AS PER NESC, MUST BE INSTALLED. METAL STREETLIGHT POLES AND SERIES STREETLIGHT CIRCUITS HAVE A DRIVEN GROUND AT EACH POLE LOCATION.
5. INSTALLATION OF STREET LIGHT CABLE UNDER STREET PAVEMENT AS SHOWN IN SECTION B-B ABOVE MUST BE APPROVED BY THE AUTHORITY WHICH HAS JURISDICTION OVER THE ROADWAY.
6. DRIVEN GROUNDS MUST NOT EXCEED 25 OHMS BY TEST.
7. HANDHOLES ARE RATED FOR OCCASIONAL VEHICLE TRAFFIC (10,400 LBS), AND SHOULD NOT BE INSTALLED IN STREETS, PARKING LOTS OR COMMERCIAL DRIVEWAYS.

AS-BUILT FIELD PRINT		FOR RECORDS ONLY - NOT TO BE USED FOR CONSTRUCTION		FOR RECORDS ONLY - NOT TO BE USED FOR CONSTRUCTION		AS-BUILT COPY	
DATE: _____		DATE: _____		DATE: _____		DATE: _____	
PROJECT: _____		PROJECT: _____		PROJECT: _____		PROJECT: _____	
SHEET: _____		SHEET: _____		SHEET: _____		SHEET: _____	
DRAWN BY: _____		DRAWN BY: _____		DRAWN BY: _____		DRAWN BY: _____	
CHECKED BY: _____		CHECKED BY: _____		CHECKED BY: _____		CHECKED BY: _____	
DATE: _____		DATE: _____		DATE: _____		DATE: _____	
SCALE: _____		SCALE: _____		SCALE: _____		SCALE: _____	
TYPED BY: _____		TYPED BY: _____		TYPED BY: _____		TYPED BY: _____	

TOWN OF JUPITER
Support of the Jupiter Narrows Conservation Alliance



DATE	December 2, 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 130-25</u> , Jupiter Narrows Conservation Alliance Resolution of Support.

EXECUTIVE SUMMARY

Consideration of Resolution 130-25 to support Jupiter Narrows Conservation Alliance's efforts to save the seagrasses and mangrove islands in the Indian River east of the Jupiter Inlet Outstanding Natural Area.

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

ANALYSIS

On November 6, 2025, the Town Council made a motion for staff to prepare a resolution supporting the Jupiter Narrows Conservation Alliance's restoration efforts of the mangrove islands in the Jupiter Narrows.

As shown on Exhibit "A" of Resolution 130-25, the mangrove islands are located on the east side of the Indian River on the north side of the Beach Road (C.R. 707) bridge, also known as "Cato's Bridge". As detailed in the presentation provided by the Jupiter Narrows Conservation Alliance at the Town Council meeting on November 6th, these mangrove islands and seagrasses have significantly deteriorated over the decades.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 130-25

FUNDING SOURCE

*Funding is not necessary for this request.

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

RESOLUTION NO. 130-25

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER,
FLORIDA, EXPRESSING SUPPORT FOR THE JUPITER NARROWS
CONSERVATION ALLIANCE'S EFFORTS TO RESTORE THE JUPITER
NARROWS MANGROVE ISLANDS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the area and waters known as Jupiter Narrows which is located northeast of Cato's Bridge, and abuts the jurisdictions of the Town of Jupiter and the Village of Tequesta contains environmentally sensitive mangrove island and seagrass beds; and,

WHEREAS, the Jupiter Narrow area is shown in the map attached hereto as Exhibit A; and,

WHEREAS, the Jupiter Narrows Conservation Alliance (JCNA) is a non-profit 501(c)(3) organization devoted to preserving and advocating for the conservation and preservation of the Jupiter Narrows ecosystem; and,

WHEREAS, the Town's 2025 Strategic Initiative to "Protect local seagrass and Loxahatchee River" supports the conservation and preservation of the environmentally sensitive mangrove islands and seagrass beds in the Jupiter Narrows area; and,

WHEREAS, the Town's 2025 Strategic Initiative to "Protect local seagrass and Loxahatchee River" includes an action item to "Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection"; and,

34 **WHEREAS**, the Town Council of the Town of Jupiter supports the JCNA and their
35 environmental restoration proposed for the Jupiter Narrows mangrove islands.

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

38 **Section 1.** The above recitals are declared to be true and correct and are
39 incorporated herein.

40 **Section 2.** This resolution shall become effective upon its execution.

41

42 Attachment: Exhibit "A" – Map of Jupiter Narrows mangrove islands

43

44

45

46

47 #7472010 v1 26503-00001



TOWN OF JUPITER
Approving a Contract to FloridaTours.com, LLC, for Youth Camp Transportation Services



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	Resolution 131-25 Approving a Contract to FloridaTours.com, LLC, for a one-year term with (4) one-year renewals, for Youth Camp Transportation Services in an amount not to exceed \$171,000 annually.

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to award a contract to the successful low bidder, FloridaTours.com, LLC, in the amount of \$171,000.00 annually to provide youth camp transportation services. The contract term is one year with (4) one-year renewals.

Publicly advertised competitive bids were solicited via EUNA OpenBids, formally DemandStar (www.DemandStar.com), from qualified vendors capable of providing youth camp transportation services. Qualified bids were received from three (3) companies, and each was evaluated and reviewed for accuracy, completeness, and ability to provide youth camp transportation services. The evaluation committee discussed and rated each submittal using the selection criteria that were provided in the Invitation to Bid (ITB), which included total cost based on the sample field trip schedule provided, references provided, location/responsiveness, years in business, service quality/safety and reliability, experience with municipal/youth programs, and fleet capacity and conditions.

Based on a high score of 325 out of a possible 400 points, the committee unanimously selected FloridaTours.com, LLC, as the awardee pursuant to the Town Council's approval. FloridaTours.com, LLC, will provide all equipment, labor, materials, supervision, and personnel necessary to provide charter bus services for youth camp transportation.

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

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

ANALYSIS

Staff requests Town Council's approval to award the Town of Jupiter Department of Parks and Recreation ITB-PR-2026-03 in the amount of \$171,000.00 annually to FloridaTours.com, LLC.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Mobility

ATTACHMENTS

1. Resolution 131-25-Transportation Services
2. FloridaTours.com LLC Contract
3. ITB PR 2026-03 Bid Opening RFP Bid Tabulation Sheet
4. Selection Committee Tally Worksheet
5. Selection Committee Meeting - FINAL MINUTES
6. FloridaTours.com, LLC Bid Submittal

FUNDING SOURCE

Amount of this Request	\$171,000 annually for the term of the agreement	
Amount Approved in Budget	\$230,000	Sources: 00136172-534005, Contractual Services Recreation
Additional Funding Requested	\$0	Sources:

For more information or copies of the attachments, please contact Mike Hoffmann at mikeh@jupiter.fl.us or 561-741-2471.

RESOLUTION 131-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR YOUTH CAMP TRANSPORTATION SERVICES WITH FLORIDATOURS.COM, LLC, IN AN AMOUNT NOT TO EXCEED \$171,000.00 ANNUALLY

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 desires to retain the services of the Contractor to provide services associated with transporting children enrolled in the Town's youth camps; and

WHEREAS, the Town solicited proposals from companies qualified to provide transportation services in accordance with the Town's Invitation to Bid for Youth Camp Transportation Services (ITB PR 2026-03) on Demandstar and on the Town's website; and

WHEREAS, the Town staff has reviewed a proposal from the Contractor and determined that the Contractor's proposal is responsive and that the Contractor is qualified to provide the services solicited; and

WHEREAS, the Contractor has represented that it is able to satisfactorily provide the services and materials according to the terms and conditions of the Invitation to Bid; and

WHEREAS, evaluation of FloridaTours.com, LLC's quote for transportation services deems it acceptable for award of the contract; and

WHEREAS, the Town has budgeted these funds and a 20% contingency to fund the services, for a total of \$171,000 annually, to be provided as part of the Recreation Programs operating budget.

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

Section 1. The contract between the Town of Jupiter and FloridaTours.com, LLC is hereby accepted and the Mayor is authorized and directed to execute the contract on behalf of the Town.

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



Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

**AGREEMENT FOR TRANSPORTATION SERVICES FOR
TOWN OF JUPITER YOUTH CAMPS**

THIS AGREEMENT FOR TRANSPORTATION SERVICES FOR TOWN OF JUPITER YOUTH CAMPS

(Agreement) is made and entered into this 12th day of January 2026 (the “effective date”), by and between the **Town of Jupiter**, a Florida municipal corporation (hereinafter referred to as “Town”), whose address is 210 Military Trail, Jupiter, Florida 33458, and FloridaTours.com, LLC, a corporation (hereinafter referred to as “Contractor”), whose principal address is 2705 Burris Road, Davie, Florida 33314.

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 desires to retain the services of the Contractor to provide services associated with transporting children enrolled in the Town’s youth camps; and

WHEREAS, the Town solicited proposals from companies qualified to provide transportation services in accordance with the Town’s Invitation to Bid for Youth Camp Transportation Services (ITB PR 2026-03) on Demandstar and on the Town’s website; and

WHEREAS, the Town staff has reviewed a proposal from the Contractor and determined that the Contractor’s proposal is responsive and that the Contractor is qualified to provide the services solicited; and

WHEREAS, the Contractor has represented that it is able to satisfactorily provide the services and materials according to the terms and conditions of the Invitation to Bid; and

WHEREAS, evaluation of FloridaTours.com, LLC’s quote for transportation services deems it acceptable for award of the contract; and

WHEREAS, the Town has budgeted funds and a 20% contingency to fund the services, for a total a total of \$171,000 annually, to be provided as part of the Recreation Programs operating budget.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Town agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the Town's Invitation to Bid for Youth Camp Transportation Services (Attachment 1- ITB PR 2026-03), and the Contractor's response to the Invitation to Bid, including all addenda and documentation required thereunder (Attachment 2- Contractor's Bid). ITB PR 2026-03 and the Contractor's response thereto are attached hereto and incorporated herein.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall, to the satisfaction of the TOWN, fully and timely provide all vehicles, drivers, and maintenance to perform transportation services for the Town, specifically the Department of Parks and Recreation, on the basis of the Town's 2026 Youth Camp-Transportation Needs.

The Town shall provide Contractor with a minimum of one (1) week advance written notice of the daily field trip locations. The Contractor shall make all reasonable efforts to accommodate the Town in the event the Town's written notice is late.

Contractor shall provide coach-style buses with a minimum seating capacity of 55 passengers to include air-conditioning and seatbelts.

ARTICLE 3. COMPENSATION

The Town shall pay the Contractor for performing the services according to the terms and conditions of the Contractor's bid. All payments shall be made in accordance with Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor, and the acceptance of the same by the Town.

Contractor shall submit weekly invoices for payment by the Town.

The Town reserves the right to make alterations in the character of the Work, which involve a change in the scope of services.

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. If any agreed upon change or change initiated by the Town results in the increase of the scope of work or Contract price, the Town's authorization must be received in advance of any additional work and/or prior to Contractor incurring additional costs.

If there is a need for an increase in the Contract sum, Contractor shall give written notice to the Town of any claim for an increase in the Contract sum or Contract performance period arising under or relating to the Contract within seven (7) days after the start of the event-giving rise to such claim. In connection with any such request, Contractor must also provide the Town with full and complete claim documentation, which includes the reason for the extension and estimated costs and additional time associated with any such delay. Submittal of the written request and required documents are each a conditions precedent to the Contractor bringing any action in law 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.

ARTICLE 4. AGREEMENT TERM

The term of the agreement shall commence as of the date the Agreement is duly executed by the parties and shall remain in effect for one (1) year. The term may be renewed annually for four (4) additional one (1) year periods, subject to the mutual consent of the Town and Contractor. Annual renewal pricing shall be adjusted proportionally to reflect any increase or decrease in the size of the youth camp enrollment for the upcoming contract year. Rates provided on the Contractor's bid sheet shall remain fixed annually. Any agreement shall be subject to, and contingent upon, the proper appropriation and availability of funds budgeted by the Town Council in the Town's annual operating budget.

ARTICLE 5. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon providing 30 days prior written notice to the other party. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Contractor is in breach of this Agreement, the Town shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 6. PUBLIC RECORDS

6.1 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

6.2 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6.3 If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

6.4 A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

6.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

ARTICLE 7. NEWS RELEASES

The Contractor shall obtain the prior written approval of the Town Manager's Office of all news releases or other publicity pertaining to the Agreement the service, or project to which it relates.

ARTICLE 8. INSURANCE

The Contractor shall, at its sole expense, agree to maintain in full force and effect at all times during the term of this Agreement, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as TOWN'S review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Agreement.

(a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Contractor shall ensure that the Town of Jupiter is endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Town of Jupiter, including, all elected or appointed officials, employees, and agents shall be included as an additional insured. The Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.

(b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$25,000 the Town reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the term of this Agreement, the Contractor agrees to purchase a SERP with a minimum reporting period not less than three years. The Contractor agrees that this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

(c) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the state of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.

(d) Automobile Liability at a limit of liability not less than \$5,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Contractor shall agree this coverage shall be provided on a primary basis.

The Town, by and through its Department of Human Resources, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Agreement, the Contractor shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the Agreement is signed by the Contractor.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Department of Human Resources Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30 day notice for cancellation, non-renewal, or modifications.

The Contractor's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Contractor shall indemnify, hold harmless and defend at its sole cost the Town, its officials, agents, and employees, against and assume all liability for any and all claims, suites, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services being provided in this Agreement and resulting or occurring from any alleged negligence, act omission or error of the Contractor, its agents or employees and/or arising from the failure of the Contractor, its agents, or employees to comply with each and every requirement of this Agreement or with any Town, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole

purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this Agreement.

Insurance coverage required herein shall be in force throughout the term of the Agreement. The Contractor shall provide the endorsements of insurance as required herein prior to its execution of the Agreement.

ARTICLE 9. LICENSES

The Contractor and its employees providing the services shall be fully licensed and certified in the State of Florida.

ARTICLE 10. INDEPENDENT CONTRACTOR

At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes which are necessary to provide the services.

ARTICLE 11. EQUAL OPPORTUNITY REQUIREMENTS

In carrying out the services pursuant to this Agreement, the Contractor shall comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of this Agreement. The Contractor shall not discriminate on the basis of race, color, creed, religion, sex, national origin, age, physical disability, mental disability, history of physical or mental disability, marital status, familial status, veteran status, sexual orientation, the presence of a non-job related medical condition, or any form of unlawful discrimination.

ARTICLE 12. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

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

12.2 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

12.3 Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

12.4 Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall

be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

ARTICLE 13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the Town from entering in to a Contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the Town with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The Contractor, by its execution of this Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Contractor is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The Town reserves the right to terminate this Contract if the Contractor is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

ARTICLE 14. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to a Contract with a Contractor that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The Contractor, by its execution of this Contract, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The Town reserves the right to terminate this Contract if the Contractor is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Town, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

ARTICLE 15. AUDIT

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement 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 Town to be material breach of this Agreement justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

(The remainder of this page intentionally left blank)

IN WITNESS THEREOF, the parties hereto have executed this agreement on the date herein above first written.

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

Printed Name

Title

#6133112 v1 26503-00001



TOWN OF JUPITER RFP BID TABULATION

CALL TO ORDER: Kristin George 1:01pm
 BID Title: ITB PR 2026-03
 BID #: Youth Camp Transportation Services

OPENING DATE AND TIME: 11/5/25 1:00pm
 LOCATION: Town Hall Community Room
 IN ATTENDANCE: Kristin George, Merriane
Lahmeyer, Kevin Adams, Derek Harse,
Mike Hoffmann

<u>VENDOR</u>	<u># OF COPIES</u>	<u># OF ELECTRONIC COPIES</u>	<u>Total Bid Price</u>
Florida Tours	1	1	\$ 142,500.00
Academy Express LLC	1	0	\$ 243,500.00
Pico Bros	1	1	\$ 254,560.00

Apparent low bidder: Florida Tours

Bid Closing time: 1:05pm

Call to Order: Kevin Adams 1:15pm

ITB PR 2026-03

Youth Camp Transportation Services

Selection Committee Meeting Time and Date: 11/14/25 1:15pmLocation: Town Hall Community RoomIn Attendance: Kevin Adams, Derek Harse, Garret Watson, Shawn Reed (phone)

Town of Jupiter ITB PR 2026-03 Selection Committee Tally Worksheet			
Did Contractor meet all ITB submittal criteria? If NO, explain.	YES	YES	YES
	Academy Express LLC	Florida Tours	Pico Brothers
	Score	Score	Score
Kevin Adams	60.63	71	44.52
Derek Harse	64.63	86	52.52
Shawn Reed	56.63	78	40.52
Garret Watson	60.63	90	48.52
Total	242.52	325	186.08

Meeting End Time: 1:20pm

FINAL MINUTES
TOWN OF JUPITER
ITB PR 2026-03
SELECTION COMMITTEE
Friday, November 14, 2025
1:15pm

The meeting was called to order by Recreation Supervisor Kevin Adams at 1:15pm.

Present were: Kevin Adams, Recreation Supervisor, Derek Harse, Recreation Supervisor, Garret Watson, Principal Planner, Shawn Reed (via phone), Director of Community Relations.

The members of the selection committee reviewed and evaluated all qualified proposals received. They were: Florida Tours, Academy Express LLC, and Pico Brothers.

The committee discussed and rated each proposal using the selection criteria that was provided in the ITB. The criteria included total cost based on the sample field trip schedule provided, references provided, location and responsiveness, years in business, service quality/safety & reliability, experience with municipal/youth programs, and fleet capacity & condition.

Based on this evaluation the proposal submitted by Florida Tours was judged superior with a score of 325 out of a possible total score 400.

The meeting was adjourned at 1:20pm.



Bid Response

BID #PR 2026-03

Youth Transportation Services

Submitted By:
FloridTours.com LLC



November 3rd, 2025

Town of Jupiter
Selection Committee
210 Military Trail
Jupiter, Florida 33458

Re: Youth Camp Transportation Services Bid #PR 2026-03

Dear Selection Committee

Thank you for allowing FloridaTours.com the opportunity to submit a response to your RFP. As South Florida's largest locally owned & operated motorcoach company, the Town of Jupiter campers would be in great hands with us.

Some of the highlights of choosing our firm include:

- An unwavering commitment to safety
- South Florida's largest, locally owned & operated fleet
- \$5M in auto insurance coverage
- \$1M in workers' compensation coverage
- \$1M in SAM (Sexual Abuse Molestation) coverage
- Local management, local expertise
- Extensive summer camp experience
- 10+ years in business

Should you need anything further not found in this proposal, please feel free to contact me at (954) 637-1933 or bret@floridatours.com.

Respectfully yours,

Bret T. Brittenum

Bret T. Brittenum
Chief Operating Officer
FloridaTours.com LLC

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that FloridaTours.com LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of FloridaTours.com LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Signature

Bret T. Brittenum, COO

Print Name/Title

11/3/25

Date

STATE OF FLORIDA

COUNTY OF Broward

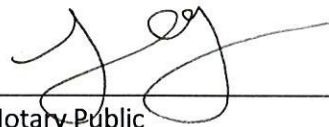
The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 3rd November 2025 (date) by _____

Bret Brittenum (name of officer or agent, title of officer or agent) of FloridaTours.com LLC (name of

contractor company acknowledging), a FL (state or place of incorporation) corporation,

on behalf of the corporation. He/she is personally known to me or has produced

personally known (type of identification) as identification.



Notary Public

BIDDER'S CERTIFICATION

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

CORRECT LEGAL NAME OF BIDDER: FloridaTours.com LLC

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: COO

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Stephen Crane Gladding

ADDRESS: 6278 N. Federal Highway Ft. Lauderdale, Florida 33308

PHONE NO: (954) 637-1933

FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER: 36-4811720

**BID FORM/PROPOSAL
YOUTH CAMP TRANSPORTATION SERVICES
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: PR 2026-03**

DATE SUBMITTED: 11/3/25

BIDDERS NAME: FloridaTours.com LLC

SIGNATURE:



1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the Contract to be awarded; that this Bid is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Bid in this procurement; and that the Bid made is in all respects fair, in good faith and made without collusion or fraud.
2. The Bidder further declares that the Bidder has examined the Plans and Specifications for the Work and the Contract Documents, including but not limited to, the Request For Bids, Instructions to Bidders, Bid Form, Sworn Statement on Public Entity Crimes and Sample Contract, and all other forms included with the Bid Documents, and has read all of the Bid Documents furnished by the Town prior to the opening of Bids; and that the Bidder fully understands the Work/Service to be performed.
3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work under this Contract beginning on Monday, January 12, 2026.
4. If this Bid is accepted, it is understood that all terms and conditions of the Bid documents shall be binding upon the parties. If awarded the Contract, the undersigned Bidder agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the Work including the insurance, indemnification, the Instructions to Bidders and General Conditions.
5. The Bidder understands that this Bid does not constitute a contract with the Bidder. There is no official contract binding the parties until: (1) bids are reviewed and accepted by Town staff; (2) the Contract has been approved by the appropriate level of authority within the Town; and (3) the Contract has been executed by both parties.
6. The undersigned Bidder understands and agrees that if the Bidder is awarded the Contract but fails to execute and deliver the Contract within fifteen (15) days after receipt of the Contract, then the Town may elect to award the Contract to another firm.
7. The legal name of the Bidder together with the signature of the person authorized to bind the Bidder, and the signature of any licensee qualifying the Bidder, must appear on the signature page of this Bid.
8. The Bidder understands and agrees that the Bidder must perform all work necessary to complete the job as described in the Scope of Services and Agreement. Payment will be made only for the

actual quantities of Work performed and accepted or materials furnished in accordance with the Contract.

9. The undersigned Bidder hereby states that, in making this Bid, the Bidder has complied with Section 725.06, Florida Statutes (if that law is applicable to this project), by including in the amount of the Bid, the specific consideration for the indemnification of the Town by the Bidder as required by this statute.
10. Both the Bidder and the licensee shall fill in the information below as required by Chapter 489, Florida Statutes. Licensee is defined herein as the person who is the licensed Contractor who qualifies the bidding entity. If the Bidder is an individual, the individual must be licensed. (Please print or type, excluding signatures).

NAME: FloridaTours.com LLC

ADDRESS: 2705 Burris Road, Davie, Florida 33314

FEID OR SOCIAL SECURITY NUMBER: 36-4811720

LICENSE NUMBER: US DOT 2800589

STATE OR COUNTY: United States of America

LICENSE TYPE: US DOT Authority
(Attach a copy of License)

LICENSE LIMITATIONS, IF ANY: (Attach a separate sheet of limitations, if necessary)

LICENSEE SIGNATURE: 

BIDDER'S NAME: FloridaTours.com LLC

BIDDER'S SIGNATURE: 

BIDDER'S ADDRESS: 2705 Burris Road, Davie, Florida 33314

BIDDER'S PHONE NUMBER: 954-637-1933

BIDDER'S FAX NUMBER: 954-637-1934

ADDENDUM ACKNOWLEDGEMENT (If necessary)

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

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

(Signature)

(Address)

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

(Signature)

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

(Address)

(Name of Partnership)

(Business Address of Partnership)

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

FloridaTours.com LLC

(Name of Corporation)



Bret T. Brittenum

(President)

2705 Burris Road, Davie, Florida 3330

(Address)

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

(Corporate Seal)

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

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

- PR2026-03
1. This sworn statement is submitted with Bid or Contract No. ____ for Youth Camp Trans.
 2. This sworn statement is submitted by FloridaTours.com LLC.

(Name of entity submitting sworn statement)

Whose business address is 2705 Burris Road, Davie, Florida 33308
(if applicable) its Federal Employer Identification Number (FEID) is 36-4811720
(if the entity has no FEID, include the Social Security Number (SSAN) of the individual signing this sworn statement _____ (SSAN)
 3. My name is Bret T. Brittenum and my relationship
(Please print name of individual signing this form)
to the entity named above is Chief Operating Officer.
 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 6.1. A predecessor or successor of a person convicted of a public entity crime; or
 - 6.2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

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

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


(Signature)

11/3/25
(Date)

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

3rd Day of November 20 25

Personally known

Produced identification

Notary Public, State of

Florida

My commission expires

5/8/29

(Printed typed or stamped commissioned name of notary)



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

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

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

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

Contractor Name: FloridaTours.com LLC
Address: 2705 Burriss Road
City: Davie State: Florida Zip: 33308

Signature:  Date: 11/3/25

NON-CERTIFICATION:

Contractor Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

QUALIFICATION STATEMENT

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

SUBMITTED TO: Town of Jupiter
(Purchasing Administrator)

ADDRESS: 210 Military Trail
Jupiter, Florida 33458

CIRCLE ONE

SUBMITTED BY: FloridaTours.com LLC

NAME: Bret T. Brittenum

ADDRESS: 2705 Burris Road Davie, Florida 33308

Corporation
Partnership
Individual
Other
LLC

TELEPHONE NO. 954-637-1933

FAX NO. 954-637-1934

E-MAIL ADDRESS: bret@floridatours.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: FloridaTours.com LLC

The address of the principal place of business is: 2705 Burris Road, Davie, Florida 33308

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

- a. Date of Incorporation: June 2015
- b. State of Incorporation: Florida
- c. President's name: Stephen Crane Gladding II
- d. Vice President's name: Bret T. Brittenum
- e. Secretary's name: Stephen Crane Gladding
- f. Treasurer's name: Stephen Crane Gladding
- g. Name and address of Resident Agent:

Stephen Crane Gladding
6278 N. Federal Highway Ft. Lauderdale, Florida 33308

3. If Bidder is an individual or a partnership, answer the following:
- a. Date of organization: June, 2015
- b. Name, address and ownership units of all partners:
Company is privately owned by shareholders

- c. State whether general or limited partnership: LLC
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
FloridaTours.com LLC is an LLC

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?
Ten years and five months
- a. Under what other former names has your organization operated?
None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
US DOT #2800589

8. Have you personally inspected the site of the proposed work?
(Y) X (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____
N/A
10. Did you attend the Pre-Bid Conference if any such conference was held?

(Y) ____ (N) X

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
Absolutely not. We provide excellent service and have never not been able to complete
any project or contract.

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer
or partner of another organization when it failed to complete a contract? If so, explain fully.

No.

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

Signature

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 3rd day of November, 2025 By Bret Bottenum of
FloridaTowns.com, who is personally known to me or who has produced personally
known as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

TAYLOR STADLER
NOTARY PUBLIC
MY COMMISSION
EXPIRES 5-8-2029
COMMISSION NUMBER 145037

(Name of Notary Public: Print)
Stamp, or (Seal of Commission)

Youth Camp Transportation – Supplemental Questions

Directions:

Please provide complete responses to the following questions. Your answers will help the Selection Committee evaluate your company's qualifications, operational readiness, and approach to providing safe, reliable transportation services for the Town of Jupiter's Youth Camp programs. Attach additional sheets if necessary. For any requested documentation or photos, please label attachments clearly.

- a. Business Locations** The primary buses utilized for this service would be housed in Jupiter.

- a. Primary dispatch location for buses serving the Town of Jupiter:
Address: 135 Hibiscus Street
City/State/ZIP: Jupiter, Florida 33458
- b. List any additional facilities used for bus storage or maintenance in Region 1 (Palm Beach, Martin, and St. Lucie Counties).
Location(s): _____
Number of buses at each location: _____
- c. List any additional facilities used for bus storage or maintenance in Region 2 (Broward, Indian River, and Miami-Dade Counties).
Location(s): 2705 Burris Road, Davie Florida 33308
Number of buses at each location: 40
- d. List any additional facilities used for bus storage or maintenance in Region 3 (Brevard, Monroe, Orange, Osceola, Polk, and Hillsborough Counties).
Location(s): _____
Number of buses at each location: _____

b. Years in Transportation Services

- a. Number of years your company has been providing transportation services: 10.5 years
years
- b. Briefly describe the types of transportation services provided (e.g., youth camps, charter trips, municipal contracts, school routes): We provide service to schools, cities, camps, colleges, and cruise lines.

c. Service Quality, Safety & Reliability

- a. Provide any client testimonials, reviews, or performance feedback demonstrating customer satisfaction.
☐ Attached ☒ Not available

- b. Provide copies or excerpts of your written safety, driver training, maintenance, or reliability standards (may include relevant portions of your mission or safety statements).

☒ Attached ☐ Not available

d. Experience with Municipal and Youth Programs

- a. List or describe contracts within the past five years involving municipal, recreation, or youth camp transportation services.

☒ Additional details attached

- b. Provide references, testimonials, or performance evaluations from these agencies or organizations.

☒ Attached ☐ Not available

e. Fleet Capacity and Condition

- a. Provide the following fleet information:

Total number of buses: 40 Passenger capacity range: 30-61

Average vehicle age: Varies years 2008-2025 model years

- b. Attach photos of your fleet and any inspection certificates or documentation verifying compliance with operational safety standards.

☒ Attached ☐ Not available

- c. Provide any customer testimonials or reviews referencing the condition, cleanliness, or comfort of your vehicles.

☐ Attached ☒ Not available

6. Certification

I hereby certify that all daily rates entered for each region and the final total annual estimated price are accurate and true to the best of my knowledge.

Signature: 

Printed Name: Bret T. Brittenum

Title: Chief Operating Officer

Date: 11/3/25

REFERENCES

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

BIDDER (COMPANY NAME): FloridaTours.com LLC
ADDRESS: 2705 Burris Road, Davie, Florida 33314
TELEPHONE NO: () 954-637-1933
CONTACT PERSON: Bret T. Brittenum
TITLE: COO
NUMBER OF YEARS IN BUSINESS: 10.5 years
ADDRESS OF NEAREST FACILITY: Offices in Davie. Parking area in Jupiter.
LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: City of Riviera Beach Parks & Recreation
ADDRESS: 2499 Avenue H West, Riviera Beach, Florida 33404
TELEPHONE NO: (561) 845-4071
CONTACT PERSON: Rashard Romes
TITLE: Staff Assistant
DATE PRODUCTS/SERVICES SOLD: Summer of 2024 & 2025

2. COMPANY NAME: City of Delray Beach
ADDRESS: 1905 SW 4th Avenue, Delray Beach, Florida 33444
TELEPHONE NO: (561) 243-7000
CONTACT PERSON: Verna Harris
TITLE: Recreation Supervisor
DATE PRODUCTS/SERVICES SOLD: 2022 to present

3. COMPANY NAME: City of Sunrise
ADDRESS: 10770 W. Oakland Park Blvd, Sunrise 33351
TELEPHONE NO: (954) 581-0700
CONTACT PERSON: Amanda Tomlinson
TITLE: Director, Summer Camp & Leisure Services
DATE PRODUCTS/SERVICES SOLD: 2023 to present

BID CHECKLIST
YOUTH CAMP TRANSPORTATION SERVICES
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO. PR 2026-03

Bidders Name: FloridaTours.com LLC

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

1. Complete E-Verify Documentation
2. Complete Bidder's Certification
3. Properly complete the Bid Form/Proposal.
 - a. Fill in all blanks on the Bid Form/Proposal.
 - b. Insert a Total Cost for each regions daily or half-day rate.
 - c. Sign, date and provide corporate seal (if applicable) including witnesses.
 - d. Attach a copy of the qualifier's State or County (as applicable) business license.
 - e. Bid is signed by one duly authorized to do so, if not attach principal's written authorization to do so.
 - f. Bids by corporation must be executed in the Corporation Name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
 - g. Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
 - h. If the Bid involves a joint venture, a copy of the joint venture agreement shall be included with the Bid along with the attached "Statement of Business Organization".
4. Complete, sign, date and notarize the Sworn Statement on Public Entities Crime.
5. Complete Debarment Certification
6. Complete Qualifications Statement.
7. Complete Supplemental Questions.
8. Complete Foreign (Non Florida) Corporations.
9. Fill out references.
10. Certificates of Insurances, if required.
11. Acknowledge receipt of any and all Addenda.

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

Supplemental Information

Clients

In addition to the clients noted on the reference page, FloridaTours.com also currently provides transportation to the following summer camps.

- Summer Camps
 - Various Palm Beach County Schools After School Sites
 - City of Riviera Beach
 - City of Delray
 - City of Parkland
 - City of Margate
 - City of Dania Beach
 - City of Coconut Creek
 - Gerri's Travel Camp
 - Temple Beth Torah Benny Rok Camp
 - First Baptist Church of Pompano Beach
 - First Presbyterian Church of Pompano
 - Glades Day School of Belle Glade
 - Boys & Girls Club of Palm Beach County
 - Boys & Girls Club of Miami-Dade
 - Special Olympics of Broward County
 - Liberty City Optimist

Motorcoach Fleet

The entire FloridaTours.com fleet is thoroughly maintained by ASE certified maintenance personnel. Whether a repair is done locally in our own repair facility, or performed at the warrantied dealership, all



well maintained vehicle.

repairs are monitored by FloridaTours.com management. Our buses are one of the most important components of our company and the need to maintain them is of the utmost importance. With one of the lowest road failure rates in the industry, the attention to detail found within our fleet is quite evident by their performance.

Daily inspections; both pre and post trip, coupled with 5k, 10k, and 25k intensive competent replacement, servicing, and inspection are performed. This allows FloridaTours.com to not only maintain and cost-effective maintenance program, but allows the passengers to have a safe and worry free journey knowing that they are traveling on a



Safety is not just a catch phrase or a fledging thought but along with customer service is a core principle found within all aspects of our company. From our approach to selective driver hiring, to our health and drug screening protocol, to our on-the-road monitoring, and finally our comprehensive driver review sessions, FloridaTours.com makes safety a priority.

We maintain an electronic logging system to monitor drivers' hours of service. This real-time data based system allows our Dispatch Center personnel schedule legally compliant trips and driver shifts. FloridaTours.com is in the implementation stages of an onboard camera system that will be utilized to better train and observe drivers on their driving habits.

The FloridaTours.com fleet consists of just over 60 motorcoaches and buses. These buses are owned, long-term leased, and short-termed leased. All of our fleet is available to the Town of Jupiter.

The most important part of any safety culture is that an unwavering commitment to safety exists. With the owner and senior leadership team always focused on safety, it ensures that everyone on the team understands the intense need to remain safety focused.

Drivers

The FloridaTours.com Most Important Asset: Our Driver-Hosts. The word "driver" does not fully explain what a FloridaTours.com Driver-Host truly does. Since we aim to be a different type of company with a "Florida Fun" feel, we employ individuals who most importantly must be safe drivers but must also have engaging and fun personalities. We currently retain only about 20% of our new hires beyond a few weeks from hiring due to our stringent demands which truly results in FloridaTours.com leading the market.

All FloridaTours.com Driver-Hosts must possess a State of Florida Commercial Driver's License Class B with airbrake and passenger endorsement. All drivers must have a clean driving background with limited tickets, no DIU convictions ever, and must have exhibited a history of safe driving. New drivers must have a clean criminal background and comply with all pre-screening of both the local school district and that of Port Everglades. Finally, all Driver-Hosts we hire must complete a thorough medical exam certifying they are safe for driving and successfully pass a urine drug analysis. Only when a Driver-Host candidate has completed all of these steps will they enter service on a probationary/training status.

All drivers are required to be screened by the Palm Beach County School District. This thorough check ensures all driver serving campers and students have been vetted.

Once employment has commenced, new Driver-Hosts are trained on the FloridaTours.com way of conducting business and how we treat our guests. From our warm hellos, to the way in which we drive buses, to how we introduce ourselves the day prior, to the effective yet gentle way in which we load luggage, each driver is required to exhibit these traits at all times.



Prior to each trip, the Driver-Host and a Dispatcher review the trip in detail, individually, and resolve any issues prior to departure. This one-on-one approach to dispatching is just another way that we will differentiate ourselves from our competitors.

Once every six months, a comprehensive review of each driver is conducted. This may seem daunting as we have a fairly large Driver-Host pool; however, these individual reviews conducted between each driver and the leadership team allow the driver to be analyzed and critiqued while offering advice and assistance for improving. This review also allows the driver to air any concerns with the management and to have any possible confusion eliminated.

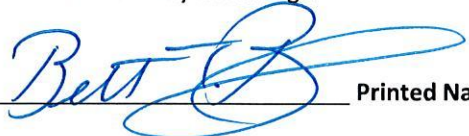
Town of Jupiter – Camp Transportation Bid Sheet

Bidders: Only fill in the unshaded rate cells (Daily Rate for all Regions and Half-Day Rate for Region 1).

Important: This form must be completed in Adobe Acrobat Reader (free) or Adobe Acrobat Pro. Other PDF viewers may not display or calculate fields correctly.

Category	Region 1: Palm Beach, Martin, & St. Lucie Counties	Region 2: Broward, Indian River, & Miami-Dade Counties	Region 3: Brevard, Monroe, Orange, Osceola, Polk, & Hillsborough Counties
ESTIMATED NUMBER OF TRIPS (Annually including Youth Day Camp and School's Out Camps)			
Full-Day Trips (Regions 1, 2 & 3)	120	10	5
Half-Day Trips (Region 1 only)	70	Region 2 trips may include extended hours from approximately 8:00 am - 6:00 pm	Region 3 trips may include extended hours from approximately 6:00 am - 11:00 pm
RATES (Bidder Entered Rates Below = Price per region for full day and half-day)			
Daily Rate (\$ / full day)	750	850	1800
Half-Day Rate (\$ / half-day)	500		
CALCULATIONS (Auto-Calculated = Number of estimated trips x Rate)			
Region 1 Full-Day Subtotal	\$ 90,000.00		
Region 1 Half-Day Subtotal	\$ 35,000.00		
Region 2 Subtotal (Full-Day Only)		\$ 8,500.00	
Region 3 Subtotal (Full-Day Only)			\$ 9,000.00
Region 1 TOTAL	\$ 125,000.00		
Region 2 TOTAL		\$ 8,500.00	
Region 3 TOTAL			\$ 9,000.00
FINAL TOTAL PRICE (ANNUAL ESTIMATE = Sum of totals for each region)			
\$ 142,500.00			

Certification: I hereby certify that all daily rates entered for each region and the final total annual estimated price are accurate and true to the best of my knowledge.

Signature:  Printed Name: Bret T. Brittenum Date: 11/3/25

Youth Camp Transportation – Bid Evaluation (100 Points)

Enter Lowest Bid, Closest Distance, and longest years in business in Box A. Enter this vendor's Name, Bid, Distance, and Years in Business in Box B. Cost, Location, and Years in Business will auto-calculate at their designated weights in Box C. Enter a score of 1–5 for qualitative cards in Box D, Box E, and Box F and their weighted points will auto-calculate. The final total will also auto-calculate and score out of a total of 100 points. The Notes boxes can be used for any written notes about each value.

Box A	
Lowest Bid (\$)	
Closest Distance (miles)	
Longest Years in Business	

Box B	
Vendor Name	
This Vendor's Bid (\$)	
This Vendor's Distance (miles)	
Years in Business	

Box C					
Criteria	Weight (%)	Inputs & Method	Score (1–5)	Weighted Points	Notes
Cost / Price Competitiveness	15	The lowest bid receives five points. All other bids earn proportionally fewer points based on how much higher their price is compared to the lowest bid.			
Location / Responsiveness	20	The vendor located closest to the service area receives five points. Vendors farther away earn proportionally fewer points based on their distance from the closest location.			
Years in Business	10	The vendor with the most years of experience in the business receives five points. Vendors with less years earn proportionally fewer points based on their years in business.			

Box D		
Service Quality, Safety & Reliability (20% weight)		
Score	What This Means	Notes
5	Excellent – Comprehensive plan, strong safety, clear comms.	
4	Very Good – Solid plan; minor gaps.	
3	Satisfactory – Meets requirements.	
2	Needs Improvement – Limited detail or unclear processes.	
1	Poor – Incomplete or safety concerns.	
		Enter Score (1–5) Weighted Points

Box E		
Experience with Municipal / Youth Programs (15% weight)		
Score	What This Means	Notes
5	Excellent – Highly experienced; excellent refs.	
4	Very Good – Experienced; good refs.	
3	Satisfactory – Some experience; adequate refs.	
2	Needs Improvement – Minimal relevant experience.	
1	Poor – No relevant experience or poor refs.	
		Enter Score (1–5) Weighted Points

Box F		
Fleet Capacity & Condition (20% weight)		
Score	What This Means	Notes
5	Excellent – Modern fleet, backups, strong maintenance.	
4	Very Good – Adequate fleet; mostly newer vehicles.	
3	Satisfactory – Meets minimum fleet requirements.	
2	Needs Improvement – Limited backups or older fleet.	
1	Poor – Insufficient fleet or poor condition.	
		Enter Score (1–5) Weighted Points

TOTAL (Out of 100)	0
---------------------------	----------

TOWN OF JUPITER
Approving a 5-Year Contract for JFRD Firefighter Physical Exams



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approving a 5-Year Contract with Helix Medical MECNB, LLC to provide firefighter physical exams

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to award a 5-year contract for firefighting physical examinations to the successful low bidder, Helix Medical MECNB, LLC. For FY2026, \$96,000 is budgeted for these services, and we anticipate that this amount will be sufficient for the services listed in the contracts' schedule of fees. Funding for the subsequent years, FY2027 through FY2030, will be subject to appropriation. The Jupiter Fire Rescue Department will hire up to 100 personnel in the upcoming year to fill various positions, including Battalion Chiefs, Captains, Lieutenants, Driver Engineers, Firefighters, and Fire Inspectors.

Publicly advertised competitive bids were solicited via EUNA OpenBids, formally DemandStar (www.DemandStar.com), from qualified vendors capable of meeting our needs. A total of three (3) bids were received on October 15, 2025 (RFP# FR 2025-001).

Each bid was evaluated and reviewed for qualifications, expertise, experience, availability, cost efficiency, and the ability to meet the Fire Rescue hiring schedule. The evaluation committee discussed and rated each submittal using the selection criteria that were provided in the (RFP# FR 2025-001), which included references, to arrive at a final score and selection.

Based on a high score of 434 out of a possible 500 points, the committee unanimously selected Helix Medical MECNB, LLC as the awardee pursuant to the Town Council's approval. The firefighter physical exam process starts once a candidate accepts a conditional job offer from the Town. The candidate will then undergo a thorough medical examination that complies with the NFPA 1582 standard, which outlines the requirements for firefighters and is widely recognized in the firefighting industry. These physical examinations will also be used for current firefighters who require an annual physical exam.

Funding for this purchase was appropriated in the FY2026 Fire and EMS Admin operating budgets.

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

ANALYSIS

Staff requests Town Council's approval to award the Town of Jupiter Fire Rescue Department's Firefighter Physical Exams (RFP# FR-2025-001), to Helix Medical MECNB, LLC. Approval of

this resolution and the 5-year contract will authorize the Mayor to execute the contract on behalf of the Town.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 132-25 Firefighter Physical Exams with Helix Medical
2. Helix Medical Contract Firefighter Physical Exams
3. Final Proposal from Helix Medical MECNB, LLC
4. RFP Review Committee Meeting Minutes

FUNDING SOURCE

Amount of this Request	\$96,000	
Amount Approved in Budget	\$96,000	Sources: FY2026 Fire Admin Professional Services 04534022-531000 FY2026 EMS Admin Professional Services 04534026-531000
Additional Funding Requested	\$96,000 annually, subject to appropriation	Sources: FY2027-FY2030 Fire/EMS Professional Services

For more information or copies of the attachments, please contact Kevin D. Martin at kevinm@jupiter.fl.us or 561-741-2485

RESOLUTION NO. 132-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR FIREFIGHTER PHYSICAL EXAMS (RFP # FR 2025-001) WITH HELIX MEDICAL MECNB, LLC.

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

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

WHEREAS, the Town of Jupiter has prepared and solicited proposals for a scope of work and responsibilities pertaining to Firefighter Physical Exams (RFP # FR 2025-001); and

WHEREAS, the highest scored bidder for the contract was submitted by Helix Medical MECNB, LLC, which proposed to deliver the scope of work solicited by the Town, for a total price not to exceed \$480,000; and

WHEREAS, Helix Medical MECNC, LLC's bid was reviewed by town staff and was determined to be responsive to the bid requirements; and

WHEREAS, the funding to provide the scope of work for the services to be provided pursuant to the solicitation has been budgeted and is available in the fiscal year 2026, as it pertains to the Jupiter Fire Rescue Department's budget.

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

Section 1. The contract between the Town of Jupiter and Helix Medical MECNB, LLC is hereby accepted.

Section 2. The mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Helix Medical MECNB, LLC shall be responsible for carrying out the responsibilities established in the contract attached hereto and incorporated herein.

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

12/2/2025

CONTRACT FOR FIREFIGHTER PHYSICAL EXAMS

This Contract For Firefighter Physical Exams ("Contract") is entered into as of _____, 2025 ("Effective Date"), by and between the Town of Jupiter, Florida, whose address is 210 Military Trail, Jupiter, FL 33458 ("Town") and MECNB, LLC, a Florida limited liability company d/b/a Helix Urgent Care, whose address is 2720 10th Avenue North, Suite 100, Palm Springs, Florida 33461 ("Provider").

RECITALS:

WHEREAS, the Town issued Request for Proposals (RFP) No. FR-2025-001 for services to provide firefighter physical exams ("RFP"); and

WHEREAS, Provider submitted a proposal in response to the RFP and was selected by the Fire Rescue Department as the most qualified vendor; and

WHEREAS, the Town and Provider desire to set forth all terms, conditions and obligations for the providing of Services, as said term is defined herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Incorporation of RFP and Provider's Proposal. The RFP and all materials submitted by Provider in response thereto are incorporated herein by reference.
3. Scope of Services. Provider shall provide firefighter physical exams in accordance with NFPA 1582 standards and all applicable federal, state, and local regulations, as more particularly set forth on Exhibit "A" attached hereto and made a part hereof ("Services").
 - a. Provider shall designate a Client Services Specialist to insure all documents and Services are accounted for, recorded and promptly sent to the appropriate person identified by the Town.
 - b. Provider shall retain such employees, independent contractors or such other personnel necessary to provide the Services, sufficient to accommodate a minimum of forty (40) exams per week.
 - c. Provider shall perform, maintenance, sanitize and clean equipment as per manufacturer's recommendation to provide continuous optimum operating standard.

- d. Provider shall not compromise safety or allow any conditions to endanger or inconvenience the Town's fire rescue personnel nor provide invalid results.
 - e. Medical laboratories used by Provider shall meet all equipment, location and personnel required as established by the United States Department of Health and Human Service and be properly licensed. Provider shall provide a facility and certified technician within the Town, or such other agreed upon locations, to collect blood and urine specimens.
4. Term. This Contract shall be for a period of five (5) years from the Effective Date, unless otherwise terminated as provided herein. Provided Provider is not in default, which has not been timely cured, Provider, upon the written approval of the Town, one (1) five (5) year extension of the Term, on the same terms and conditions as set forth herein. Provider shall notify Town of its intent to exercise its option not less than one hundred eighty (180) days prior to the end of the initial Term.
5. Compensation and Payment Schedule Rates. Town shall compensate Provider for the Services in accordance with the Schedule of Fees attached hereto as Exhibit "B", and made a part hereof in accordance with the Town purchase order form to be submitted on a regular basis, in accordance with Provider's billing schedule. Rate adjustments may occur annually upon mutual agreement of the parties. The Town shall remit payment within thirty (30) days of receipt of any invoice in accordance with the Florida Prompt Payment Act (Section 218.70, Florida Statutes, et seq., as may be amended from time to time). Provider shall not charge for any scheduled appointment and/or examination cancelled at least 24 hours in advance.
6. Insurance Requirements. Provider shall maintain the following coverage, which shall name Town as an additional insured under each policy, throughout the Contract term:
- a. (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town shall be endorsed as an additional insured to the Commercial General Liability Policy. The additional insured endorsement shall read "Town of Jupiter, including, all Officers, Employees, Elected and Appointed Officials are endorsed as an additional insured." The Provider agrees the additional insured endorsements provide coverage on a primary basis.
 - (b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$25,000 the Town reserves the right, but

not the obligation, to review and request a copy of the Provider's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Provider warrants the retroactive date equals or precedes the effective date of this contract (Certificate of Insurance shall specify: Retro date-Full prior acts coverage applies). In the event the policy is canceled, non-renewed, switched to an occurrence form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Provider shall purchase a SERP with a minimum reporting period not less than three (3) years. The Provider shall provide this coverage on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

(c) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the Services under the Contract, in accordance with the laws of the state of Florida. The amount of employer's liability insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.

(d) Automobile Liability at a limit of liability not less than \$1,000,000 for Each Occurrence for all owned, non-owned and hired automobiles. In the event the Provider does not own any automobiles, the business auto liability requirement shall be amended allowing the Provider to agree to maintain only Hired & Non-Owned Auto Liability. The amended requirement may be satisfied by way of endorsement to the commercial general liability, or separate business auto coverage form. The Provider shall provide this coverage on a primary basis.

b. Provider shall deliver to Town certificate(s) of Insurance, evidencing the coverages and amounts required hereunder prior to the Effective Date. Provider shall promptly deliver to Town certificate of insurance(s) with respect to each renewal policy, as necessary, to demonstrate continued compliance with the requirements herein. Renewal certificate(s) shall be delivered to Town or its designated Provider not less than five (5) business days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Town. The foregoing notice requirement shall not be construed to waive the insurance requirements contained herein. Town may change the Provider designated for receipt of required insurance certificate(s) hereunder and modify endorsement language required pursuant to this Article from time-to-time upon written notice to Provider.

- c. Right to Reject/Modify. The Town reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- d. Waiver of Subrogation. Provider agrees to a waiver of subrogation for each required policy providing coverage during the Term of this Contract. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Provider shall notify its insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Provider enter into such an agreement on a pre-loss basis.
7. Indemnification. The Provider shall indemnify, hold harmless and defend at its sole cost the Town and any other person or entity that becomes a Named Insured, as outlined herein, their respective officers, agents, and employees, against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in this Contract and resulting or occurring from any alleged negligence, act, omission or error of the Provider, its agents or employees and/or arising from the failure of the Provider, its agents, or employees to comply with each and every requirement of this Contract or with any Town, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity. The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Provider shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this Agreement.
8. Licenses. Provider, and all physicians, nurses, physician assistance, and such other personnel acting on behalf of Provider, shall all be duly licensed and certified, as may be required, by the state of Florida.

9. Termination. Either party may terminate this Agreement, with or without cause by providing thirty (30) days' prior written notice.
10. Confidentiality. Provider shall maintain confidentiality of all medical records and sensitive information, sharing only with authorized Town personnel. Provider shall maintain the confidentiality of all medical records, personal information, and other sensitive data obtained in the course of performing services under this Contract. Provider shall implement administrative, physical, and technical safeguards to protect Protected Health Information (PHI). Provider shall ensure that all employees, Providers, or agents with access to PHI are trained in HIPAA requirements and agree to confidentiality obligations. Provider shall only use or disclose PHI as necessary to perform services under this Contract or as otherwise permitted or required by law. Any breach of PHI or unauthorized disclosure must be reported immediately to the Town in accordance with HIPAA breach notification requirements.
11. Meetings and Public Hearings. Provider shall provide a knowledgeable employee or consultant upon request to attend any meeting or public hearing(s) relative to the Services being performed.
12. Assignment. Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council.
13. Provider as Independent Contractor. At all times during the term of the contract, the Provider shall act as an independent Provider and at no time shall the Provider be considered an agent or partner of the Town. The Provider shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
14. Amendments. This Contract may not be modified, except in writing, executed by all of the parties hereto.
15. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, national overnight delivery service, telecopied or faxed or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested to the address as first listed above. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM , or if mailed, upon the date which the return receipt is

signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. Either party shall be entitled to change the address for any notice provided same is in writing, and shall be effective three (3) days after delivery of same.

16. Governing Law. This Agreement shall be interpreted in accordance with the Laws of the state of Florida, as amended from time to time. Venue for any action by either party pursuant to this Contract shall lie in the 15th Judicial Circuit in and for Palm Beach County, and if a federal claim, then the Southern District of Florida.
17. Paragraph Headings. The heading of the various articles and sections of this Contract, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts to this Contract.
18. No Recording. Neither this Contract, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.
19. Binding Effect. The terms, conditions and covenants of this Contract shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any prohibitions or limitations regarding assignment or subletting.
20. Performance. The parties expressly agree that time is of the essence in each and every provision of this Contract where a time is specified for performance and the failure by Provider to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of Town, in addition to any other rights or remedies, relieve Town of any obligation to accept such performance without liability.
21. Non-Exclusivity of Remedies. Each party shall be conferred with the right to all remedies at law and in equity as permitted under Florida law. Further, all such remedies are not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
22. Construction. The terms of this Contract shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Contract and the same shall remain in full force and effect.

23. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, Provider certifies that to its knowledge, its affiliates, suppliers, subcontractors and consultants who will perform hereunder one convicted or first maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.
24. Public Entity Crimes: Provider, its principals or any person or affiliate of Provided are not identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime.
25. Chapter 119, Florida Statutes, Public Records. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- a. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - b. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - c. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - d. If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at TownClerk@jupiter.fl.us or 210 Military Trail, Jupiter, FL, 33458.
26. Employment Eligibility Requirements (E-Verify Registration and Use).
- a. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.
 - b. Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

- c. Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
 - d. The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
 - e. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://everifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
 - i. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
 - ii. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.
27. Foreign Country of Concern. Section 287.138, Florida Statutes, prohibits the Town from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the Town with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Provider, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Provider is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
28. Scrutinized Companies List. Section 287.135(2), Florida Statutes, prohibits the Town from entering in to an Agreement with a provider that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes),

Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria. Provider certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount. Town reserves the right to terminate this Agreement if the Provider is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473.

29. Entirety of Contract. The parties agree that this Contract sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first written above.

TOWN OF JUPITER, FLORIDA

By: _____

Name: Jim Kuretski

Title: Mayor

Date: _____

Approved as to form:

Thomas J. Baird
Town Attorney

Merriane Lahmeur
Town Clerk

MECNB, LLC, a Florida limited
liability company d/b/a HELIX URGENT
CARE

By: _____

Name: Robert Rodriguez

Title: Manager

Date: _____

EXHIBIT A SERVICES

NFPA 1582 FIRE FIGHTER PHYSICAL EXAM CHECKLIST

Purpose: Ensure all firefighter physical exams meet NFPA 1582 standards.

A comprehensive medical examination in accordance with NFPA 1582 (items A-I)

A. Individualized Health Risk Appraisal

a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, performing the duties of the position, including but not limited to: the ability to carry equipment, wear protective equipment/clothing, and meet the physical and psychological demands of the firefighter position.

B. Medical History Questionnaire

An initial pre-employment history questionnaire must be completed to provide baseline information with which to compare future medical concerns.

C. Physical Examination

Vital signs [temperature, pulse, respiratory rate, and blood pressure]

Head, eyes, ears, nose, and throat (HEENT)

Neck

Cardiovascular - Inspection, auscultation, percussion and palpation.

Pulmonary - Inspection, auscultation, percussion and palpation.

Breast

Gastrointestinal - Inspection, auscultation, percussion and palpation.

Hernia exam

Lymph nodes

Neurological - The neurologic exam must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).

Musculoskeletal Includes an overall assessment of range of motion (ROM) of all joints. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

D. Blood Analysis: The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel (aka SMAC 20) and complete blood count (CBC) protocols:

- C-Reactive Protein
- White Blood Cell Count
- Differential
- Red Blood Cell Count (Hematocrit)
- Platelet Count
- Liver Function - Tests Includes SGOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin
- Triglycerides
- Cholesterol - Includes: Total Cholesterol, Low-Density Lipoprotein (LDL-C) level, High-Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio
- Glucose
- HbA1c
- Blood Urea Nitrogen
- Creatinine
- Sodium
- Potassium
- Carbon Dioxide
- Total Protein
- Albumin
- Calcium
- E. Urine Laboratory Tests:
 - Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
 - Microscopic analysis for WBC, RBC, WBC casts, and crystals
- F. Vision Tests
 - Assessment of vision must include evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders.
- G. Oncology Screening Elements
 - Prostate Specific Antigen (PSA)
 - Fecal Occult Blood Testing
 - Skin Exam
- H. Audiology
 - 500 Hz
 - 1000 Hz
 - 2000 Hz
 - 3000 Hz

4000 Hz
6000 Hz
8000 Hz

I. Pulmonary Function Testing

Pulmonary function testing (spirometry) shall be conducted annually to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV), and the absolute FEV /FVC ratio.

J. Chest Radiographs

Chest x-ray

K. Electrocardiograms (ECGs)

A resting 12-lead ECG

L. Immunizations and Infectious Disease Screening:

Tuberculosis (TB) screening—baseline, by either tuberculin skin testing using the tuberculin purified protein derivative (PPD)

Hepatitis C virus screening—baseline

Hepatitis B virus screening

Measles, mumps, rubella vaccine (MMR)—screening

Varicella – screening

HIV – screening

M. Sleep Disturbance Screening

Screening for sleep disorders using a validated questionnaire, such as the Berlin Questionnaire or Epworth Sleepiness Scale

EXHIBIT "B"

INITIAL SERVICES RATE SCHEDULE

Fire/EMT Comprehensive Physical Exam	\$140	Triglycerides	\$20
Lift Test Level 1	\$60	Lipid Panel	\$25
PPD	\$45	Chest X-Ray, One View/Two view	\$90
EKG	\$70	PFT / Spirometry	\$80
HEPA Mask Fit Testing	\$70	Respirator Eval & OSHA	\$95
Audiometry (500 Hz 8000 Biz)	\$65	Urinalysis Dip	\$25
Urine Heavy Metal	\$50	Urine Send out for analysis	\$50
PSA	\$15	Fecal Occult Blood Testing	\$35
Glucose	\$20	Creactive Protein	\$55
CBC	\$25	Comp Metabolic Panel	\$25
HbA1c	\$50	Cholesterol, total	\$20
HIV screening			\$25
Hepatitis C screening			\$25
RPR (Monitor) with Reflex to Titer	\$25	Lab titer for Mumps	\$25
Lab titer for Varicella	\$25	Cab titer for Rubella	\$25
Lab titer for Measles Rubeola			\$25
Lab titer for Hepatitis B			\$25
Varicella Vaccine	\$260	MMR Vaccine	\$200
Hep B Vaccine	\$145	Influenza Vaccine	\$40
Td Vaccine	\$55	Tdap Vaccine	\$75
Vaccine Admin			\$ 0
Sleep Disturbance Disorder Questionnaire			\$15
Vision			\$0
Postage Fee			\$5

#7460075 v1 26503-00001



INTRODUCTION AND EXECUTIVE SUMMARY

Company	MECNB, LLC d.b.a. Helix Medical
Project	Firefighter Physical Exams
Preparer	Christina Mann Authorized Official
Contact	225 US-1, Tequesta, FL 33469 772-675-4800 cmann@helixcares.com

Dear Members of the Selection Committee,

On behalf of Helix Medical, I am pleased to submit this proposal in response to the Town of Jupiter's Request for Proposal for RFP No. FR 2025-001 - FIREFIGHTER PHYSICAL EXAMS.

Helix Medical is a well-established healthcare organization with a proven track record of delivering high-quality, efficient, and patient-centered urgent care services throughout the Palm Beach, Martin and Broward County areas. With over 35 years of experience in the field, our organization has consistently demonstrated excellence in clinical care, operational management, and community health partnerships.

We are confident in our ability to perform all services described in the RFP and are fully prepared to enter a contract with the Town of Jupiter to provide these services. Our comprehensive approach ensures continuity of care, regulatory compliance, and patient satisfaction, while maintaining cost-effective and reliable delivery of services.



For technical clarification or additional information regarding this proposal, please contact:

Trisha Krausankas
Vice President of Operations
Helix Medical
Phone: (561) 203-8734
Fax: (772) 675-4800
Email: tkrausankas@helixcares.com

We appreciate the opportunity to submit this proposal and look forward to the possibility of partnering with the Town of Jupiter to support the health and wellbeing of your firefighters and our first responders.

Sincerely,

Christina Mann
Billing Director/Authorized Official
Helix Medical
Phone: (772) 675-4800
Fax: (772) 675-4800
Email: cmann@helixcares.com

Signature: _____

TABLE OF CONTENTS



Introduction and Executive Summary	i
Company Qualifications	4
Provider Qualifications	7
Availability and Locations	10
Cost and Additional Medical Services	11
Proposer Information	12
References	14
Schedule of Fees-Licenses	17
Proposer Supplemental Information	27



COMPANY QUALIFICATIONS

Our Helix Medical team includes experienced healthcare professionals, administrators, and support staff who work collaboratively to provide responsive, high-quality care.

Helix Medical currently has six locations across South Florida prepared and accessible to all employees. As a contractor, we will bring our proven expertise as well as the flexibility necessary to meet the Town of Jupiter's needs and uphold the highest standards of service.

We have proven experience providing the following services requested:

1. FIREFIGHTER PHYSICAL EXAM

A comprehensive medical examination in accordance with NFPA 1582 (items A-I)

A. Individualized Health Risk Appraisal

- a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, performing the duties of the position, including but not limited to the ability to carry equipment, wear protective equipment/clothing, and meet the physical and psychological demands of the firefighter position.

B. Medical History Questionnaire

- An initial pre-employment history questionnaire will be completed to provide baseline information with which to compare future medical concerns.

C. Physical Examination

- Vital signs [temperature, pulse, respiratory rate, and blood pressure]
- Head, eyes, ears, nose, and throat (HEENT)
- Neck
- Cardiovascular - Inspection, auscultation, percussion and palpation.
- Pulmonary - Inspection, auscultation, percussion and palpation.
- Breast
- Gastrointestinal - Inspection, auscultation, percussion and palpation.
- Hernia exam
- Lymph nodes
- Neurological - The neurologic exam must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).
- Musculoskeletal Includes an overall assessment of range of motion (ROM) of all joints. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

D. Blood Analysis



The following are components of the blood analysis. Laboratory services will provide these components in their automated chemistry panel (aka SMAC 20) and complete blood count (CBC) protocols

- C-Reactive Protein
 - White Blood Cell Count
 - Differential
 - Red Blood Cell Count (Hematocrit)
 - Platelet Count
 - Liver Function - Tests Includes SGOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin
 - Triglycerides
 - Cholesterol - Includes: Total Cholesterol, Low-Density Lipoprotein (LDL-C) level, High-Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio
 - Glucose
- HbA1c
 - Blood Urea Nitrogen
 - Creatinine
 - Sodium
 - Potassium
 - Carbon Dioxide
 - Total Protein
 - Albumin
 - Calcium

E. Urine Laboratory Tests

- Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
- Microscopic analysis for WBC, RBC, WBC casts, and crystals

F. Vision Tests

- Assessment of vision must include evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders.

G. Oncology Screening Elements

- Prostate Specific Antigen (PSA)
- Fecal Occult Blood Testing
- Skin Exam

H. Audiology

- 500 Hz



- 1000 Hz
- 2000 Hz
- 3000 Hz
- 4000 Hz
- 6000 Hz
- 8000 Hz

I. Pulmonary Function Testing

- Pulmonary function testing (spirometry) shall be conducted annually to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV), and the absolute FEV /FVC ratio.

J. Chest Radiographs

- Chest x-ray

K. Electrocardiograms (ECGs)

- A resting 12-lead ECG

L. Immunizations and Infectious Disease Screening

- Tuberculosis (TB) screening—baseline, by either tuberculin skin testing using the tuberculin purified protein derivative (PPD)
- Hepatitis C virus screening—baseline
- Hepatitis B virus screening
- Measles, mumps, rubella vaccine (MMR)—screening
- Varicella – screening
- HIV – screening
-

M. Sleep Disturbance Screening

- Screening for sleep disorders using a validated questionnaire, such as the Berlin Questionnaire or Epworth Sleepiness Scale

Provider Qualifications

Helix Medical offers a strong team of all board-certified and DOT certified providers with over a combined 75 years of experience in Urgent Care and Occupational Health services.



Christopher Deleo, M.D. – Southern-Region Medical Director

A 2009 graduate from the University of Miami and board-certified internist through the American Board of Internal Medicine; specializing in urgent care, primary care and hospital medicine. Before Dr. Deleo joined Helix Medical in 2020 as our Medical Director for our southern locations, he was a Hospitalist for the Boca Regional Hospital, acting Medical Director for Distinctive Medical Solutions in Melbourne, FL, as well as the Clinical Affiliate Instructor in the Biomedical Sciences for Florida Atlantic University.

Publications and Presentations

"New Horizons in Genetic Testing: Personalized Medicine (Focus on Cardiology)."
Florida Hospital Cardiology Symposium, May 2013 in Daytona, FL.

"RNA Damage and Surveillance Under Oxidative Stress." IUBMBLife Vol. 58(10): 581-88. Published October 2006.

Michael G. Wolford, D.O.

Dr. Wolford has been with Helix Medical since 2022 and is board-certified in internal and emergency medicine with over 30 years of experience in specifically emergency and occupational medicine. He served as Medical Director for Treasure Coast Medical Associates Okeechobee Emergency Physicians, providing occupational medicine and overseeing employee health for the cities of West Palm Beach, Port St Lucie, Stuart and Jensen Beach.

Current Certifications

Emergency Medicine; American Board of Physician Specialties,
Internal Medicine; American Osteopathic Board of Internal Medicine
Medical Review Officer
CDL certified April 2022
Advanced Trauma Life Support
Advanced Cardiac Life Support

Stephen Zinnanti, PA

Stephen Zinnanti, who is fluent in Spanish, English and Italian, joined the Helix Medical team as a full-time provider in 2023 and brought with him an abundance of knowledge, experience and an attentive bedside manner that our patients never tire from appreciating. Before graduating from The University of Nebraska in 2006 with his



master's in physician assistant studies, he served as a combat medic and research assistant in the United States Army. He then moved on to perform as a hospitalist in Queens, New York for 16 years before moving to Florida to serve as a primary care provider to assisted-living patients. He now has over 10 years of experience in urgent care and occupational health field, and we couldn't be more grateful to have him as a part of our team.

Current Certifications

Certified Medical Examiner, Department of Transportation
Controlled Substance Prescriber, Department Enforcement Administration
ACLS and BLS Certifications
Physician Assistant License, Florida State Education Department
Physician Assistant Certification, National Commission on Certification of Physician Assistants
Distinguished Fellow of American Association of Physician Assistants

Tamara Espinoza, PA-C

Tamara Espinoza has been a powerful full-time addition to our team since 2024. She is a compassionate provider who has proven to be an adaptable, dependable and thorough provider. She graduated with High Honors from South University in 2023 and joined Helix Medical with an already diverse background ranging from pediatric to emergency medicine to geriatric care.

Education

Master of Science in Physician Assistant
Master of Science in Health Sciences
Bachelor of Science in Medical Sonography
Bachelor of Science in Biology

Tara Keating, FNP

Tara Keating recently joined our team in April of this year. She is a FAU Alumni and has been a practicing Board-certified Nurse Practitioner for over 12 years working in family medicine, internal medicine and urgent care. She has brought an abundance of knowledge and experience and has been an incredible addition to our medical staff.

Education

Master of Science in Nursing: Family Nurse Practitioner



Bachelor of Science in

Nursing, Cum Laude

Graduate

Francisco Arturo Espinoza, PA-C

We are thrilled to have welcomed Francisco Espinoza to join Helix Medical as a full-time provider in 2024. Another great example of a thorough practitioner that doesn't allow himself to forget the importance of bedside manners. He has proven his background in urgent care servicing, and we are grateful for another bilingual provider so we can better serve our growing community.

Licenses & Certifications

State of Florida Physician Assistant

FMCSA/DOT Certification

ACLS/BLS, CPR

DEA Certification

Per Diem Providers

Kim Miner, NP
John Rhoades, NP
Roxanne Stuart, NP
Rosemond Exantus, PA
Alexandra Mooney, PA
Ria Hallenbeck, NP
Virginia Viera, PA
Adrian Bellido, PA

Availability and Locations

Tequesta

225 S US 1, Tequesta, FL 33469

Providers: Dr. Michael Wolford, Francisco Espinoza, Tara Keating, Kim Miner, John Rhoades, and Roxanne Stuart

North Palm Beach



328 Northlake Blvd, North

Palm Beach, FL 33408

Providers: Ria Hallenbeck, Alexandra Mooney, Tamara Espinoza

Palm Springs

2720 10th Ave N, Palm Springs, FL 33461

Providers: Dr. Christopher Deleo, Adrian Bellio

Stuart

6515 S Kanner Hwy, Stuart, FL 34997

Providers: Stephen Zinnanti, Francisco Espinoza, Rosemond Exantus, John Rhoades

Deerfield

525 S Federal Hwy, Deerfield, FL 33441

Providers: Dr. Christopher Deleo, Virginia Viera

All offices offer the following hours of operation:

Monday through Friday 8:00 am – 6:00 pm

Saturday through Sunday 8:00 am – 4:00 pm

Cost and Additional Medical Services

Services	Pricing
Fire/EMT Comprehensive Physical Exam	\$140
Lift Test Level 1	\$60

Services	Pricing
Triglycerides	\$20
Lipid Panel	\$25



PPD	\$45	HIV screening	\$25
Chest X-Ray, One View/Two view	\$90	Hepatitis C screening	\$25
EKG	\$70	RPR (Monitor) with Reflex to Titer	\$25
PFT / Spirometry	\$80	Lab titer for Mumps	\$25
HEPA Mask Fit Testing	\$70	Lab titer for Varicella	\$25
Respirator Eval & OSHA	\$95	Lab titer for Rubella	\$25
Audiometry (500 Hz - 8000 Hz)	\$65	Lab titer for Measles Rubeola	\$25
Urinalysis Dip	\$25	Lab titer for Hepatitis B	\$25
Urine Heavy Metal	\$50	Varicella Vaccine	\$260
Urine Send out for analysis	\$50	MMR Vaccine	\$200
PSA	\$15	Hep B Vaccine	\$145
Fecal Occult Blood Testing	\$35	Influenza Vaccine	\$40
Glucose	\$20	Td Vaccine	\$55
C-Reactive Protein	\$55	Tdap Vaccine	\$75
CBC	\$25	Vaccine Admin	\$0
Comp Metabolic Panel	\$25	Sleep Disturbance Disorder Questionnaire	\$15
HbA1c	\$50	Vision	\$0
Cholesterol, total	\$20	Postage Fee	\$5

The Town of Jupiter will have a Helix Medical Client Service Specialist assigned to their contract who will be responsible for making sure all documents and services are accounted for, recorded, and sent to the appropriate party for all employees in a timely manner.

TOWN OF JUPITER

RFP No. FR 2025-001

FIREFIGHTER PHYSICAL EXAMS

ATTACHMENT A

PROPOSAL RESPONSE FORMS

PROPOSER INFORMATION

PROJECT ORGANIZATION (PROPOSER)



<u>Name of Business:</u>	MECNB, LLC dba Helix Medical
<u>Principal Contact Person:</u>	Trisha Krausankas
<u>Address 1:</u>	225 S US 1 Tequesta, FL 33469
<u>Address 2:</u>	
<u>Address 3:</u>	
<u>Telephone:</u>	561-203-8734
<u>FAX:</u>	772-463-3072
<u>E-mail:</u>	tkrausankas@helixcares.com
<u>Name of Individual Project Manager:</u>	Christina Mann
<u>Telephone:</u>	772-675-4800
<u>E-mail:</u>	cmann@helixcares.com
<u>Location of Project Office:</u>	6515 S Kanner Hwy, Stuart, FL 34997



TOWN OF JUPITER

RFP No. FR 2025-001

FIREFIGHTER PHYSICAL EXAMS

PROPOSER REFERENCES

Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services). The Town may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.

Excellent: Frequently exceeds client reference's specifications/requirements

Good: Meets the client reference's specification/requirements.

Poor: Frequently does not meet the client reference's specifications/requirements

1. CUSTOMER NAME:

Palm Beach State College

HELIX MEDICAL

<u>CUSTOMER LOCATION:</u>	4200 Congress Ave Lake Worth, FL 33461
<u>POPULATION, if Government:</u>	
<u>CUSTOMER CONTACT PERSON:</u>	Deborah Gordon-Noncent
<u>CUSTOMER PHONE NUMBER:</u>	561-868-4144
<u>CUSTOMER CONTACT FAX:</u>	
<u>CUSTOMER CONTACT E-MAIL:</u>	gordond@palmbeachstate.edu
<u>PROJECT DESCRIPTION:</u>	Perform college physicals/medical testing for their nursing program students
<u>2. CUSTOMER NAME:</u>	HCI College
<u>CUSTOMER LOCATION:</u>	1764 N Congress Ave, Suite 203 West Palm Beach, FL 33409
<u>POPULATION, if Government:</u>	
<u>CUSTOMER CONTACT PERSON:</u>	Tara Assevero
<u>CUSTOMER PHONE NUMBER:</u>	561-913-2270
<u>CUSTOMER CONTACT FAX:</u>	
<u>CUSTOMER CONTACT E-MAIL:</u>	tassevero@hci.edu
<u>PROJECT DESCRIPTION:</u>	Perform college physicals/medical testing for their RN and LPN nursing program students



<u>3. CUSTOMER NAME:</u>	Florida Department of Law Enforcement/ Martin Department of Corrections (TPA Sterling)
<u>CUSTOMER LOCATION:</u>	1150 S Allapattah Rd Indiantown, FL 34956
<u>POPULATION, if Government:</u>	250
<u>CUSTOMER CONTACT PERSON:</u>	Pam Avila
<u>CUSTOMER PHONE NUMBER:</u>	772-597-3705 / 888-889-5248
<u>CUSTOMER CONTACT FAX:</u>	
<u>CUSTOMER CONTACT E-MAIL:</u>	pamela.avila@sterlingcheck.com
<u>PROJECT DESCRIPTION:</u>	Perform physicals/medical testing for Martin County Correctional Officers pre and post hire
<u>4. CUSTOMER NAME:</u>	City of Greenacres
<u>CUSTOMER LOCATION:</u>	5800 Melaleuca Ln, Greenacres, FL 33463
<u>POPULATION, if Government:</u>	500
<u>CUSTOMER CONTACT PERSON:</u>	Sherreth Stewart
<u>CUSTOMER PHONE NUMBER:</u>	561-642-2011
<u>CUSTOMER CONTACT FAX:</u>	561-642-2027
<u>CUSTOMER CONTACT E-MAIL:</u>	ehr@greenacresfl.gov



<u>PROJECT DESCRIPTION:</u>	Perform employment physicals/medical testing for City of Greenacres employees pre and post hire
<u>5. CUSTOMER NAME:</u>	Waste Management
<u>CUSTOMER LOCATION:</u>	7700 SE Bridge Road, Hobe Sound, FL 33455
<u>POPULATION, if Government:</u>	
<u>CUSTOMER CONTACT PERSON:</u>	Carol Montoya
<u>CUSTOMER PHONE NUMBER:</u>	772-546-7700
<u>CUSTOMER CONTACT FAX:</u>	866-790-5434
<u>CUSTOMER CONTACT E-MAIL:</u>	cmontoy1@wm.com
<u>PROJECT DESCRIPTION:</u>	Perform employment physicals/medical testing for Waste Management employees pre and post hire

TOWN OF JUPITER
RFP No. FR 2025-001



FIREFIGHTER

PHYSICAL EXAMS

SCHEDULE OF FEES / COST PROPOSAL

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	100	Firefighter Physical Exam	\$155.00	\$140
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$95	\$90
OPTIONAL SERVICES:				
3.	133	Lab Titer for Hepatitis B	\$60	\$25
4.	20	Hepatitis B Booster	\$145	\$145
5.	143	Hepatitis C screening	\$55	\$25
6.	120	Lab Titer for MMR	\$55	\$25
7.	25	Tuberculosis blood test-if positive skin test	\$45	\$45
8.	40	Lab Titer for Varicella	\$55	\$25

Attending Physician (name):

Dr. Christopher Deleo

Is attending physician authorized to read and interpret test results? ☐ Yes or ☐ No

State of Florida Health Permit Number:

10678



Business/Occupation

License Number:

2016094357

Mobile Medical Vehicle: ☐ Yes or ☐ No

Audiology Booth available: ☐ Yes or ☐ No

Portable Medical Equipment: ☐ Yes or ☐ No *please provide a list of type, machine(s), and description. Separate Medical Equipment List if applicable.*

Palm Beach County Office Location (*if applicable*): ☐ North Area ☐ Central Area ☐ South Area

328 Northlake Blvd, North Palm Beach, FL 33408

Addresses: _____

M-F 8a-6p , Sat-Sun 8a-4p

Hours of Operation (office): _____

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

TOWN OF JUPITER
RFP No. FR 2025-001
FIREFIGHTER PHYSICAL EXAMS

**SCHEDULE OF FEES****/ COST PROPOSAL**

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	100	Firefighter Physical Exam	\$155.00	\$140
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$95	\$90
OPTIONAL SERVICES:				
3.	133	Lab Titer for Hepatitis B	\$60	\$25
4.	20	Hepatitis B Booster	\$145	\$145
5.	143	Hepatitis C screening	\$55	\$25
6.	120	Lab Titer for MMR	\$55	\$25
7.	25	Tuberculosis blood test-if positive skin test	\$45	\$45
8.	40	Lab Titer for Varicella	\$55	\$25

Attending Physician (name):

Dr. Christopher Deleo

Is attending physician authorized to read and interpret test results? ☐Yes or ☐No

State of Florida Health Permit Number:

9377 certificate #52164



Business/Occupation

License Number:

201579392

Mobile Medical Vehicle: ☐ Yes or ☐ No

Audiology Booth available: ☐ Yes or ☐ No

Portable Medical Equipment: ☐ Yes or ☐ No *please provide a list of type, machine(s), and description. Separate Medical Equipment List if applicable.*

Palm Beach County Office Location (*if applicable*): ☐ North Area ☐ Central Area ☐ South Area

2720 10th Ave N, Palm Springs, FL 33461

Addresses: _____

M-F 8a-6p , Sat-Sun 8a-4p

Hours of Operation (office): _____

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

TOWN OF JUPITER
RFP No. FR 2025-001
FIREFIGHTER PHYSICAL EXAMS

**SCHEDULE OF FEES****/ COST PROPOSAL**

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	100	Firefighter Physical Exam	\$155.00	\$140
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$95	\$90
OPTIONAL SERVICES:				
3.	133	Lab Titer for Hepatitis B	\$60	\$25
4.	20	Hepatitis B Booster	\$145	\$145
5.	143	Hepatitis C screening	\$55	\$25
6.	120	Lab Titer for MMR	\$55	\$25
7.	25	Tuberculosis blood test-if positive skin test	\$45	\$45
8.	40	Lab Titer for Varicella	\$55	\$25

Attending Physician (name):

Dr. Christopher Deleo

Is attending physician authorized to read and interpret test results? ☐Yes or ☐No

State of Florida Health Permit Number:

9343



Business/Occupation

License Number:

201475201

Mobile Medical Vehicle: ☐ Yes or ☐ No

Audiology Booth available: ☐ Yes or ☐ No

Portable Medical Equipment: ☐ Yes or ☐ No *please provide a list of type, machine(s), and description. Separate Medical Equipment List if applicable.*

Palm Beach County Office Location (if applicable): ☐ North Area ☐ Central Area ☐ South Area

225 S US 1, Tequesta, FL 33469

Addresses: _____

M-F 8a-6p , Sat-Sun 8a-4p

Hours of Operation (office): _____

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

TOWN OF JUPITER
RFP No. FR 2025-001
FIREFIGHTER PHYSICAL EXAMS



SCHEDULE OF FEES

/ COST PROPOSAL

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	100	Firefighter Physical Exam	\$155.00	\$140
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$95	\$90
OPTIONAL SERVICES:				
3.	133	Lab Titer for Hepatitis B	\$60	\$25
4.	20	Hepatitis B Booster	\$145	\$145
5.	143	Hepatitis C screening	\$55	\$25
6.	120	Lab Titer for MMR	\$55	\$25
7.	25	Tuberculosis blood test-if positive skin test	\$45	\$45
8.	40	Lab Titer for Varicella	\$55	\$25

Attending Physician (name):

Dr. Christopher Deleo

Is attending physician authorized to read and interpret test results? ☐ Yes or ☐ No

State of Florida Health Permit Number:

9935



Business/Occupation

License Number:

20061220008

Mobile Medical Vehicle: ☐ Yes or ☐ No

Audiology Booth available: ☐ Yes or ☐ No

Portable Medical Equipment: ☐ Yes or ☐ No *please provide a list of type, machine(s), and description. Separate Medical Equipment List if applicable.*

Palm Beach County Office Location (if applicable): ☐ North Area ☐ Central Area ☐ South Area

6515 S Kanner Hwy Stuart, FL 34997

Addresses: _____

M-F 8a-6p , Sat-Sun 8a-4p

Hours of Operation (office): _____

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

TOWN OF JUPITER
RFP No. FR 2025-001
FIREFIGHTER PHYSICAL EXAMS

**SCHEDULE OF FEES****/ COST PROPOSAL**

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	100	Firefighter Physical Exam	\$155.00	\$140
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$95	\$90
OPTIONAL SERVICES:				
3.	133	Lab Titer for Hepatitis B	\$60	\$25
4.	20	Hepatitis B Booster	\$145	\$145
5.	143	Hepatitis C screening	\$55	\$25
6.	120	Lab Titer for MMR	\$55	\$25
7.	25	Tuberculosis blood test-if positive skin test	\$45	\$45
8.	40	Lab Titer for Varicella	\$55	\$25

Attending Physician (name):

Dr. Christopher Deleo

Is attending physician authorized to read and interpret test results? ☐Yes or ☐No

State of Florida Health Permit Number:

9233



Business/Occupation

License Number:

310182688

Mobile Medical Vehicle: ☐ Yes or ☐ No

Audiology Booth available: ☐ Yes or ☐ No

Portable Medical Equipment: ☐ Yes or ☐ No *please provide a list of type, machine(s), and description. Separate Medical Equipment List if applicable.*

Palm Beach County Office Location (if applicable): ☐ North Area ☐ Central Area ☐ South Area

525 S Federal Hwy Deerfield Beach. FL 33441

Addresses: _____

M-F 8a-6p , Sat-Sun 8a-4p

Hours of Operation (office): _____

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

TOWN OF JUPITER

RFP No. FR 2025-001

FIREFIGHTER PHYSICAL EXAMS



PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.

HR Policy - Drug Free Workplace specific
Workers Compensation information
Everify information

Policy 110

Drug Free Workplace

The Company acknowledges the problem of substance abuse in our society. Furthermore, we see substance abuse as a serious threat to our staff and customers. We are addressing this problem by introducing a new substance abuse policy to ensure that Helix Medical Centers maintains a drug-free workplace since its inception date of September 1, 2009. This program is in compliance with Chapter 440.102 of the Florida Statutes.

While the Company, understands that employees and applicants under a physician's care may be required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive work environment. If you are experiencing problems with drugs or alcohol, you are encouraged to contact a Substance Abuse Professional or Treatment Facility.

DRUG FREE WORKPLANCE

I. POLICY AND WORK RULE

This is your official notification that the Company is a "Drug-Free Workplace" as authorized by FS Chapter 440.102. All employees are absolutely prohibited from unlawfully manufacturing, distributing, possessing or using controlled or illegal substances in the workplace. It is a condition of employment to refrain from taking illegal drugs, abusing prescription drugs on or off the job, reporting to work or working with the presence of illegal drugs or alcohol in your body. Therefore, the Company has established the following specific policy:

It is a violation of company policy for an employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job, including the illegal use of prescription medication

A. General Procedures

An employee reporting for work visibly impaired or unable to properly perform required duties because of alcohol or drug abuse will not be allowed to work.

The employee's supervisor should seek another supervisor's opinion to confirm the employee's status. The supervisor should consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred.

If, in the opinion of the supervisor, the employee is considered impaired, the employee will be drug tested.

A. General Procedures

An employee reporting for work visibly impaired or unable to properly perform required duties because of alcohol or drug abuse will not be allowed to work.

The employee's supervisor should seek another supervisor's opinion to confirm the employee's status. The supervisor should consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred.

If, in the opinion of the supervisor, the employee is considered impaired, the employee will be drug tested for reasonable suspicion.

B. Pre-employment Drug Abuse Testing

Job Applicant Testing:

All applicants for a position with this company will be tested. A refusal to submit to a test or a positive confirmed test result will be used as a basis to reject the applicant for employment at that time.

C. Current Employee Drug and Alcohol Abuse Testing

Reasonable Suspicion Testing:

An employee may be required to submit for testing when the company has a reasonable suspicion, as defined in Chapter 440.102 (n). This portion of the law states; "...Reasonable suspicion testing..." means drug testing based on belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience." Among other things, such facts and inferences may be based upon the following:

1. Observable Phenomenon while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his/her employment with the current employer.
5. Information that an employee has caused, or contributed, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment

D. Employee Assistance and Alcohol/Drug Rehabilitation Programs

The Company maintains information on local employee assistance programs and local alcohol/drug rehabilitation programs, which could provide help to employees who suffer from alcohol or drug abuse.

Please see your site manager for a list of programs available in your area.

However, it is the responsibility of each employee to seek assistance from a rehabilitation program before alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently using one of these programs on a voluntary basis will not necessarily lessen disciplinary actions.

Consequences of Testing Positive or Refusal to Allow Testing

- **Job applicants:** An applicant who refuses a drug test will not be hired. An applicant who submits to a drug test which is both positive and confirmed as positive will not be hired.
- **Employed worker who has not been injured:** In the event an employed worker who has not been injured, refuses to submit to a drug test or is tested positive and confirmed positive may be subject to the following:
 - Immediate discharge from employment.
 - Possible forfeiture of their eligibility for unemployment benefits.
- 1. **An employed worker who is injured:** In the event an employed worker is injured in the course and scope of their employment, refuses to submit to a drug test or is tested positive and confirmed positive may be subject to one or more of the following requirements:
 - Forfeiture of their eligibility for medical and indemnity benefits under the Workers' Compensation Law.
 - Forfeiture of their eligibility for unemployment benefits.
- 2. **Be terminated from employment**

II. TESTING PROCEDURES AND CONFIDENTIALITY

A. DRUG TESTING

Drug testing will be accomplished via a urinalysis test. The specimen will be collected by a certified collector. The Company reserves the right to request a blood test.

Employees may be tested for alcohol, and for any or all of the drugs contained on the following list:

DRUG	CLASS OF DRUG	TRADE OR OTHER NAMES
Amphetamines	Stimulant	Biphetamine, Delcobese, Desoxyn, Dexedrine, Mediatric
Amphetamine Variant	Hallucinogen	2,5-DMA, PMA, STP, MDA, MDMA, TMA, DOM, DOB
Marijuana	Cannabinoid	Grass, Acapulco Gold, Pot, Thai Sticks, Sensemilla
Tetrahydrocannabinoid	Cannabinoid	THC
Hashish	Cannabinoid	Hash
Hashish Oil	Cannabinoid	Hash Oil
Cocaine	Stimulant	Coke, Flake, Snow
Phencyclidine	Hallucinogen	PCP, Angle Dust, Hog
Phencyclidine Analogs	Hallucinogen	PCE, PCPy, TCP
Methanqualone	Depressant	Optimil, Parest, Sopor, Quaalude, Somnafac
Opiates	Narcotic	Dover's Powder, Opium, Paregoric, Parepectolin
Barbiturates	Depressant	Amobarbital, Butisal, Phenoxbarbital, Tuinal, Secobarbital, Phenobarbital
Benzodiazepines	Depressant	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium
Methadone (Synthetic)	Narcotic	Dolophine, Methadone, Methadose
Propoxyphene	Narcotic	Hydrochloride, Darvon, Propoxyphene, Nap, Sycate, Darvon-N

SPECIMEN COLLECTION

All specimen samples shall be collected with due regard to the privacy of the employee providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

Specimen collection shall be documented and the documentation procedures shall include:

- a. Labeling of specimen containers to reasonably preclude the likelihood of erroneous identification to test results.
- b. A form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or non-prescription medication, or other relevant medical information. Such form will provide notice of the most common medications by name, which may alter or affect a drug test. The providing of information shall not preclude administration of the drug test, shall be taken into account in interpreting any positive confirmed results. The information may be given to eScreens Medical Review Officer.
- c. It is the right of the employee or job applicant to consult the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address, and telephone numbers are available in the site manager's office

DRUG TESTING CONTINUED

Any drug test conducted or requested by the Company may occur before, during, or immediately after the regular work period of the employee and shall be deemed to be performed during work-time for the purposes of determining compensation benefits for the employee.

Within 5 working days after receipt of a positive confirmed test result from the testing laboratory, MECNB, Inc. shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Company will also provide to the employee or job applicant, upon request, a copy of the test results.

Within 5 working days after receipt of a positive confirmed test result, the employee or job applicant may submit information to MECNB LLC explaining or contesting the test results, and why the results do not constitute a violation of the company policies.

If an employee or job applicant's explanation or challenge of the positive test results is unsatisfactory to the Company, a written explanation as to why the employee or job applicant's explanation is unsatisfactory along with the report of positive results will be provided by the Company to the employee or job applicant and all such documentation will be kept by the Company in a confidential manner, for a period of at least one year.

Every specimen that produces a positive confirmed result shall be preserved in a frozen state by the licensed laboratory that conducts the confirmation test for a period of 210 days from the time the results of the positive confirmation test are delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the Company to have a portion of the specimen retested, at the employee or job applicant's expense, at another laboratory, licensed and approved by the Agency For Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for Helix Urgent Care, shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.

B. Testing Costs

The Company shall pay the cost of all drug tests, initial and confirmation, which are required by MECNB LLC.

An employee or job applicant shall pay the costs of any additional drug tests not required by the Company as outlined above.

C. Statement of Confidentiality

The Company, the testing laboratory, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug tests shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, except where such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

Drug Free Work Place Policy Summary

- I hereby acknowledge that I have received a summary of the Employer's Drug-Free Workplace Policy. I have had the opportunity to read the Employer's Drug-Free Workplace program and receive satisfactory answers to any questions that I have. I have also received a copy of the list of over-the-counter and prescription drugs that could alter or affect the outcome of a drug test.
- I know that if I am taking medicine that could affect my ability to perform my job (i.e., there are warning labels on the container) I must inform my supervisor immediately.
- I know that if I refuse to submit to a pre-employment drug test I will not be hired and my employment is conditioned upon a negative drug test result. I know that total compliance with the Employer's Drug-Free Workplace Policy is a condition of continued employment.
- I know that if I refuse a reasonable suspicion, post-injury, post accident, fitness-for-duty or post-treatment drug or alcohol test I will lose my job. Also, I understand that my unemployment benefits, and my workers' compensation medical and indemnity benefits may be denied.
- I know that if I am injured, cause or contribute to the cause of an injury or an accident and test positive for drugs or alcohol I will be subject to discharge and my work comp benefits will not apply.
- I know that I have the right to challenge any positive test result and that I must notify the laboratory and the MRO that I am challenging the test result.
- I know that if I am convicted of a drug related crime I must notify my supervisor immediately.
- I agree to comply with the drug and alcohol testing requirements of the Drug-Free Workplace policy.
- I give my informed consent for the release of drug and/or alcohol test results to Helix Urgent Care.
- I know that the Employer's Drug-Free Workplace Policy does not constitute an employment contract between Helix Urgent Care and me.
- I have read and understood each of the preceding items that I have initialed. I have had the opportunity to question any item that I did not understand. I have voluntarily signed this form.
- I agree to comply with the drug and alcohol testing requirements of the Drug-Free Workplace Policy.
- I give my informed consent for the release of drug and/or alcohol test results to MECNB, Inc.
- I know that the Employer's Drug-Free Workplace Policy does not constitute an employment contract between the MECNB, LLC dba Helix Urgent Care and me.
- I read and understood each of the preceding items that I have initialed. I have had the opportunity to question any item that I did not understand. I have voluntarily signed this form.

Drugs Which Could Alter or Affect A Test Result

As stated in **CHAPTER 59A-24 — DRUG-FREE WORKPLACE STANDARDS** this list, as follows, is not intended to be all-inclusive. This, in part, is due to the large number of obscure brand names and constant marketing of new products,

- Alcohol All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
- Amphetamines Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
- Cannabinoids Marinol (Dronabinol, THC).
- Cocaine Cocaine HCl topical solution (Roxanne).
- Phencyclidine Not legal by prescription.
- Methaqualone Not legal by prescription.
- Opiates Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
- Barbiturates Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
- Benzodiazepines Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
- Methadone Dolophine, Metadose.
- Propoxyphene Darvocet, Darvon N, Dolene, etc.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: MECNB, LLC

Policy Number: TWC4641604

EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES

NAMED INSURED:MECNB, LLC
DBA: Helix Medical Centers

Fein: 592247859

WORKPLACES:Location Number 1.
6515 SE Kanner Hwy
Stuart, FL 34997Location Number 3.
2720 10th Avenue North
Palm Springs, FL 33461Location Number 5.
525 S Federal Hwy
Deerfield Beach, FL 33441Location Number 2.
225 S. US Highway 1
Tequesta, FL 33469Location Number 4.
3555 Northlake Blvd
Palm Beach Gardens, FL 33403Location Number 6.
12 Spook Ridge Rd
Upper Saddle River, NJ 07458

Insured: MECNB, LLC

Policy Number: TWC4641604

**EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE**

State	Form Number	Description
	WC990001B	DECLARATIONS PAGE
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC000308	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406A	PREMIUM DISCOUNT ENDORSEMENT
	WC000414A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000419	PREMIUM DUE DATE ENDORSEMENT
	WC000421E	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
FL	WC090303	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
FL	WC090402A	FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
FL	WC090403C	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
FL	WC090407A	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
FL	WC090408A	FLORIDA INSUFFICIENT FUNDS ENDORSEMENT
FL	WC090409	PREMIUM DUE DATE ENDORSEMENT
FL	WC090606	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
FL	WC090609A	FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT
NJ	WC290306B	NEW JERSEY PART TWO LIMIT OF LIABILITY ENDORSEMENT
NJ	WC290603	NJ PARTICIPATING PROVISION ENDORSEMENT
	WC990402	Participating Provision Endorsement

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

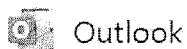
INFORMATION PAGE

Insured: MECNB, LLC

Policy Number: TWC4641604

EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remun.	Estimated Annual Premium
Florida					
Salespersons, Collectors or Messengers—Outside	0	8742		0.25	
Physician & Clerical	0	8832	4,745,707	0.25	11,864
Manual Premium					11,864
Total Manual Premium					11,864
Premium for Increased Limits Part Two: 1.4% (1000/1000/1000)		9812			166
Drug Free Workplace Credit 5%		9841			-602
Total Premium Subject To Experience Modification					11,428
Experience Modification 116%					13,256
Premium Discount 3.1%		0063			-411
Terrorism Risk Insurance Act 1%		9740			475
Expense Constant		0900			160
Total FL Premium					13,480
Total FL Cost					13,480



SAM.gov | You have received a Unique Entity ID for MECNB, LLC

From donotreply@sam.gov <donotreply@sam.gov>

Date Fri 8/11/2023 9:49 AM

To Brenda Stone <bstone@helixcares.com>

Brenda Stone,

You have successfully received a Unique Entity ID for:

MECNB, LLC

UNIQUE ENTITY ID: [REDACTED]

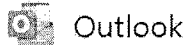
You have been assigned the UEI Data Entry Role in the Entity Registration domain with this entity. You can use the Unique Entity ID to identify your entity to federal government agencies or to register your entity on SAM.gov.

Your Unique Entity ID does not expire and does not need to be renewed. You can update your entity information by signing in to SAM.gov and going to your Entity Management Workspace.

If you have additional questions, please go to the [Federal Service Desk](#).

Do not reply to this auto-generated email.

This email was sent from SAM.gov



Complete E-Verify Enrollment Point of Contact Registration

From no_reply@uscis.dhs.gov <no_reply@uscis.dhs.gov>

Date Tue 7/25/2023 1:28 PM

To Brenda Stone <bstone@helixcares.com>

 6 attachments (70 KB)

logo; tagline; twitter; facebook; youtube; linkedin;

E-Verify



Welcome to E-Verify – You have been designated as the E-Verify Enrollment Point of Contact (POC).

To complete your company's enrollment, go to <https://idp.uscis.gov/verify/everify/e1b4a910-04d5-46c1-b8e6-00f541288eb2> and log in with the temporary user ID and password provided below:

- Your temporary user ID: [REDACTED]
- Your password: [REDACTED]

Note: For security purposes your enrollment link will expire 24 hours after receipt of your confirmation email.

E-Verify Resources:

- Join a [free E-Verify webinar](#)
- Review the [E-Verify Manuals, Guides and Job Aids](#)
- Watch [E-Verify Videos](#)
- Call E-Verify Customer Support at 888-464-4218 Monday through Friday, from 8 a.m. to 8 p.m. Eastern, TTY - for hearing and speech impaired users phone 877-875-6028 (except when the federal government is closed) or contact us at E-Verify@uscis.dhs.gov.

We're excited that you've joined E-Verify and we're committed to helping your company ensure a legal workforce.

Regards,

The E-Verify Team

Stay connected, like and follow us on



This e-mail was sent from an address that is not monitored; do not reply to this message.

TOWN OF JUPITER

RFP No. FR 2025-001 FIREFIGHTER PHYSICAL EXAMS

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF Florida

COUNTY OF Martin

Christina Mann, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 10 / 15 / 2025

By Mary Rubino Wilayat

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Christina Mann, an authorized representative of MECNB, LLC, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of 10, 2025.



Mary Rubino Wilayat
NOTARY PUBLIC

TOWN OF JUPITER

RFP No. FR 2025-001 FIREFIGHTER PHYSICAL EXAMS

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. I hereby propose to furnish the services specified in the RFP. Furthermore, I agree to abide by all conditions of this RFP. I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm or entity who is the Proposer, as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same service; no officer, employee or agent of the Town of Jupiter or of any other Proposer interested in the Proposal; and that the undersigned executed this Proposal's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

MECNB, LLC
NAME OF BUSINESS

BY: CM
SIGNATURE

Christina Mann, Billing Manager
PRINTED NAME AND TITLE

6515 S Kanner Hwy Stuart FL 34997
MAILING ADDRESS

CITY, STATE, ZIP CODE

772-675-4800
TELEPHONE NUMBER

Cmann@helixcares.com
E-MAIL ADDRESS

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2025 by _____ of _____, who [] is personally known to me or [] has produced Florida Driver Lic as identification and who did (did not) take an oath.



Mary Rubino Willyat
NOTARY PUBLIC

TOWN OF JUPITER
RFP No. FR 2025-001
FIREFIGHTER PHYSICAL EXAMS

PROPOSER'S QUALIFICATION STATEMENT FORM

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

SUBMITTED TO: Town of Jupiter

ADDRESS: 210 Military Trail
Jupiter, FL

SUBMITTED BY MECNB, LLC

CIRCLE ONE: CORPORATION / PARTNERSHIP / INDIVIDUAL / OTHER

NAME Christina Mann

ADDRESS: 6515 Skanner Hwy Stuart FL 34997

TELEPHONE NO. 772-675-4800

FAX NO. 772-675-4800

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: MECNB, LLC

The address of the principal place of business is:

6515 Skanner Hwy Stuart FL 34997

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

- a. Date of Incorporation: 1/25/1983
- b. State of Incorporation: Florida
- c. President's name: Robert Rodriguez
- d. Vice President's name:
- e. Secretary's name:
- f. Treasurer's name:
- g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:
- a. Date of organization: 1/25/1983
 - b. State whether general or limited partnership: limited
 - c. Name, address and ownership units of all partners:
Robert Rodriguez
12 Spook Ridge Rd
Upper Saddle River, NJ 07458
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name? 42 years
- a. Under what other former names has your organization operated? None
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration. Attached in application
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
No
9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary). Addressed in application
10. State the name of the individual who will have personal supervision of the work:
Dr. Christopher Deleo, Melissa Rawland (Tequesta Manager),
Carly O'Neal (North Palm Beach Manager) Nikki Gillis (Client service spec.)
11. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

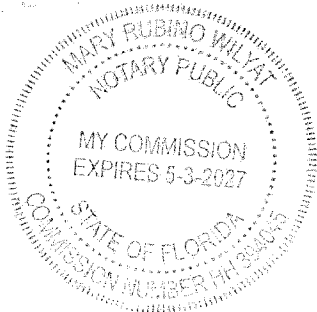
THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS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


Signature
Christina Mann
Printed Name

State of Florida
County of Martin

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 15 day of 10, 2025 by Christina Mann of MECN3, LLC, who ☐ is personally known to me or ☒ has produced Florida Driver Lic as identification and who did (did not) take an oath.


NOTARY PUBLIC



TOWN OF JUPITER

RFP No. FR 2025-001 FIREFIGHTER PHYSICAL EXAMS

PROPOSER'S ACKNOWLEDGMENT

I hereby certify, that this Proposer's Acknowledgment is made without prior understanding, agreement or connection with any corporation, firm, or other person submitting a Proposal for the same commodities and/or services, and is in all respects, fair and without collusion or fraud. I agree to abide by all of the conditions of this Request for Quotations, and certify that I am authorized to sign the Proposal for the Proposer. By my signature on this Form, the Proposer acknowledges and accepts without limitation, the terms and conditions as set forth within the Request for Proposal, as well as any applicable supplemental RFP documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF PROPOSER: MECNB, LLC

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE PROPOSERS

6515 Skanner Hwy Stuart FL 34997

PHYSICAL ADDRESS OF PROPOSER (NO P.O. BOXES ALLOWED)

6515 Skanner Hwy Stuart FL 34997

TELEPHONE NUMBER OF PROPOSER 772-675-4800

EMERGENCY CONTACT NUMBER FOR PROPOSER: 386-717-2300

FAX NUMBER OF PROPOSER 772-675-4800

FEDERAL ID NO. OR SOCIAL SECURITY NO. OF PROPOSER 59 2247859

IF PROPOSER IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORPORATION OR REGISTRATION Florida

****FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.**

SIGNATURE OF PROPOSER OR AUTHORIZED AGENT: [Signature]

****PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.**

PRINTED NAME OF PROPOSER OR AUTHORIZED AGENT:

DATE: 10/15/2025

TITLE/POSITION OF SIGNATORY: Billing Manager

TOWN OF JUPITER

RFP No. FR 2025-001 FIREFIGHTER PHYSICAL EXAMS

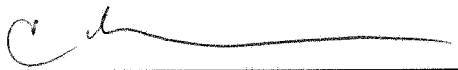
DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

MECNB, LLC does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

Christina Mann Billing Manager
Proposer's Printed Name and Title

10/15/2025
Date

TOWN OF JUPITER
RFP No. FR 2025-001
FIREFIGHTER PHYSICAL EXAMS
PUBLIC ENTITY CRIMES FORM

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

This sworn statement is submitted to Town of Jupiter
(Print name of the public entity)

By Mary Rubino Willyat
(Print individual's name and title)

for Christina Mann (MECNB, LLC)
(Print name of entity submitting sworn statement)

Whose business address is 6515 S Kanner Hwy
Stuart FL 34997

and (if applicable) its Federal Employer Identification Number (FEIN) is
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime: or
 - 4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

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

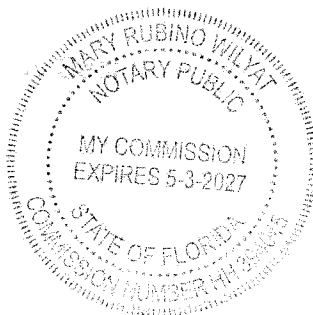
CL Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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

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

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 15 day of 10, 2025 by Christina Mann of MECNB, LLC, who [] is personally known to me or [] has produced Florida Driver Lic as identification and who did (did not) take an oath.



Mary Rubino Wilayat
NOTARY PUBLIC

TOWN OF JUPITER
RFP No. FR 2025-001
FIREFIGHTER PHYSICAL EXAMS

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that MECNB, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of MECNB, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Signature

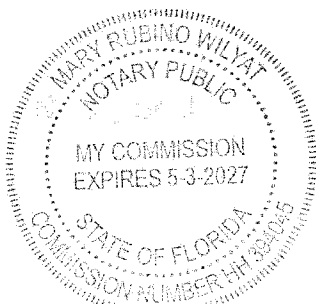
Christina Mann Billing Manager
Print Name/Title

10/15/2025
Date

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 10/15/2025 (date) by Christina Mann (name of officer or agent, title of officer or agent) of MECNB, LLC (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida Driver Lic (type of identification) as identification.



Mary Rubino Wilayat
Notary Public

RFP Review Committee Meeting Minutes

Date: October 22, 2025

Location: Town Hall Community Room

Time: 2:00 PM

Members in Attendance: Ashley Wilson, Daisy Sand, Robert Ramirez, Kevin Martin, Michael DeStefano

1. Call to Order

The meeting was called to order at 2:00 PM on October 22, 2025, for the public review of the proposals submitted in response to **RFP# FR 2025-001 (Firefighter Physical Exams)**. The meeting was publicly advertised in accordance with Sunshine Laws. No members of the public attended.

2. Proposal Review

The committee reviewed the three proposals submitted by the following vendors:

- Arcpoint Labs
- LifeScan
- Helix

The proposals were evaluated based on the criteria outlined in the Request for Proposal (RFP), as follows:

Evaluation Criteria

1. **Qualifications/Expertise/Experience (50 Points)**
Evaluates the vendor's experience in providing services similar to those requested in the RFP, including the qualifications of the assigned physician(s) and references.
 2. **Availability (30 Points)**
Considers the vendor's office locations, hours of operation, and ability to accommodate physical exam requirements.
 3. **Cost and Additional Medical Services (20 Points)**
Assesses the cost per physical examination and the availability of additional medical and laboratory services.
-

3. Vendor Proposal Scores

The vendors were ranked based on their total score out of 500 points, as summarized below:

1. **Helix**: 434 points
2. **LifeScan**: 328 points
3. **Arcpoint Labs**: 323 points

Detailed Scoring:

- **Arcpoint Labs** (Total Score: 323)
 - **Qualifications/Expertise/Experience**: 155/250
Limited experience performing firefighter physicals.
 - **Availability**: 93/150
Only one office in West Palm Beach; however, they offer quick turnaround times for documentation.
 - **Cost & Additional Services**: 75/100
Middle-tier pricing.
- **LifeScan** (Total Score: 328)
 - **Qualifications/Expertise/Experience**: 218/250
Extensive experience with firefighter physicals and industry reputation.
 - **Availability**: 55/150
No local offices within 3 hours of Jupiter; mobile services require a minimum of 45 physicals to be completed within one week, potentially requiring scheduling all new hires at the same time.
 - **Cost & Additional Services**: 55/100
Highest price among the three proposals.
- **Helix** (Total Score: 434)
 - **Qualifications/Expertise/Experience**: 215/250
Extensive experience with a strong team of physicians overseeing multiple locations.
 - **Availability**: 130/150
Multiple office locations, including weekend availability.
 - **Cost & Additional Services**: 89/100
Lowest cost of the three proposals.

4. Vendor Selection

After reviewing the proposals, the committee selected **Helix** as the highest-ranked vendor with a total score of 434 out of 500. Helix was determined to be the best fit based on their combination of expertise, availability, and competitive pricing.

5. Adjournment

The meeting was adjourned at 3:00 PM to allow for any public questions or comments, though none were raised.

Minutes prepared by:

Michael DeStefano, Deputy Fire Chief, Jupiter Fire Rescue

TOWN OF JUPITER
Advanced Metering Infrastructure Contract (W2325)



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 86-25, Approving a 20-year contract with Core & Main LP for Advanced Metering Infrastructure (W2325) including a 2-year implementation cost of \$13,825,768, and executing a 20-year software and network lease agreement with Sensus USA for an estimated average annual cost of \$355,840, and amending the project budget.

EXECUTIVE SUMMARY

Staff requests approval to award a contract to Core & Main LP of Riviera Beach, Florida to replace the Town's existing water metering system with technology, known as Advanced Metering Infrastructure, for a 20-year contract term with an estimated total value of \$20,230,895. This contract includes a 2-year implementation cost of \$13,825,768, and a 20-year software and network lease agreement with Sensus USA with average subscription fees of \$355,840 annually. Finally, staff requests approval to amend the project budget to accommodate full transition to AMI over 2 years, instead of 5 years as originally planned.

The Town's existing automated meter reading (AMR) system, installed in the mid-2000's, has reached the end of its useful life. In the past 5 years, nearly half of the equipment used to record and transmit water usage data has failed, resulting in operational problems and extra burden on staff to maintain the failing system. In addition, based on meter accuracy testing conducted on a sampling of existing meters 2" and smaller, it was determined that meter accuracy loss (91.7% from 99%) occurs after 10 years of service as internal components within the meters wear. Based on the reduced meter accuracy, estimated missed revenue from meters over 10 years old is \$1.3 million annually. The Town's AMR system has been in service for nearly 20 years, is outdated technology, is no longer reliable or accurate and should be replaced.

Advanced Metering Infrastructure (AMI) is a comprehensive smart metering system that represents the latest in meter reading technology. Its solid-state meters have no moving parts and are guaranteed to maintain 99% accuracy for 20 years. Water usage data is transmitted remotely over a secure communications network of towers providing daily readings, where the current AMR system is limited to monthly readings for billing purposes. AMI enhances customer experience by providing near real-time access to water usage data through an online portal and phone app. Customers will be able to view trends and control their water use patterns to conserve water and be alerted of unusual high water use for early detection of leaks. With access to daily consumption data, town staff will be more equipped for timely diagnosis and response to customer inquiries using reliable and accurate data. With AMI, field service staff will be able to focus on proactive meter maintenance to ensure optimal system performance. AMI offers capabilities for system-wide pressure monitoring to assist staff with

managing unaccounted for water loss, detecting distribution system leaks and monitoring distribution system water quality.

In June 2025, a Request for Proposals (RFP) was posted on EUNA OpenBids, formally Demandstar, for the Advanced Metering Infrastructure (AMI) project in accordance with the Town's Procurement Policy. Three sealed proposals were received and opened publicly on July 15, 2025. Proposals were reviewed by a Selection Committee appointed by the Town Manager. Selection Committee members reviewed, scored and ranked the proposals individually based on criteria in the RFP, which included project cost and project approach, contractor qualifications, previous experience, in-person presentation, and completeness of proposal.

Core & Main was the top ranked firm by the Selection Committee. Selection committee meeting minutes containing a summary of the evaluation results are provided as Attachment 2. Though selection was not solely based on price, a cost comparison of the 3 proposals received is provided as Attachment 3. Core & Main's 20-year total bid price was \$23,572,670, including equipment, installation, software and network subscription fees and not including the optional items that are not being considering for award at this time. The price proposal provided in Attachment 4, beginning on Page 111, includes detailed bid unit pricing submitted by Core & Main in their sealed proposal. Negotiations with Core & Main, the top-ranked firm, were pursued and identified cost savings to reduce the 20-year total cost by \$5,559,876, to \$20,230,895. Negotiated unit pricing is provided in Attachment 7. The cost-saving strategies identified during negotiations are listed below and include reducing the implementation time from 5 years to 2 years for full conversion to AMI system. Based on negotiated unit pricing and estimated quantities in the proposed contract, equipment and installation costs total \$13,825,768 to be expended in the first 2 years of the 20-year contract and software and network subscription fees total \$6,405,127 in Years 3 through 20 (\$355,840 average annual cost). Cost savings strategies include:

- Retrofit existing large meters (greater than 2") under 10 years old with new recording and transmitting devices instead of replacing the entire large meter assembly (\$1M savings)
- Modify the proposed small meter (2" and smaller) antenna box materials and configurations (\$580K savings)
- Eliminate antenna boxes where existing meter box lids can be drilled (\$760K savings)
- Expedite the implementation schedule for full conversion to AMI from 5 years to 2 years (\$1M savings)
- Eliminate optional items not required for full conversion to AMI (\$1.7M savings)
- Eliminate meter box detailed survey (\$520M savings)

Core & Main's core team includes Sensus, the metering equipment manufacturer and network and software owner, and VEPO, the installation subcontractor. Core & Main's team is well experienced in delivering AMI projects, across the nation and in South Florida. They have successfully installed AMI systems for Palm Beach County, Seacoast Utility Authority, the Village of Tequesta, Miami-Dade County, and many others. Feedback from references for Core & Main, Sensus, and VEPO was superior.

Sensus uses their FlexNet network under an FCC-licensed spectrum to ensure reliable communication, in routine and emergency conditions, by mounting antenna equipment on existing towers. Core & Main was the only respondent to the RFP whose proposal did not include constructing new towers or using cellular networks to obtain meter readings. The

proposed Sensus meters have no internal moving parts, offer high accuracy at high and low flows, and have the best warranty in the industry (15-year full and 5-year prorated battery warranty, and 20-year full accuracy warranty). Metering accuracy gains of the Sensus meters will pay for conversion to the AMI system in just under 11 years.

Although staff originally budgeted and planned for the transition to AMI to occur over 5 years, due to the ongoing challenges and operational issues that continue to occur with the existing failing AMR system, missed revenue, and the significant cost savings available with a shorter (2-year) implementation term, expediting the transition to AMI over 2 years is favorable. To fully fund the proposed contract, budget amendments to the Meter Replacement Program (W0002) and the Large Meter Replacement Program (W0329) Community Investment Program (CIP) budgets are necessary. The AMI project budget provided in Attachment 10 illustrates the proposed funding strategy, which utilizes unspent carryover funds, appropriated FY2026 funds, and programmed FY2027 funds for the referenced Meter Replacement CIP projects, along with year-end FY2025 CIP project close out funding for 3 projects that were completed under budget and 1 project for which the scope is being re-evaluated and will be re-programmed at a later date. Budgeted funds in the Meter Replacement CIP accounts for years FY2028, FY2029, and FY2030 will not be needed and can be freed for other future water utility renewal and replacement projects. The combined total of the 2 CIP budgets remains unchanged at \$14,397,592 and there is no request for the budget to be increased. Software and network subscription fees for Years 1 and 2 are included in the 2-year implementation cost. Software and network costs for Years 3 through 20 will be budgeted annually in the Water Enterprise Operating Budget as outlined in the negotiated unit pricing provided in Attachment 7. In addition, Sensus' new meter 20-year accuracy guarantee combined with the estimated \$1.3M in missed revenue currently being experienced with the existing system, it is estimated that the AMI system will pay for itself in 11 years, once installed; the last 9 years of system life will be positive revenue flow.

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

ANALYSIS

The Town's existing AMR water metering system is old technology that is no longer reliable or accurate, and has become an operating and maintenance burden on staff as it has reached the end of its useful life. Replacement of the existing system with updated technology known as Advanced Metering Infrastructure is proposed in this contract with Core & Main. The Selection Committee evaluated Core & Main to be the highest ranked, responsive respondent based on the proposal they submitted on July 15, 2025, in response to the Town's RFP. The proposed negotiated 20-year contract with Core & Main has been reviewed by the Town Attorney and is suitable for award. Based on negotiated unit pricing and estimated quantities in the contract, the total estimated contract value is \$20,230,895, which includes a 2-year implementation cost of \$13,825,768, and a 20-year software and network lease agreement with Sensus USA including subscription fees totaling \$6,405,127 over 18 years, an average of \$355,840 annually. Budget amendments are necessary to fully fund the contract as illustrated in the Project Budget provided in Attachment 10. Unspent carryover funding, appropriated FY2026 funding, and budgeted FY2027 funds in the Meter Replacement (W0002) and Large Meter Replacement (W0329) CIP accounts can be utilized along with unspent funds from previously appropriated projects recently completed under budget or being reevaluated for scope and cost savings totaling \$2,286,041 can be transferred to the meter replacements accounts to fully fund this contract. The planned CIP funds budgeted for meter replacements in years FY2028, FY2029, and FY2030 are no longer needed and can be freed for other future water utility renewal and

replacement needs. The combined total CIP budget for both accounts remains unchanged at \$14,397,592.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 86-25
2. W2325 Selection Committee Meeting Minutes
3. W2325 Proposal Cost Comparison
4. Core & Main LP Proposal
5. Agreement (Contract) between Town and Core & Main LP
6. Software as a Service and Spectrum Lease Agreement
7. Core & Main Negotiated Unit Pricing
8. FY26 CIP Sheet for Meter Replacement Program (W0002)
9. FY26 CIP Sheet for Large Meter Replacement Program (W0329)
10. Project Budget
11. AMI Presentation

FUNDING SOURCE

Amount of this Request:	\$14,397,592	
Amount Approved in Budget:	\$12,156,940 <u>\$ 2,240,652</u> \$14,397,592	Sources: 40151033-563405-W0002 (Meter Replacement Program CIP) 40151033-563406-W0329 (Large Meter Replacement Program CIP) Total Approved

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

RESOLUTION NO. 86-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR ADVANCED METERING INFRASTRUCTURE (W2325) WITH CORE & MAIN, LP AND AMENDING THE PROJECT BUDGET.

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

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

WHEREAS, the Town of Jupiter has prepared a Request for Proposals (RFP) which sets forth the scope of work and responsibilities of a contract for Advanced Metering Infrastructure (W2325); and

WHEREAS, the highest ranked proposal evaluated by the Town's selection committee for the Advanced Metering Infrastructure (AMI) RFP was submitted by Core & Main LP of Riviera Beach, Florida on July 15, 2025; and

WHEREAS, Core & Main LP proposal submitted on July 15, 2025 for the AMI RFP was reviewed and found to be responsive to the RFP requirements and suitable for award based on negotiated contract unit pricing for a total amount of \$13,825,768 for the 2-year implementation period of the 20-year contract and;

WHEREAS, the Software as a Service and Spectrum Lease Agreement with Sensus USA was reviewed and found to be suitable for execution and necessary for functionality of the AMI system where software and network subscription fees will be budgeted annually in the Water Enterprise Operating Budget beginning in Years 3

(FY2028) through Year 20 (FY2045) based on negotiated pricing in the 20-year contract with Core & Main; and

WHEREAS, budget amendments to the Meter Replacement (W0002) and the Large Meter Replacement (W0329) in the Town's Community Investment Program (CIP) projects are requested to fully fund the Advanced Metering Infrastructure (W2325) contract with Core & Main, though the total project budgets do not change.

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

Section 1. The contract between the Town of Jupiter and Core & Main LP is hereby accepted.

Section 2. The Software as a Service and Spectrum Lease Agreement between the Town of Jupiter and Sensus is hereby accepted.

Section 3. The Mayor is authorized and directed to execute said contract and lease agreement on behalf of the Town.

Section 4. Upon the acceptance and execution of the contract and lease agreement, Core & Main LP and Sensus USA shall be responsible for carrying out all responsibilities which have been established therein.

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

12/2/2025



UTILITIES

REQUEST FOR PROPOSALS ADVANCED METERING INFRASTRUCTURE (W2325)

SELECTION COMMITTEE PUBLIC MEETING MINUTES August 6, 2025 2:00pm

LOCATION:

Utilities Field Office Conference Room
3133 Washington Street, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Jonathan Batista (Committee Chair)
Amanda Barnes, Director of Utilities
Rebecca Wilder, Assistant Director of Utilities
Rodney Carroll, Utility Services Manager
Chris Craft, Field Operations Supervisor
Travis Sanders, Customer Service & Billing Manager
Ryan Sancilio, Billing & Meter Operations Supervisor
Greg Delbene, Utility Field Rep

OTHER ATTENDEES:

See attached sign-in sheet.

DISCUSSION

- I. The Selection Committee Meeting convened at 2:00pm.
- II. The Committee Chair introduced the committee and requested the other attendees to introduce themselves.
- III. The Chair stated that Selection Committee members were instructed to use the criteria noted in the Request for Proposals (RFP W2325) to rank the proposals.
- IV. The Committee discussed their scoring.
- V. The Chair asked if all scoring was complete and the Committee members sign their score sheets.
- VI. The Chair passed around a single summary sheet containing the list of the firms that submitted proposals to each Committee member. Each member recorded their scores on this single summary sheet then ranked the firms based on their scores.

- VII. The Chair then summed up the rankings for each firm from all the Selection Committee members. Another Selection Committee member checked the addition of the rankings.
- VIII. Once the Selection Committee rankings were summed up, the lowest combined ranking was deemed the most qualified firm for this project.
- IX. In the event a Contract is not executed, the Town will have the right to move on to the next most qualified firm.
- X. The Selection Committee Meeting adjourned at 2:16pm.

cc: W2325 Meeting Minutes File
Meeting Attendees

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS ADVANCED METERING INFRASTRUCTURE (W2325)

SELECTION COMMITTEE MEETING SIGN-IN SHEET August 6, 2025 at 2:00 PM

	Name	Agency	Phone Number	Email Address
1	Jonathan Batista	Town of Jupiter	561-741-2531	jonathanb@jupiter.fl.us
2	Amanda Barnes	Town of Jupiter	561-741-2537	amandab@jupiter.fl.us
3	Rebecca Wilder	Town of Jupiter	561-741-2531	rebeccaw@jupiter.fl.us
4	Rodney Carroll	Town of Jupiter	561-741-2713	rodneyc@jupiter.fl.us
5	Chris Craft	Town of Jupiter	561-741-2723	chrisc@jupiter.fl.us
6	Travis Sanders	Town of Jupiter	561-741-2264	traviss@jupiter.fl.us
7	Ryan Sancilio	Town of Jupiter	561-741-2271	ryans@jupiter.fl.us
8	Greg Delbene	Town of Jupiter		gregoryd@jupiter.fl.us
9	Dillon Mathis	Empire Pipe	321-246-1226	dillon.mathis@empirepipe.com
10	Jon Kuehne	EPS	561-860-4138	jkuehne@empirepipe.com
11	Dustin Laughlin	Master Meter	850-851-9872	dlaughlin@mastermeter.com
12	Mark Costello	Sensus	561-888-3646	mark.costello@xylem.com
13				
14				
15				
16				
17				
18				
19				
20				

REQUEST FOR PROPOSALS
ADVANCED METERING INFRASTRUCTURE (W2325)
Summary of Evaluation Results

RESPONDENT	Member 1		Member 2		Member 3		Member 4		Member 5		Member 6		Member 7		Member 8		SUM OF	
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Ranks	
Core & Main	91	1	80	1	91	1	90	2	89	2	98	1	96	1	95	1	730	10
M&E Construction, Master Meter and Empire Pipe & Supply	89	2	72	3	86	2	93	1	90	1	86	3	74	3	80	3	670	18
National Metering Services, Inc.	86	3	76	2	59	3	76	3	86	3	89	2	81	2	91	2	644	20

SUMMARY		
Final Rank	Respondent	Sum. Ranks
1	Core & Main	10
2	M&E Construction, Master Meter and Empire Pipe & Supply	18
3	National Metering Services, Inc.	20

AMI (W2325) Proposal Total Cost Comparison for Full Meter Replacement

Full Replacement Turnkey AMI System	Core & Main LP	M&E Construction, Master Meter, Empire Pipe	National Metering Services
Required Equipment and Installation (5 years)*	\$18,138,575	\$15,852,233.23	\$17,098,643
Optional Equipment and Installation (5 years)	\$1,718,102	\$162,601	\$294,711
Software and Network Fees (15 years)	\$5,434,095	\$4,600,121	\$7,314,938
Unforeseen Contingency Allowance	\$500,000	\$500,000	\$500,000
Total Proposal Price (5 Yr Implementation)	\$25,790,771	\$21,114,956	\$25,208,292
Total Price without Optional Equipment	\$24,072,670	\$20,952,354	\$24,913,581

* M&E costs are updated to include full 15 year software, network, and cellular fees, which were not included in their price proposal, and tariff surcharges, which were stated in their proposal but not calculated into their pricing.



CORE & MAIN'S RESPONSE TO REQUEST FOR PROPOSALS FOR
THE TOWN OF JUPITER, FLORIDA

RFP W2325 Advanced Metering Infrastructure



SUBMISSION DEADLINE:

Date: July 15, 2025

Time: 2:00 PM EST

SUBMITTED TO:

Town Clerk, Town of Jupiter

210 Military Trail, Jupiter, FL 33458



PRIMARY CORE & MAIN CONTACT:

Javier Rezakhani

Outside Sales Representative

Javier.Rezakhani@coreandmain.com

561-472-4693



PRIMARY SENSUS CONTACT:

Mark Costello

Account Development Manager

Mark.Costello@xylem.com

561-472-4693

0

TABLE OF CONTENTS

0. Table of Contents





RFP W2325 Advanced Metering Infrastructure	1
Table of Contents	2
1. Letter of Transmittal	6
LETTER OF TRANSMITTAL	7
DELEGATION OF SIGNING AUTHORITY	8
2.A. Qualifications of Firm & Core Team (3-Page Limit)	9
CORE & MAIN	13
SENSUS	22
INFRASYNC	23
VEPO SOLUTIONS	25
XYLEM	30
SENSUS	30
XYLEM VUE POWERED BY GOAIGUA	30
VEPO SOLUTIONS	31
ADVANCED RF SOLUTIONS COMPANY	31
INFRASYNC TECHNOLOGY SERVICES	31
2.B. Experience of the Firm (3-Page Limit)	32
2.C. Project Approach	36
CORE & MAIN PROJECT MANAGEMENT APPROACH	45
VEPO INSTALLATION OVERVIEW	47
TESTING & SYSTEM ACCEPTANCE	61
TRAINING OVERVIEW	62
CORE & MAIN WARRANTY	80
SENSUS G-500 WARRANTY	81
VEPO INSTALLATION WARRANTY	83
APPENDIX D	87



2.D. Proposal Price Schedule	111
APPENDIX C	112
3. Additional Information (2-Page Limit).....	126
NETWORK-AS-A-SERVICE NAAS OVERVIEW.....	127
CORE & MAIN + SENSUS + VERTEXONE LETTER OF RECOMMENDATION	128
4. Proposal Forms.....	129
PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION.....	130
PROPOSER’S QUESTIONNAIRE - REVISED	134
REFERENCE CHECK FORMS – CORE & MAIN.....	139
SUBCONTRACTOR REFERENCE CHECK FORMS – VEPO	144
CONTRACTOR SAFETY QUALIFICATION FORM	148
NON-COLLUSIVE AFFIDAVIT FORM	157
SWORN STATEMENT.....	159
DRUG-FREE WORK PLACE CERTIFICATION	162
CONTRACTOR E-VERIFY AFFIDAVIT.....	164
SUBCONTRACTOR E-VERIFY AFFIDAVIT	183
PROPOSAL SECURITY/BID BOND	185
5. Quality Assurance & Quality Control.....	192
CORE & MAIN’S APPROACH TO QUALITY ASSURANCE	193
VEPO QUALITY ASSURANCE & QUALITY CONTROL (QA/QC) SERVICES.....	194
6. Licenses & Contractor Documents.....	196
CONTRACTOR’S LICENSE.....	197
CNM MEMORANDUM OF INSURANCE	198
CNM PARTNERSHIP DOCUMENTS	200
7. Variances to RFP	218
APPENDIX D:	219



QUALIFICATIONS OF CORE & MAIN LP 220

Supplemental Appendix 221

SUPPLEMENTAL APPENDIX ITEMS OVERVIEW..... 222

SMARTPOINT COMPATABILITY GUIDE..... 223

PRODUCT SHEETS 225

1

LETTER OF TRANSMITTAL

1. Letter of Transmittal





LETTER OF TRANSMITTAL

Core & Main LP ("Core & Main") is pleased to submit our proposal in response to the Town of Jupiter's Request for Proposal #W2325 - Advanced Metering Infrastructure. Below we have outlined the key benefits of our proposal:

- **Sensus FlexNet Communication Network:** Our proposed solution leverages the Sensus FlexNet communication network, a proven system that ensures reliable and secure data transmission. The FlexNet network is designed for efficiency and resilience, providing a robust backbone for the Town's AMI system that meets the stringent coverage, read rate, and read rate interval success requirements detailed in this RFP.
- **Industry-Leading Metrology:** We offer industry-leading metrology that includes solid-state technology, supporting precise and reliable measurements. Sensor technology embedded within our metrology enables extensive operational and customer service benefits to the Town. Our solution also features remote connect/disconnect capabilities, which enhance operational efficiency by reducing the need for manual interventions in service management.
- **Cost-Effective Dual-port Endpoint Modules:** A key feature is the integration of dual-port endpoint modules, delivering substantial savings by eliminating the need for multiple units in dual water service configurations. With a 20-year battery life, these modules also offer long-term reliability, reducing maintenance costs and providing sustained operational stability.
- **Software and Network as a Service:** Our solution includes both Software as a Service (SaaS) and Network as a Service (NaaS) models. The SaaS model offers continuous updates and enhancements, ensuring that the Town benefits from the latest advancements in AMI technology without the burden of significant capital expenditures.
- **Scalability and Real-Time Data Collection:** Our solution is built with scalability in mind, allowing for seamless expansion as the Town's needs evolve. The system provides real-time data collection, which enhances operational efficiency, allows for proactive issue resolution, and improves customer service through timely and accurate billing information.
- **Experienced Team and Expedited Deployment:** Core & Main prides itself on a team with extensive experience in AMI deployments and managed services. We are committed to meeting the Town's timeline and delivering a fully functional AMI solution.

Core & Main is well-equipped to provide a state-of-the-art AMI solution that offers robust communication capabilities, industry-leading metrology, and comprehensive service models. Our proposal ensures long-term value through advanced technology, operational efficiency, and exceptional customer service for the Town of Jupiter.

Core & Main affirms its proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. Mo Rezakhani, District Manager, will have contract signing authority for the execution of the proposed contract with the Town. Core & Main confirms that this proposal is effective for 120 days from the date of receipt.

Sincerely,

Moslehedin "Mo" Rezakhani,
District Manager

Javier Rezakhani,
Municipal Sales Representative

Eric Corey,
Sr. Smart Utility Specialist



DELEGATION OF SIGNING AUTHORITY

Docusign Envelope ID: 3B605E8B-75BF-4816-BE8D-29EBA282EA11

DELEGATION OF AUTHORITY

I, Robyn Bradbury, CFO of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Moslehedin Rezakhani (the "Delegate") to execute and deliver the proposal in response to the Request for Proposals (RFP) for Advanced Metering Infrastructure (W2325) (the "Document") to the Town of Jupiter, Florida, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand on July 13, 2025.

CORE & MAIN LP, a Florida limited partnership

By: 
Robyn Bradbury, CFO

A

QUALIFICATIONS OF FIRM & CORE TEAM





1. Describe the size, range of disciplines, licenses, and years in business of the Respondent's firm. The Respondent must emphasize its expertise in, and experience with providing and implementing Advanced Metering Infrastructure for public-sector projects.

COMPANY OVERVIEW

Core & Main LP was established in 2004 and built on the foundation of 80+ legacy companies, including HD Supply Waterworks, Hughes Supply, and National Waterworks. Our products are integral to building, repairing, and maintaining water and wastewater systems. They serve as part of the basic municipal infrastructure required to support population and economic growth, including residential and commercial construction. C&M holds a **leading market position** in the United States for water, sewer, storm drain, and fire protection products.

Headquartered in St. Louis Missouri, we have over 5,500 employees across 49 states and over 350 locations that strive daily to provide local knowledge, experience, and service nationwide.

Core & Main holds a Certified Underground Utility and Excavation Contractor License in the state of Florida, which further supports our qualifications for serving the Town and its residents through this project.

- Underground Utility & Excavation License # CUC1225503, State of Florida. Core & Main

CORE & MAIN AMI EXPERTISE

Metering & Technology is a core growth initiative for Core & Main. The company has been supplying and supporting automated meter functions for several decades, starting with its infancy in touch-read, its evolution into radio read, and now AMI. We have completed over 2,000 smart metering technology deployment projects nationwide.

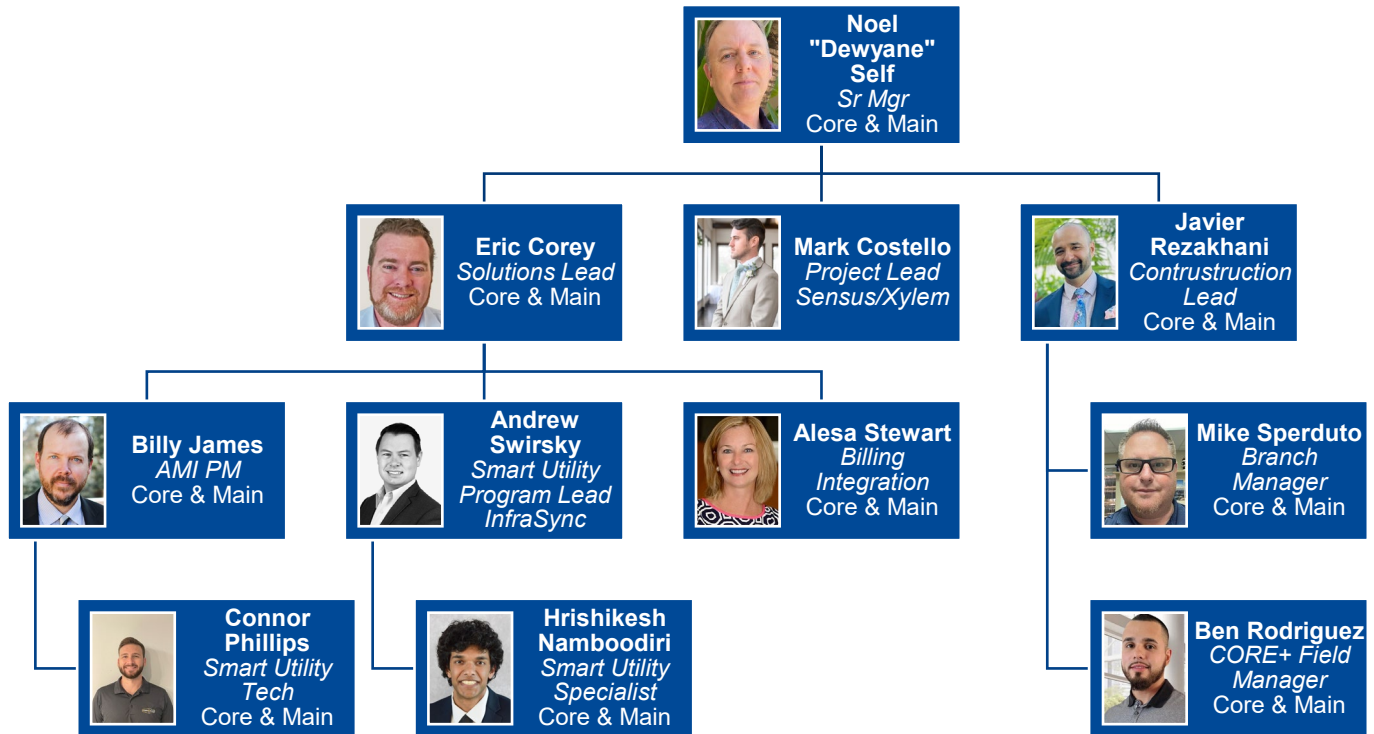
Core & Main is an Authorized Sensus Distributor, and in addition to an exceptional product offering, Core & Main is also uniquely qualified to offer additional value-added services that enhance customer service and reliability. An example of these value-added services include:



- Core & Main is a Value-Added Reseller (VAR), Sensus' highest level of distributor classification.
- Knowledgeable local personnel work with the City's personnel to solve problems early.
- Project management and installation services to efficiently implement the metering conversion.
- As one of the largest distribution organizations and solution providers in the United States, we can offer expertise and relationships gained from the execution of multitudes of AMR/AMI projects. Our customers find an advantage in working with a sound financial partner provider known for a national reputation built upon local ties.
- We only partner with premier and proven Sensus-trained installers to install the infrastructure and endpoints

2. Attach a copy of the firm's organizational chart identifying Core Team members (not included in the 3-page limited response to this section).

Below is an organizational chart for the proposed Core & Main Project Team:





3. Describe the Core Team members who will be working on this Contract including name and title, office location, years of experience with the firm / total years of experience, current / projected workloads, description of duties to be performed and percent of time to be spent on this Contract. Note if any of the Core Team members have experience working with the Town of Jupiter or another utility within Palm Beach County.

Below we have outlined key project personnel, their roles, location, experience, workload, duties, and expected allocation to this contract:

Name	Title	Location	Years at Firm	Years of Experience	Workload	Project Duties	% Allocated	Local Experience
Noel "Dewayne" Self	Regional Initiative Manager	Bryant, AK	15	15	85%	15%	15%	10 Years
Eric Corey	Solutions Lead	Miami, FL	5	15	75%	25%	25%	15 Years
Mark Costello	Sensus/Xylem Project Lead	Westlake, FL	6	11	90%	10%	10%	11 Years
Javier Rezakhani	Construction Lead	West Palm Beach, FL	18	18	75%	25%	25%	18 Years
Billy James	AMI Project Manager	New Braunfels, TX	4	11	50%	50%	50%	2 Years
Andrew Swirsky	Smart Utility Program Lead	Houston, TX	2	13	75%	10%	10%	6 Years
Alesa Stewart	Billing Integration Manager	Tallassee, AL	6	20	10%	10%	10%	20 Years
Connor Phillips	Smart Utility Tech	Boca Raton, FL	6	6	90%	10%	10%	6 Years

Core & Main's Riviera Beach branch has worked with the Town of Jupiter for over 40 years. The branch is located less than 30 minutes from the Town's operation centers. The Riviera Beach Branch is supported by the Fort Pierce and Oakland Park branches which are supporting multiple meter projects. This allows Core & Main to allocate resources in larger quantities than normal to support on-going and long-term Advanced Metering Infrastructure and Smart Water projects.

4. Identify the supervising Core Team leader who will be responsible for administration and management of this Contract.

Billy James will be the primary Core Team leader throughout the administration of this contract, with support from Dewayne Self during the contract negotiation phase.

5. Attach a one-page resume for each Core Team member.

Please see project team resumes enclosed on the following pages:



CORE & MAIN

NOEL “DEWAYNE” SELF



PROFILE

Dewayne is a 15-year meter industry veteran beginning his carrier with Core & Main in 2006 and was one of the original members of the National Services Group (NSG). During his time with the NSG, he was tasked with selling turnkey metering projects across the United States. Dewayne has served in a variety of functions from implementation and project management to sales support and consultation. Since 2013, Dewayne has served as the regional metering / AMI Initiative Manager. In his current role, Dewayne manages the product specialists, is responsible for ensuring customer support success, and sales performance for the region. Dewayne has worked on a variety of Sensus Automated Metering projects ranging in size from 500 touch read endpoints to 200,000 AMI endpoints. Dewayne is a graduate of the University of Arkansas with a degree in business-finance.

NOEL “DEWAYNE” SELF

Sr. Manager Sales, Metering - Southeast

EDUCATION

University of Arkansas: Business-Finance

WORK EXPERIENCE

Core & Main

January 2006 – Current

Meter & Smart Utility Initiative Manager

Crews & Associates Investment Bankers

June 2001 – January 2006

Vice President – Structuring Analyst

US Army

March 1991 – September 1995

Tactical Communications Specialist

RELEVANT PROJECTS

Palm Beach County, Florida,, FL

2016 – 2019

200,000 Water / Full Sensus Flexnet AMI installation (network, software, installation services)

MAWSS- Mobile Area Water & Sewer System, AL

2011-2020 (Phase 1-10)

100,000 Water / Full Sensus Flexnet AMI installation (network, software, installation services)

Albany Utilities, GA

2018-Active

90,000 Water, Gas, Electric / Full Sensus Flexnet AMI installation (network, software, installation services)

Riviera Utilities, AL

2020 - Current

95,000 water, gas, electric / Full Sensus Flexnet AMI installation (network, software, installation services)

QUALIFICATIONS

- Project Management
- Project Development
- Financial Feasibility Studies
- Customer Advocacy

CONTACT

Email: noel.self@coreandmain.com

ERIC COREY



PROFILE

Eric Corey covers the Southern Territory for the Core & Main sales team as their Smart Utility Specialist and has personally overseen all of the AMR/AMI deployments from procurement coordination to field coordination/project management through program management. Eric has worked in the industry for 15 years and has been involved in all aspects of AMR/AMI sales, service, support, and deployment during that period for the South Florida Territory. In recent years, Eric has worked as a Smart City/Utility Integration Manager. His tasks have included integrating vast metering and wastewater collections product lines into the new Smart Utility landscape. This has included multiple R&D projects with local utilities and assistance in development of new Standard Operating Procedures. Most notably, Miami-Dade Water and Sewer's Industrial Pollution Monitoring Program (in cooperation with DERM) and the Wastewater Advanced Metering Infrastructure Program.

ERIC COREY

Smart Utility Product Specialist

EDUCATION

- Hiram College
- Miami-Dade College

WORK EXPERIENCE

Core & Main

November 2020 – Current

Smart Utility Specialist

The Avanti Company

October 2008 – November 2020

South Florida Territory Manager

Coldwell Banker Property Management Division

June 2004 – October 2008

Senior Property Manager

RELEVANT PROJECTS

Miami Dade Wastewater AMI Program

Miami Dade WWCTLD

October 2018 - Current

464 Sewer flow meters, SmartCovers and IOT Sensor to help establish the baseline for the future Miami Dade Smart Wastewater Network. Developed in-house by WASD.

Miami Dade Industrial Pollution Monitoring Program

Miami Dade Metering Division

July 2014 – July 2020

4 IPMP systems temporarily deployed in conjunction with WWCTLD to industrial facilities to identify toxic pollution into the Wastewater Collection system. Developed permanent monitoring system to continue constant monitoring. Developed in-house by WASD.

Opa-locka Water Distribution Analysis

August 2016 – April 2017

Inspected and reported on 6900 Residential and Commercial water meters as part of the Miami Dade Water and Sewer transition to operational control of Opa locka's Water Distribution System.

Eric is a third generation "Meter Man" who has worked in the South Florida Market his entire career in flow metering and metering systems technology. He has worked extensively to assist manufacturers "bridging the gap" between Manufacturer-driven solutions to Utility-driven solutions. Such as, cost effective water loss management through District Metering and Integration of Wastewater Collections into AMI.

Eric was born and raised in Miami, FL attending Christopher Columbus High School and has been involved in the community throughout this life and career. Eric still lives in Miami with his wife of 13 years, daughter and son. Eric is highly active in the Soccer/Futbol Community in South Florida, founding multiple supporters' groups for Inter Miami and the United States National Teams.

OTHER AMR/AMI DEPLOYMENTS

- 2008: Homestead FL / 30,000 Mobile AMR Solution
- 2008: Opa-locka (WASD) / 6,900 Mobile AMR Solution
- 2009: Martin County Utilities / 35,000 Mobile AMI Solution
- 2010: Wilson Manors / 5,000 Mobile AMI Solution
- 2014: North Springs I.D / 13,000 Fixed Based AMI Solution
- 2015: City of Lake Worth / 15,000 Fixed Based AMI Solution with Electric
- 2016: North Bay Village / 800 Mobile AMI Solution
- 2016: Lehigh Acres / 12,000 Fixed Based AMI Solution
- 2017: Golden Gate / 6,000 Fixed Based AMI Solution
- 2018: No. Ft. Myers / 2,000 Fixed Based AMI Solution
- 2018: Fort Myers / 27,000 Ongoing Smart City & AMI Deployment
- 2019: Miami-Date Water and Sewer / Ongoing Wastewater AMI Program
- 2022: Deerfield Beach 15,000 Fixed Based AMI Solution

QUALIFICATIONS

- 15 Years' experience in AMR/ AMI deployment.
- 12 Years' experience in Sewer flow monitoring, I&I Analysis and Sanitary Sewer Evaluation Surveys.
- 15 Years' experience in Instrumentation and Controls operations and maintenance. Wellfield, Treatment, Pump Station, Waste treatment and Environmental recovery.
- 8 Years' experience in Software installation and integration.
- 5 Years' experience in Smart Utility development and integration.

ASSOCIATIONS

- FSAWWA – MAC Committee, Vice Chair
- FSAWWA – Region VII Committee Member
- Water Environment Federation – WEFTEC Associate
- F.W.&P.C.O.A Member

CONTACT

Eric J. Corey
Smart Utility Specialist
Core and Main
Cell: (772) 971-9592
E-mail: eric.corey@coreandmain.com



JAVIER REZAKHANI



PROFILE:

Javier Rezakhani is an experienced, solutions-driven professional currently responsible for municipal sales in the Southeast district for Core & Main, a leading distributor of waterworks products in the US. He is responsible for the district's public sector which includes business development, sales growth, supply chain communication and smart utility.

Born and raised in South Florida, Javier attended Cardinal Newman High School and graduated from Florida Atlantic University in 2006. He is passionate about preserving Florida's delicate ecosystem, spending time with his wife and three children, participating in beach cleanups while also enjoying Florida's natural treasures. Javier also enjoys sports, volunteering as a coach as well as rooting for the home team.

JAVIER REZAKHANI

Municipal Sales Manager – South Florida

EDUCATION:

Florida Atlantic University – Interdisciplinary Studies
2000 – 2006

WORK EXPERIENCE:

Core & Main
2016 – Current
Municipal Sales Representative

HD Supply Waterworks
2014 – 2016
International Sales – Latin America

2012 – 2014
Project Manager

2007 – 2012
Customer Service Representative II

RELEVANT EXPERIENCE:

A member of the company since 2007, Javier has spent his waterworks career with Core & Main, gaining knowledge through various roles including inventory control, customer service, project management, estimating, and sales. In 2016, he joined the company's International Division, focusing on sales growth and brand awareness within Latin America and the Caribbean, working with multi-national organizations to provide water and wastewater supplies for infrastructure projects throughout the territory. In 2016, Javier transitioned to a role managing and supporting municipal sales in Broward to Indian River Counties, supplying materials for public improvement projects, deploying AMR/AMI projects, and identifying local opportunities for Core & Main's Smart Utility Solutions and CORE+ Initiatives.

Contact

- 561-472-4693
- javier.rezakhani@coreandmain.com

BILLY JAMES



PROFILE

Billy James earned Bachelor of Science degrees from Mississippi State University in Industrial Engineering and Civil Engineering. For nearly 10 years, he has gained capital project experience working for Georgia-Pacific and Masonite Corporation in their respective engineering departments. Part of that time, he served as Facility Environmental Manager with responsibilities including, but not limited to, periodic reporting to state and federal government of air, water, wastewater, and stormwater compliance. His diverse experience managing capital and maintenance projects through all phases including scope of work development, bidding/quoting, contractor selection, material procurement, planning, execution, and closeout helped him to join the Core & Main team in January 2022 as Construction Project Manager. Since joining, while continuing to gain experience in AMR/AMI metering project execution, he has earned his certification as a Project Management Professional (PMP) through Project Management Institute (PMI).

WILLIAM “BILLY” JAMES, PMP

Role: Sr. Manager, Construction Projects

EDUCATION

Mississippi State University

Bachelor of Science – Civil Engineering (2014)

Bachelor of Science – Industrial Engineering (2002)

Associate of Arts – General Engineering (2000)

WORK EXPERIENCE

Core & Main – New Braunfels, TX

January 2022 – Current

Construction Project Manager

Manage construction and implementation of water/wastewater AMR and AMI projects including meter and software deployment. Work with sales representatives, product specialists, customers as well as contract vendors to ensure project completion within budget and schedule using traditional, agile, or hybrid methods of project management.

Masonite Corporation – Laurel, MS

December 2018 – January 2022

Manufacturing Engineer

Provide day-to-day engineering support to primary and coating maintenance and operations. Manage assigned maintenance and capital projects ranging from \$10K to \$250K including but not limited to roadway pavements, roof restorations, production equipment and machinery upgrades. Use AutoCAD to design and modify equipment. Develop project scopes of work, manage contractor bidding/quoting process, assist in contractor selection, and coordinate project execution. Lead Lean Sigma cost savings/throughput increase and Kaizen projects in collaboration with operations and leadership.

Georgia-Pacific Plywood – Taylorsville, MS

November 2016 – December 2018

Facility Environmental Manager

Provide day-to-day environmental support to operations. Prepare routine air, water, and waste submittals to the government. Direct and assist in compliance with federal (EPA) and state environmental regulations/requirements including air, wastewater, storm water, SPCC, SARA/CERCLA, LDAR and hazardous /non-hazardous waste. Participate in incident investigation, mitigation, root cause analysis, and corrective action

generation. Drive continuous improvement of the facility's environmental compliance program and management systems.

RELEVANT PROJECTS

Del Rio, TX AMI Project

February 2023 – Current

15K meter changeout / infrastructure installation

Deerfield Beach, FL AMI Project

January 2023 – Current

15K meter changeout/infrastructure installation

CERTIFICATIONS/ACCREDITATIONS + QUALIFICATIONS

- Project Management
- Microsoft Office
- Machine Operation
- Experience with AutoCAD, WaterCAD, HEC-RAS
- MP2.net, Mainsaver Web, ActivPlant, Pi Process Book, VPie
- Project Management Professional (PMP) – August 2022

ASSOCIATIONS

- Texas Association of School Officials (TASO) Umpire
- Chi Epsilon

CONTACT

Email: William.James@coreandmain.com

Phone: 601-433-6458

ALESA STEWART



PROFILE

Alesa Stewart began her career in the AMR/AMI industry beginning in Technical Support with a solution and meter manufacturer and has held several positions to give her the expertise and experience to manage and support these projects. She has been in this industry for 15 years and has managed and completed various AMR/AMI projects which include full system deployment, software/hardware training and integrations, software/system upgrades as well as field services with contractors.

In 2017, she received an "Employee Customer First" award from a manufacturer where she was nominated by a customer for her outstanding project management and customer support. Alesa received her Bachelor's and master's degree in business management from Troy University.

ALESA STEWART

ROLE: Senior Manager, Construction Projects

EDUCATION

Troy University – Montgomery, AL
M.S. Management (December 2010)
B.S. Business Management (December 2004)

Massey Draughon Business College – Montgomery, AL
(March 1980)

WORK EXPERIENCE + TITLE

Core & Main
October 2018 – Current
Senior Manager, Construction Projects

Sensus/Xylem
February 2015 – September 2018
AMI Deployment Project Manager

Neptune Technology Group
July 2006 – February 2015
RF Project Coordinator (March 2011-Feb 2015)
Software Implementation Specialist (Feb 2007-Feb 2011)
System Support Specialist (July 2006-Jan 2007)

RELEVANT PROJECTS

- Opelika, AL, LeHigh County Authority, Troy, AL, Evergreen, AL, Amory, MS, Albany, GA, Riviera, AL, Cullman, AL

CERTIFICATIONS/ACCREDITATIONS + QUALIFICATIONS

- Proficient with RF Technology, all Microsoft Products, Signal Pro 7.4, Project Management, Time Management, Windows 7 Business/Home, Concur, Map Info Professional 11.0, Map Marker USA, Corpscon 6.0.1, At Task Project Software, Spectrum Analyzer, Rohde and Schwarz PR100, VSWR Tester
- Received Sensus Customer First Award for 2017

CONTACT

Email: Alesa.Stewart@coreandmain.com

**PROFILE:**

As a Project Management & Technical Support Specialist, Connor Phillips is a results-driven professional with extensive experience in smart utility and Advanced Metering Infrastructure (AMI) projects. Adept at overseeing large-scale deployments, providing on-site technical support, and leading field training initiatives. Proven ability to diagnose and resolve complex utility system issues, ensuring seamless operations and peak performance. A strong communicator and collaborator, Connor serves as the Lead Point of Contact (POC) for South Florida Sensus Support through Core & Main, fostering effective client and partner relationships. Dedicated to delivering efficient solutions and optimizing infrastructure for long-term success.

CONNOR PHILLIPS

Smart Utility Technical Specialist

EDUCATION:

FAU – College of Engineering – (3 Years)

WORK EXPERIENCE:**Core & Main**

2023 – Current

Smart Utility Technical Support Specialist

Core & Main

2020 – 2023

International Sales & Warehouse Operations

RELEVANT PROJECTS:**MDWASD's Wastewater AMI Program**

June 2023 – Current

Flow Radar and Meter Installation Technical Support

Deerfield Beach, FL AMI Project

June 2023 – Current

Training & Support Field Manager

Immokalee, FL Smart Utility Project

June 2022 – Current

Training & Support Field Manager

Sunrise, FL AMI Project

July 2024 – Current

Training & Support Field Manager

South Florida Meter Accounts

June 2023 – Current

Lead POC for Sensus Support through Core & Main

QUALIFICATIONS

- **Smart Utility & AMI Expertise:** Extensive experience with Advanced Metering Infrastructure (AMI) and smart utility solutions, including flow radar and meter installation, ensuring efficient implementation and performance.

- **On-Site Technical Support & Problem Resolution:** Skilled in diagnosing and resolving field issues, providing hands-on troubleshooting, and optimizing utility systems for peak efficiency.
- **Project Leadership & Team Training:** Proven ability to manage large-scale utility projects, oversee field operations, and train teams to ensure smooth deployments and ongoing technical support.
- **Client Relations & Stakeholder Collaboration:** Strong communicator serving as Lead Point of Contact (POC) for Sensus Support through Core & Main, fostering effective relationships with clients and project stakeholders.

ASSOCIATIONS

- NUCA of South Florida Young Professionals Club

CONTACT

- Email: Connor.Phillips@coreandmain.com
- Mobile: 786-831-8538

SENSUS

MARK COSTELLO



PROFILE

Mark Costello has worked in the utility industry for over 8 years, specializing in technology focused utility solutions. Over that time, Mark has been able to experience and observe the numerous challenges that our utility partners face every day. This experience has created a strong affinity for developing comprehensive, sustainable, and cost effect utility solutions with our collective team's resources. Mark has worked with Miami Dade Water & Sewer for 4 years. This knowledge provides valuable in-depth knowledge to the Xylem team to benefit the County.

Mark resides in Palm Beach County, FL with his family. This local knowledge will be an invaluable resource for the County from quick response capabilities, but also the local knowledge of the challenges that are specific to the South Florida area.

CONTACT

M: 561-888-3646

Email: mark.costello@xylem.com

MARK COSTELLO

Role: Account Development Manager

EDUCATION

University of North Carolina – Wilmington

B.S.- Environmental Science, Economic Minor

WORK EXPERIENCE + TITLE

Sensus, a Xylem Company

May 2019 – Current

Account Development Manager- South Florida

Core & Main

June 2014 – May 2019

Meter Product Specialist

RELEVANT PROJECTS

City of Clewiston, FL

December 2021– Current

Deployment of water and electric meters, pressure sensors, gateways, and analytics software turnkey project to automate the utility's 8,200-meter system.

Maple Shade, NJ AMI Deployment Project

June 2017 – May 2019

Deployment of 4,500 water meters and endpoints with a full-turnkey project management of the installation and integration of meters with the city's billing system to ensure 100% coverage of the city's water service system.

Middletown, NY AMI Deployment Project

September 2015 – August 2016

Deployment of 9,500 water meters and endpoints with a full-turnkey project management of the installation and integration of meters with the city's billing system to ensure 100% coverage of the city's water service system.

CERTIFICATIONS/ACCREDITATIONS + QUALIFICATIONS

- 9 Years of Industry Experience

ASSOCIATIONS

- FSAWWA – MAC Committee

INFASync

ANDREW SWIRSKY



PROFILE

Andrew Swirsky has over a decade of experience in the utility space including smart sensors, software, and field services. He has led teams for design and delivery on over 20 smart utility projects. His deployment experience ranges across municipal and industrial drinking water, wastewater, stormwater, and treatment.

He is a licensed Professional Engineer in CA, TX, AR, NC, FL. He is also Amazon Web Services and Microsoft Azure Cloud certified

He specializes in Advanced Metering Infrastructure (AMI), distributed sensor networks, and operational software for water, wastewater, and stormwater urban networks.

Andrew has led transformative projects that reduce non-revenue water, prevent sewer overflows, and enhance operational efficiencies through innovative technology integrations.

CONTACT

Email: andrew.swirsky@infrasync.com

ANDREW SWIRSKY, PE

Engineering Principal, Infrasync Technology Services

EDUCATION

Texas A&M University, College Station, TX
B.S. Civil Engineering

WORK EXPERIENCE

Infrasync Technology Services
2023 – Current, *Engineering Principal*

Xylem
2020 – 2023, *Manager – Enterprise Digital Solutions*

Stantec
2016-2020, *Engineering Disciplines Lead – Urban Networks*

Jones | Carter
2012-2016, *Project Manager – Municipal Projects*

RELEVANT PROJECTS

Houston Public Works (Xylem)
2023 – 2024
200,000 Connections / Water AMI, Wastewater AMI, and Software Integrations
Andrew lead the digital integrations of the new AMI network into the existing water and wastewater utility systems. This includes custom database integrations to utilize the AMI for Houston internal IT dashboarding, data backups, and digital twin support with the Xylem Vue platform.

Hot Springs (Xylem)
2021 – 2023
32,000 Connections / Water AMI, Engineering, and Custom Software Integrations
Andrew lead the engineering and design of District Metering Areas and digital integrations with the existing AMI network into the existing water utility systems. This includes custom database integrations and deployment of the Xylem Vue enterprise software for district metering and digital twins to reduce waterloss.

North Miami Beach

2025 – Current

28,000 Connections / Water Distribution, AMI, and Waterloss Digital Assessment

Andrew led project management, oversaw the water distribution and water loss investigation. He led the team with data analysis, custom dashboarding and analysis, and creation of the engineering report and recommendations.

Immokalee Water and Sewer, Florida

2024 – Current

7,000 Connections / Smart Water and Wastewater AMI

Andrew led technology management, oversaw hardware and software integration design with vendors like SmartCover, ADS, Sensus, and Xylem Vue to ensure seamless system deployment.

Shreveport Smart Water Data Plan, Louisiana

2024 – 2025

80,000 Connections

Andrew led the technical evaluation and design, aligning data platforms and developing integration strategies to support near real-time operational dashboards and long-term planning.

Bowling Green Municipal Utilities, Kentucky – Drinking Water Loss Data Integration

2024 – Current

24,000 Connections

Andrew led preliminary engineering, oversaw Azure SQL server deployment, and provided technical design for Power BI dashboards reporting AMI connectivity, citywide water loss, and tank volumes.

CERTIFICATIONS

- Professional Engineer
 - FL #92782
 - TX #124959
 - CA #90281
 - NC #53115
- Microsoft Cloud Services Azure AZ-900 #991806430
- Amazon Webservices Certified Cloud Practitioner #7WGD26PJKNF41DG2
- Project Management Professional (inactive)

ASSOCIATIONS

- Smart Water Alliance Network Member
- Water Environmental Federation
- American Water Works Association Texas 5 under 35

VEPO SOLUTIONS

ALAN SEILER – MANAGING PARTNER



Alan is a seasoned executive with over 35 years of experience in the software and services industry. He has a proven track record of launching and managing successful companies, with a focus on partnering with water municipalities. He is the Managing Partner of VEPO Solutions, which provides software and services to utilities, specializing in smart meter and Advanced Metering Infrastructure installations. Prior to this, Alan built and ran a water meter installation company, working with the Department of Environmental Protection (DEP) in NYC and other water municipalities in the tri-state area. In the early stages of his career, he worked in software sales and recruiting for technology companies, recruiting CEOs for privately held venture capital-funded technology companies. Alan was the Managing Partner of the recruiting company for four years. Alan holds a BS in Business Administration from the University of Buffalo, NY.

TOM MOORE – VP OF OPERATIONS



As the VP of Operations at VEPO Solutions, Tom oversees three subsidiaries that provide turnkey smart metering solutions, backflow program management software, and water usage monitoring services to utilities nationwide. With over 15 years of experience in the utilities industry, Tom has a proven track record of developing and maintaining solid partnerships with leading water meter manufacturers, distributors, engineers, and performance contractors. He has also managed large-scale projects and contracts with various water utilities, including the New York City Department of Environmental Protection, Palm Beach County Utilities Department, and Mobile Area Water and Sewer System. Additionally, Tom holds the NYSDOH Approved Backflow Tester certification and is an expert in backflow testing, installation, repair, and maintenance. Tom is committed to providing reliable and sustainable water solutions that enhance utility efficiency and customer satisfaction.

KAYLA SCHULTZ – VP OF SALES



Kayla Schultz is VEPO Solutions' Vice President of Sales, a leader in the utility technology and services sector. With over a decade of experience, she leads VEPO's sales strategy, focusing on expanding utility partnerships and advancing the adoption of their software and metering services. Kayla is recognized for her strategic vision and ability to build strong industry relationships. She earned her Bachelor's degree from Louisiana State University and an MBA from Lakeland University.

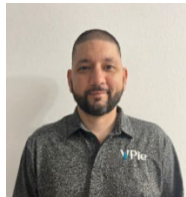
WADE GLANEK – TECHNICAL DIRECTOR



Wade Glanek is VEPO's Technical Director with over 20 years of experience in the utilities industry. He has managed projects over \$40 million and led teams of up to 30 individuals. His expertise lies in process improvement, automation, and strategic software services. Wade has a proven track record of identifying areas for improvement within the utility industry and implementing practical solutions to streamline operations, reduce costs, and improve overall

performance. He is skilled in utilizing advanced analytics, robotic process automation (RPA), and SaaS to drive innovation and enhance the customer experience. Along with Wade's technical expertise, he brings with him several years of field experience. Wade has been a licensed contractor in several states and is currently licensed as a Class A General Contractor in California. Wade also holds a degree in Computer Science from Northern Michigan University, an MBA from DePaul University's Kellstadt Graduate School of Business, and is a certified Project Management Professional (PMP). Coupled with his technical expertise, Wade's field experience provides him with a unique perspective that helps field crews succeed by developing tools, processes, and technologies that allow them to perform jobs more safely and effectively.

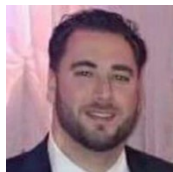
ANTONIS RAMMOS – DIRECTOR OF OPERATIONS



Antonis is the Director of Operations for VEPO Metering and has over 13 years of experience in the utilities industry. Antonis has been integral to many high-profile meter changeout projects for utilities such as NYC DEP, Mobile Water Palm Beach County, and Naperville, IL. With his exceptional skills as a technician, leadership experience, and commitment to customer satisfaction,

Antonis has successfully managed dozens of projects for VEPO. His education includes W.C Bryant High School, and his work experience includes Director of Operations at VEPO Solutions, Field Manager at Saks Metering, and Field Supervisor and Technician at Constructamax Inc. Antonis has worked on several relevant projects, including the installation of residential and commercial AMI meters and endpoints throughout the utility service area of Loudoun County, VA, Naperville, IL, Mobile, AL, and Palm Beach County, FL.

MARK QUAIES – EMPLOYEE RELATIONS & PROGRAM MANAGER



Mark is VEPO's Employee Relations and Program Manager with over ten years of experience in the water industry. Mark oversees critical day-to-day activities, including staffing, training, and call center supervision. Mark is an expert in the VEPO CrossConnex backflow management software and has been trained on backflow devices, testing, applications, and utility program components. He is

responsible for handling customer questions, tester questions, and tech support for the management of over 130,000 backflow devices, ensuring the best possible customer service is provided. Mark holds an A.S. in Business Administration from Fiorello LaGuardia Community College and has qualifications in project management, human resources, office management, conflict management, process management, auditing, customer service, and technical support.

KOSTAS KOSTOGLOU – IT MANAGER



Kostas is an accomplished IT professional with over 15 years of experience in the utilities industry. He has exhibited a remarkable proficiency in QA/QC data management, playing a critical role in the transition from traditional paper-based work order tracking systems to fully automated solutions. Kostas is a vital contributor to the seamless integration of data between Utility CIS software and VPiE, and his expertise is instrumental in the continued enhancement of VPiE's functionality. With a deep understanding of the needs of VEPO's clients, Kostas ensures that VPiE remains the industry's foremost asset and work order management software. His in-depth knowledge of technology and IT-related matters makes him an invaluable asset to VEPO and a go-to person for our customers.

YULIYA ABDULOVA – DIRECTOR OF CUSTOMER SERVICE



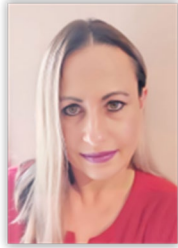
Yuliya is an accomplished professional with extensive experience in customer service, project management, and service management. She currently serves as the Director of Customer Service and Operations at VEPO Solutions, where she works closely with the Operations Team to ensure that customers receive the highest level of service and support. She has a Bachelor's in Accounting and Business Management from Empire State University. Before joining VEPO, she worked as a Service Manager at Rael Fire Protection, a Project Manager at Global Facility Management & Construction, Inc., and a Customer Service Representative Level III at Healthplex, Inc.

ROBERT PAINE – OPERATIONS MANAGER



Rob is an accomplished Operations Manager with over 11 years of experience in the utilities industry. He joined VEPO in 2018, and since then, he has been responsible for overseeing the daily operations of indoor water meter replacement projects. Prior to joining VEPO, Rob served honorably in the United States Air Force as a Utilities Systems Journeyman, where he gained extensive theoretical knowledge and practical experience in the field. After completing his service in the Air Force, Rob pursued higher education and graduated with a Bachelor of Science in Finance from the State University of New York at Brockport. He then worked as a Financial Advisor for Sage Ruddy & Co. in Rochester, New York, where he obtained his Series 7, 66, and NYS LAH licenses. He also graduated from the Dale Carnegie Leadership Course during this period. Rob's remarkable understanding of the project life cycle of water meter projects makes him an invaluable asset to the VEPO family.

LESLIE COX – ADMINISTRATIVE MANAGER



Leslie brings over 16 years of diverse experience in administration, human resources, and customer service to VEPO Solutions. At VEPO, she plays a crucial role in supporting executive operations and managing key projects. Before joining VEPO, Leslie served as a Human Resources Coordinator and Payroll Administrator at Vanguard Utility Service, Inc., where she oversaw hiring practices, employee relations, and payroll processing. She also has extensive management experience as a Hiring Manager at Perdue Farms, where she successfully managed recruiting practices for a processing plant with 1,400 associates. Leslie holds a B.S. in General Agriculture from Western Kentucky University. Her strong organizational skills and extensive background make her a valuable asset to the VEPO team.

DEVIN DEGROOT – REGIONAL PROJECT MANAGER



Devin is an accomplished project manager with over 10 years of experience in the utilities industry. Since joining VEPO in 2024, he has overseen the daily operations of outdoor water meter replacement projects. Devin excels in coordinating task assignments, managing project documentation, and providing clear, constructive feedback. His analytical skills enable him to tackle complex problems and adapt workflows to changing project scopes. Devin also leads project start-up activities, oversees data management procedures, and maintains strong client relationships.

Before VEPO, Devin was a Project Lead & Team Lead at SSP Innovations, managing various gas and electric utility projects and guiding staff career planning and goals. Earlier, he served as a GIS Specialist II and I at SSP Innovations, where he managed data production, refined processes, and consistently exceeded quality and quantity standards. Devin holds a background in Business and Marketing from the University of Wisconsin- Milwaukee and the University of Wisconsin-Waukesha.

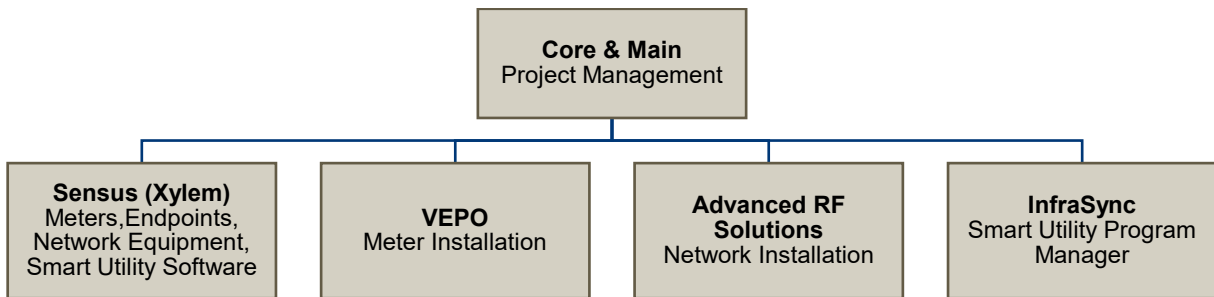


6. Identify any subcontractor(s) that will be involved in providing services under this Contract including address, services to be offered and a description of qualifications. (Limit response to one page maximum per subcontractor)

As the prime contractor, Core & Main accepts responsibility for all aspects of this program. Our team will lead all partner integrations and sub-contractors to see the various portions of our program are completed on time and within budget.

As the prime contractor, Core & Main accepts responsibility for all aspects of this program. Our team will lead all partner integrations and sub-contractors to see the various portions of our program are completed on time and within budget.

Below is a firm organizational chart outline for the Town of Jupiter AMI program:





XYLEM

As a leading global water technology company, Xylem is dedicated to solving the world's most



challenging water issues across utility, industrial, commercial, and residential markets. Over the last 100+ years, Xylem's unique combination of innovative products and services, proven expertise, and unmatched customer support have been helping to create a more water-secure and resilient world. Across the water cycle, Xylem's innovative solutions use less energy, reduce operating expenses, and support sustainability efforts. Xylem believes that by working together, we can ensure water is accessible, affordable, and safe for all.

SENSUS

With more than 125 years of experience, Sensus understands what it takes to make reliable and accurate utility products that will endure any environment while delivering consistent performance our customers can rely upon. Sensus has been enhancing its unique FlexNet AMI solutions for water utilities for more than 20 years. With the FlexNet solution, they are proud to be the North American leader in RF radio and AMI technology.



Since introducing its first water communications technology system in the early 1990s, Sensus has refined and perfected battery quality and power management. With the introduction of FlexNet for water in 2006, Sensus proved the value of a fixed communications network for water utilities. In 2009, Sensus accomplished what no other vendor has done by deploying field-proven smart water networks with true two-way capability available every minute of every day to battery-powered field devices.

Over 2,500 water utilities in the U.S. and Canada use the Sensus FlexNet system, with over 50 million SmartPoints installed and in operation. Based on this experience, Sensus has unparalleled system capabilities and expertise in delivering a proven AMI solution.

XYLEM VUE POWERED BY GOAIGUA

Xylem Vue powered by GoAigua is a single, integrated software and analytics platform – built by utilities, for utilities – that enables utilities to take digital transformation to the next level, maximize investments, identify and solve problems more quickly, operate more efficiently and deliver water more effectively and affordably to their communities. Xylem Vue powered by GoAigua integrates and standardizes data from across the utility, regardless of its origin (sensors, SCADA, assets, business systems, etc.), into a single, unified source of information which powers modular water and wastewater applications and in-depth analytics. This provides utilities with 360-degree operational intelligence to ensure optimal system-wide efficiency.



VEPO SOLUTIONS

Founded in 2017, VEPO Solutions (VEPO) is a technology and services company specializing in providing innovative solutions to the utilities industry. VEPO specializes in the management and deployment of AMI/AMR projects, backflow device management, and work order management solutions. VEPO has a proven track record of delivering high-quality, reliable, and scalable solutions that help utilities streamline their operations, improve their customer service, and reduce their overall costs. Over the years, VEPO has built a reputation for excellence, and its customers include some of the largest water utilities in the country. We are committed to staying at the forefront of technology and innovation, which is evident by our AI modeling, mapping, and custom software solutions. Our customers help drive the direction of our technology as we readily gather feedback from our clients to ensure that we continue to deliver cutting-edge solutions to our customers.

ADVANCED RF SOLUTIONS COMPANY

ADVANCED RF SOLUTIONS CO

Advanced RF Solutions Co. is a veteran, small-scale telecom contractor and transport operator, serving a combination of physical installations and logistics related to RF and low-voltage systems. With a stable team and active licensing, they operate privately across state lines, primarily focusing on telecommunications infrastructure and construction support.

INFRASYNC TECHNOLOGY SERVICES

Infrasync helps utilities and companies achieve their smart utility goals. We provide the expertise and support to **design**, **implement**, and **operate** smart utility projects. Infrasync works to improve utility systems by using emerging technology such as distributed sensors, AI enhanced software, and automations. Infrasync is a licensed **Professional Engineering** firm in Florida. Their Smart Utility Experience includes:



- **Water Loss** - Distributed sensors, AMI, and software resulting in over 20% reduction in non-revenue water.
- **Digital Twin Projects** - Create a live model of the water and wastewater system to support operations in reducing water age and operational costs.
- **Water Meter Replacement** - Replace underperforming meters and increase the revenue to the utility by over 15% from underpaying customers.
- **Waterline Break Reduction** – Sensors and software tools to track the pipelines most at risks for breaks and respond quickly to leaks before they become catastrophic.

B

EXPERIENCE OF THE FIRM

2.B Experience of the Firm





1. Five (5) completed contract / project descriptions which include client name, contact information, project(s) description(s), location, project/contract date(s), total length of contract, contract amount, number of meters, and range of meter sizes.

Client Name	Contact	Description	Location	Date	Amount	# Meters	Meter Sizes
Palm Beach County, FL	Ronnesia Williams	Director, Utility Customer Service	West Palm Beach, FL	2016-2021	\$40,000,000	200,000	5/8" – 12"
Seacoast Utility Authority	Channa Martinez	Billing/Field Technical Supervisor	Palm Beach Gardens, FL	2016-2022	\$20,000,000	36,000	5/8" – 12"
Sanford, FL	Elizabeth Dwyer	Customer Service Supervisor	Sanford, FL	2022-2025	\$10,800,000	25,000	5/8" – 10"
Miami Dade Water & Sewer	Juan Pelay	Metering Division Chief	Miami, FL	2017 - 2024	\$1,500,000	6,000	5/8" – 12"
Deerfield Beach, FL	Faye Webster	Revenue Collections Manager	Deerfield Beach, FL	2023-2025	\$4,500,000	15,000	5/8" – 8"

2. List, where applicable, which Core Team members contributed to the Firm's contract / project reference(s).

1. Noel Self (Senior Manager) has been involved in all projects that are referenced above.
2. Eric Corey & Mark Costello have been involved in Palm Beach County, Miami Dade Water & Sewer, Deerfield Beach and Seacoast Utility
3. Javier Rezakhani is the Account Manager for Seacoast Utility Authority & Deerfield Beach.
4. Billy James was the project manager for the City of Deerfield Beach AMI project.
5. Connor Phillips is currently supporting all projects from a technical perspective

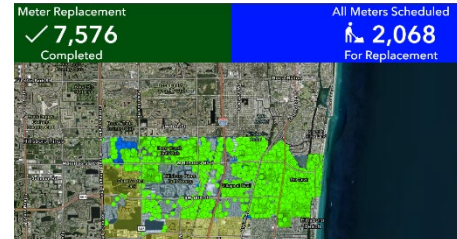
3. Indicate specifically the nature and extent of the work including specific projects performed by the firm and/or Core Team members on the prior similar contracts.

Core & Main is a leader in implementing Advanced Metering Infrastructure (AMI) solutions, specializing in the Sensus FlexNet system. We have successfully completed over 2,000 metering projects nationwide, with significant achievements in the Southeast, particularly Florida. Our expertise covers all aspects of AMI installations, from planning and design to execution and support, ensuring integration with utility systems and compliance with industry standards. Our experienced team delivers customized solutions, enhancing meter reading accuracy and operational efficiency, while fostering long-term partnerships and supporting infrastructure modernization efforts.

4. Describe any significant or unique accomplishments in previous contracts. Include any additional data pertinent to the firm's capabilities related to Advanced Metering Infrastructure.

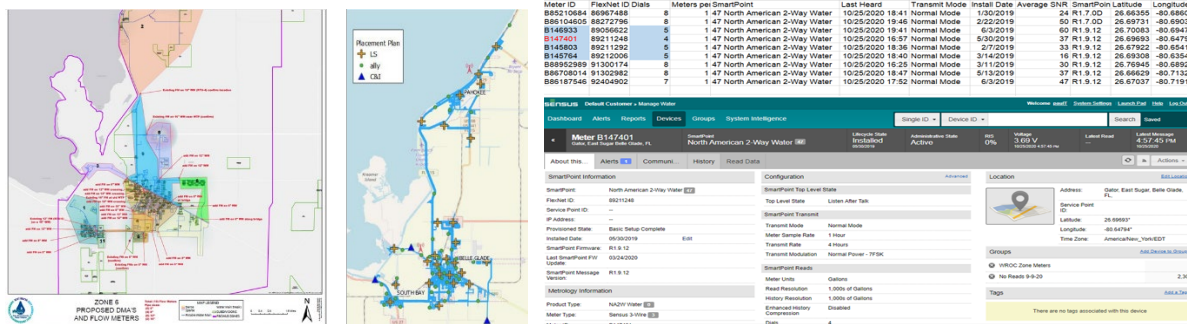
CITY OF DEERFIELD BEACH CUSTOMER ENGAGEMENT / DEPLOYMENT DASHBOARD:

Worked with the City to develop a dashboard so customers could see when their deployments were occurring. This allows customer service to pro-actively engage the general public pre-deployment of the system.



PALM BEACH COUNTY DISTRICT METERING PROGRAM (GLADES AREA):

Core & Main in conjunction with Sensus deployed a District Metering system and correlated all of the residential and commercial meter data into a single network and software platform. This allowed the County a cost effective avenue for mass water loss monitoring in their most remote area. All brought in under their existing meter reading network.



MIAMI DADE WATER & SEWER PRESSURE MONITORING ON CRITICAL ASSETS / ACCOUNTS

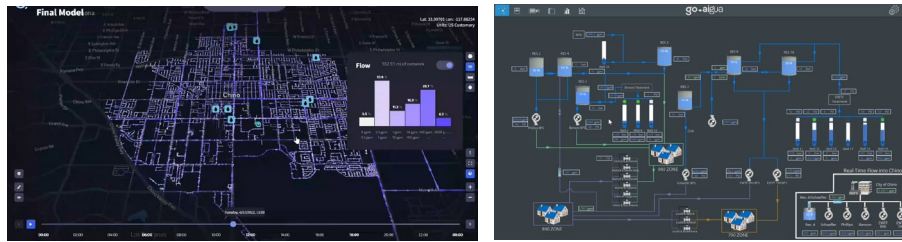


Recently, Core & Main worked with Miami Dade Water and Sewer to identify their critical assets and use the Sensus Smart Gateway to conduct easy retro-fits to the County's Backflow devices. This allowed for near real time monitoring of pressure on assets such as Hospitals, Court houses, retirements homes, prisons, etc.

CITY OF CHINO XYLEM VUE IMPLEMENTATION

In just two months with Xylem Vue, real-time data from two SCADA systems, GIS, smart meters, and much more were integrated into one secure software and analytics platform to deliver full data connectivity across Chino's utility. With multiple water sources and various existing technologies and vendors, the Chino team was looking for simpler, more proactive utility management. The City partnered with Xylem to unify its data sources and systems, eliminating silos of information through the Xylem Vue platform. **Transformative Outcomes:** Billions of data points have been turned into actionable insights for utility operators, engineers, and

leadership. Utility consultants have become more efficient with better resources and more information. An early warning system has also been created



CITY OF HOT SPRINGS XYLEM VUE IMPLEMENTATION

Hot Springs partnered with Xylem in 2021 to install insertion flow meters (IFMs) at vDMA boundaries and measure non-revenue water (NRW) within each vDMA using their Sensus AMI data. The City has constructed 18 vDMAs to date using 39 IFMs, with plans to reach 22 vDMAs for full system coverage + add pressure data by year end. Based on NRW detected in Xylem Vue, Hot Springs deploys Permalog®+ acoustic listening devices in the identified area to monitor distribution lines and localize leaks. **Transformative Outcomes:** To date, the City has reduced its NRW by nearly 50%, going from 44% to 24%. Xylem Vue has empowered Hot Springs to shift from a reactive to proactive leak detection process, catching leaks sooner and before they cause major issues.



5. Complete the top portion of the Reference Check Form included in Part V Proposal Forms for each contract reference (a minimum of three (3) forms should be completed). Follow the directions outlined in Section 3.3 below.

Comply.

6. For each previously identified subcontractor that will be involved in providing services under this Contract, provide three (3) project references with supporting information and include three (3) Reference Check Forms. Follow the directions outlined in Section 3.3 below.

Comply.



2.C. Project Approach

1. The proposed AMI system components, including meters, endpoints, meter box lids, collectors, repeaters, and antenna. Note the following:

a. Number of the proposed meters already installed worldwide, as well as evidence that proves how reliable the meters are (e.g. failure rate %, number of Return Merchandise Authorizations).

Sensus has installed over 50 million SmartPoints worldwide, demonstrating the reliability and widespread adoption of their meters. The Sensus ally, iPERL, and SR II residential water meters, along with the OMNI and Cordonel commercial meters, all have an expected failure rate of 0.5% per year. The Sensus water SmartPoint communication module boasts an even lower failure rate of 0.05% per year. While specific Return Merchandise Authorization (RMA) numbers are not disclosed during the RFP stage, Sensus has a comprehensive RMA process to address any defects, ensuring continued reliability and performance of their products.

b. Lead time of proposed meters, endpoints, and network equipment.

As the sole-source stocking distributor for Sensus in the state of Florida, Core & Main maintains a readily available inventory of meters and endpoints at strategically located branches, including Riviera Beach, Oakland Park and Miami. By working closely with the Town, Sensus and VEPO, we coordinate project timelines to ensure that key components – meters, endpoints, and network equipment – are available when needed, helping to prevent delays.

For reference, current lead times for commonly ordered items are outlined below:

Item	Lead Time
iPERL Residential Meters	Stock-6 weeks from receipt of order and approved submittals
Ally Residential Meters	6-8 weeks
Cordonel C&I Meters	6-8 weeks
520M Smartpoints	Stock-6 weeks
M420B Base station	8-10 weeks

c. Explanation of how the approach, particularly during installation, will minimize interference on customer water use and meter reads.

Core & Main minimizes interference during installation by phasing installations according to billing cycles, ensuring performance before moving to the next cycle. The FlexNet system's two-way communication and overlapping RF coverage ensure accurate, uninterrupted data collection. This approach maintains reliable meter reads and customer water use during the implementation process.



Core & Main will work directly with the Town of Jupiter to coordinate on all cycles and routes for optimal deployment. Our projects managers and installation partners will coordinate with the Town's staff to minimize any and all issues surround the deployment of the meters and systems accordingly.

d. Highlight the value of the overall proposed AMI system and the features that likely distinguish the system from other competitors, potential cost savings by using the proposed meters compared to existing meters (i.e. accuracy difference over the course of twenty (20) years, not having to replace all meter box lids), and any credits that can be offered, such as for returning or recycling existing meter components, or having a tower sharing agreement with nearby utilities.

The proposed Sensus FlexNet AMI system offers significant advantages over competitors, primarily through its robust features and potential cost savings.

- The system's use of FCC-licensed spectrum ensures reliable communication and scalability, supporting multiple applications without interference. This also allows the Town of Jupiter to operate during emergency conditions e.g (hurricanes and flooding). This is accomplished through Sensus' licensed spectrum which cannot be reprioritized for first responders similar to other system e.g. (cellular or LoRaWan systems).
- The Sensus iPERL meters provide unmatched accuracy and longevity, with a 20-year lifespan and smart capabilities that reduce non-revenue water and improve operational efficiency. Compared to mechanical meters, iPERL meters offer long-term savings by maintaining accuracy over time and reducing maintenance costs. The iPERL also offers an industry leading 15 years full & 5-year pro-rated warranty.
- The Sensus iPERL also offers an industry leading 20-year accuracy warranty under it's solid state technology.
- Sensus FlexNet offers industry leading demand read capabilities to our utility partners. Utilities can receive On-the-Glass meter reads within 35 to 95 seconds for final bill purposes and remote turn-off/turn-on where Allys are present in 35 to 95 seconds as well. This provides significant efficiency benefits other solutions cannot offer.
- Additionally, the dual-port SmartPoint modules allow for significant installation savings, eliminating the need for multiple units in dual water service configurations and reducing hardware costs. With a 20-year battery life, these modules also offer long-term reliability, reducing maintenance costs and providing sustained operational stability.

The following tables illustrate the proposed cost difference between utilizing only single-port radios versus a combination of single- and dual-port radios.



	Quantity	Price	Total
All Single Port Radios	31,000	\$100.00	\$3,100,000.00

Alternate option per Appendix C3a & C3b:

	Quantity	Price	Total
Single Port	10,000	\$100.00	\$1,000,000.00
Dual Port	10,500	\$164.00	\$1,722,000.00

Approximate Savings of \$378,000.00

Additional cost savings may be achieved by installing a dual-port radio antenna box between two single meter boxes located within close proximity.

Sensus offers recycling programs for existing components, further enhancing cost-effectiveness and sustainability. Tower-sharing agreements with nearby utilities can provide credits and additional savings. Core & Main will also happily work with any existing recycling partners should the Town of Jupiter want to keep the recycling services local.

Overall, the FlexNet system's advanced features and strategic cost management make it a superior choice for long-term value and efficiency. The system also set's up the Town for future proofing under future Smart Utility solutions.

e. Explain the warranty coverage for meters and endpoints, including during what years the replacement cost is \$0 and what years the cost is prorated.

IPERL METERS: (5/8" X 3/4" – 1")

- 20 Year Accuracy Warranty (Full warranty)
- 20 Year Battery Warranty (15 year full and 5 year pro-rated)

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

ALLY METERS: (5/8" X 3/4" – 1")

- 15 Year Accuracy Warranty (Full Warranty)
- 15 Year Battery Warranty (Full Warranty)
- Additional pro-rating on Endpoints



Years	Replacement Price
1-10	0%
11	35%
12	45%
13	55%
14	65%
15	75%
>15	100%

CORDONEL

- 20 Year Accuracy Warranty (15 year full and 5 year pro-rated)
- 20 Year Battery Warranty (15 year full and 5 year pro-rated)
- Additional pro-rating on Endpoints

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

SENSUS 520M SMARTPOINT

- 20 Year Battery Warranty (15 year full and 5 year pro-rated)

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

f. Meter box covers shall be replaced and/or modified as needed to allow for proper radio transmission. Respondent shall include in their sealed proposal the proposed means and methods for replacing and/or modifying meter box lids under this contract. All covers are to be provided by the Contractor and shall meet minimum Town specifications.

Core & Main acknowledges the requirement to replace and/or modify meter box covers as necessary to ensure reliable radio signal transmission. Our proposed approach involves evaluating each site to determine the appropriate solution.

For 1-1/2" and 2" water meter services, Core & Main will furnish and install a radio-transparent, composite drop-in replacement lid compatible with the Town's standard meter boxes, with a minimum Tier-15 load rating.

For 3/4" and 1" services installed in gulf or yoke boxes, Core & Main proposes installing a Tier-15 rated antenna box and lid adjacent to the existing meter box. In areas where installation can occur in non-traffic areas – such as lawns or landscaped areas – a cost-effective alternative, rated for incidental and non-deliberate traffic, is also being proposed (please see Appendix C3a and C3b item 6).



Photos of non-traffic antenna boxes taken during the Town of Jupiter pilot that proved to be a success after extensive testing in the Town of Jupiter.

The table below outlines the potential cost savings when utilizing a non-traffic rated antenna box in place of a Tier-15 rated antenna box, assuming approximately 80% allow for installation in non-traffic areas.

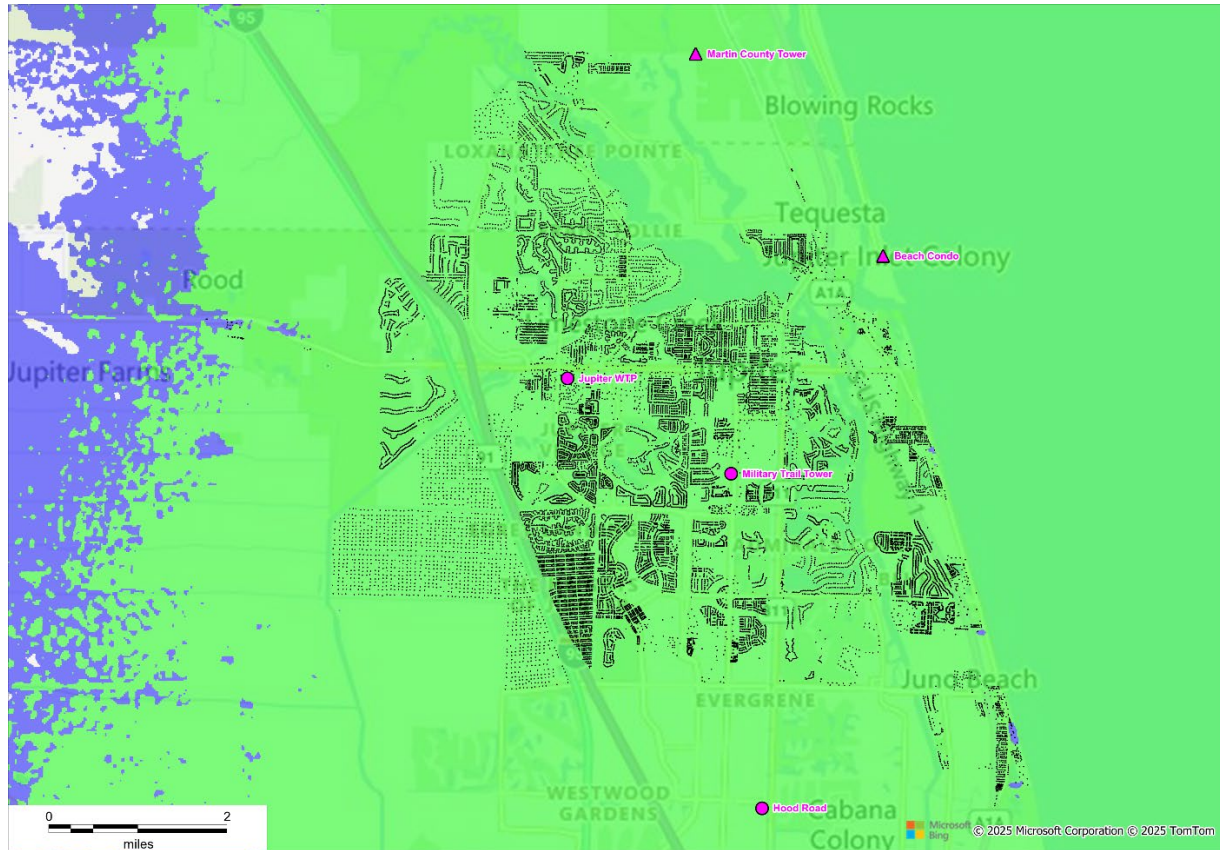
Meter Size	Description	Quantity	F&I Tier 15 Antenna Box Total Price	F&I Non-Traffic Antenna Box	Savings
3/4"	Ford Gulfbox	4,250	\$ 871,250.00	\$ 242,250.00	\$ 629,000.00
3/4"	Ford Double Gulfbox	8,400	\$ 1,722,000.00	\$ 478,800.00	\$ 1,243,200.00
3/4"	Ford Long Yokebox	800	\$ 164,000.00	\$ 45,600.00	\$ 118,400.00
1"	Ford Yokebox	2,075	\$ 425,375.00	\$ 118,275.00	\$ 307,100.00
		Total	\$ 3,182,625.00	\$ 884,925.00	\$ 2,297,7000.00

Specific methods including materials, equipment and installation procedures will be submitted to the Town for prior written approval.

2. The proposed network infrastructure and how it will capture, store and transmit meter read data between the hosted server/data repository and Town's billing system. Note the following:

a. Provide a propagation study and conceptual map of network infrastructure locations (i.e. base station, repeaters) and where new towers would need to be built, if applicable.

Below is the Sensus Propagation analysis for the Town of Jupiter. Sensus only requires three towers, all at existing locations provided by the Town. Additionally, Sensus has two towers that will support the Jupiter FlexNet network – one from Seacoast Utility Authority to the south and Village of Tequesta to the north. 99.95% of all meter service locations report to a minimum of 2 collector sites.



BTS Name	Latitude	Longitude	Structure Status	Structure Type	Mandatory Antenna Centerline (Feet)
Beach Condo	26.952607	-80.075312	Sensus On-Air	Building	115
Hood Road	26.863305	-80.097307	Existing	Water Tank	196
Jupiter WTP	26.932822	-80.132606	Existing	Monopole	80
Martin County Tower	26.985251	-80.109315	Sensus On-Air	Lattice Tower	100
Military Trail Tower	26.917422	-80.102917	Existing	Lattice Tower	105



b. Explain how the network and server will be maintained and what redundancy is provided in the event of a hurricane or outage.

The FlexNet network has proven that, in the Florida environment, it stands strong during and after major storms. The additional towers not only give the Town of Jupiter more tower redundancy, but they also increase the Town's Emergency Operations communications capabilities. This is especially important when the system includes pressure and water quality monitoring.

For further support, the Core & Main network response team (NRT) can respond locally to any network issues. Since this system is controlled by Sensus, the network can be tuned to pick up any radios that may not be communicating due to adjustments during storm conditions.

The maintenance of the FlexNet system network and server is supported through Sensus' comprehensive managed services offerings, including Software as a Service (SaaS) and Network as a Service (NaaS). These services ensure day-to-day monitoring, maintenance, and management of both the FlexNet Head End System and the communication network.

Maintenance and Redundancy Features:

- **SaaS Management:** Sensus manages the FlexNet Head End System from its Tier IV data centers, ensuring 99.9% uptime with continuous monitoring, regular updates, and cybersecurity audits. Disaster recovery is built-in, with a 48-hour recovery time objective (RTO) and minimal data loss during catastrophic events.
- **NaaS Management:** Sensus takes full responsibility for the network, including hardware maintenance, backhaul management, and security monitoring, ensuring peak performance and coverage across the service territory.

Sensus a xylem brand										Managed Services Monthly SLO Report									
Core & Main (VAR)										Report Period					June-25				
SLO Supporting Data		Utility A																	
# of Available Water Meters		22085																	
Following Year SaaS Fee																			
Service Level Objective		Utility A																	
System Uptime Rate		100%																	
System Performance																			
Flexnet System Availability		99.74%																	
Register Read in 72 Hour Window		99.70%																	
Interval Delivery		99.91%																	
Total Credits to Customer/Incentives to Sensus																			

- **Overlapping RF Coverage:** The network design incorporates "All Paths Always," providing overlapping RF coverage that ensures multiple communication routes for each endpoint. This

redundancy maintains high performance during calm and stormy conditions, protecting against outages.

- **Battery Backup and Redundant Backhaul:** Base stations are equipped with battery backups lasting up to 8 hours and can store data for up to 30 days if backhaul connections are disrupted. Redundant backhaul communication paths are available, providing automatic failover to maintain connectivity.
- **FCC Primary Licensed Radio Frequency System:** The Sensus FlexNet system operates on its on license RF system. This allows for more control of the system. Additionally, it precludes the possibility of the system being reprioritized during hurricanes and natural disasters. This is due to the systems set up and configuration. The FlexNet system operates predominantly through sending small data packs. This allows for long range communication without the need for signal boosting or mass data configuration at the tower site. Also, first responders generally operate off commercial systems designed for streaming and communicating large data packs.

These strategies collectively ensure that the FlexNet system remains operational and reliable, even during hurricanes or outages, providing robust support and continuity for utility services.

c. Provide an overview of how meter read data will be exported and imported into the Town's billing system as well as how other meter information such as asset information and alarms will be accessible to Town staff.

The export and import of meter read data into the Town's billing system, along with access to asset information and alarms, are facilitated by the Sensus FlexNet Head-End System (HES) and Sensus Analytics through the following process:

- **Meter Read Data Export:** Meter readings are transmitted from endpoints to the FlexNet Head-End System, which then compiles the data into CMEP files or uses MultiSpeak web services. These files are placed at predefined locations and frequencies for the Town's billing system to access and integrate.
- **Billing Integration:** The HES can integrate with the Town's Customer Information System (CIS) using standard interfaces. This enables seamless data flow for billing purposes, including real-time commands like remote disconnects or reconnects. Sensus has more than a dozen completed integrations with CIS Infinity by Advanced. The team's experience will be of significant benefit to a successful project.
- **Customer Engagement Platform:** Our team included a letter of recommendation from the provider of MyMeter that the Town has selected for this project. Sensus has an exclusive partnership with VertexOne, MyMeter's provider, and our existing partnership is detailed in the Additional Information section of our proposal.

- **Asset Information and Alarms:** Asset details and alarms are accessible through Sensus Analytics, which aggregates data from AMI and other sources. Utilities can view detailed dashboards for meter status, alarm insights, and endpoint communications. The system provides alerts for conditions such as leaks, tampering, or reverse flow.
- **Data Management and Reporting:** Sensus Analytics offers customizable reporting capabilities, allowing Town staff to generate reports on consumption, alarms, and system health. Data can be exported in various formats for further analysis.
- **User Access and Security:** The system ensures secure data access via a web-based interface, supporting role-based permissions. Town staff can use the platform to monitor system performance and manage data effectively.

Overall, the integration facilitates efficient data exchange and provides Town staff with comprehensive tools for managing meter data and system alerts.

d. Explain how endpoints guaranteed to be compatible with the proposed network, especially cellular networks, for a minimum of twenty (20) years and not become obsolete during that timeframe.

The proposed endpoints include the Sensus SmartPoint 520M and Smart Gateway. They are engineered for long-term compatibility and reliability, ensuring operability for a minimum of twenty (20) years without becoming obsolete. This is achieved through the following design features and operational strategies:

- **Guaranteed Longevity:** The SmartPoint 520M includes a 20-year warranty, based on six transmissions per day, reflecting Sensus's commitment to long-term product support and durability under typical operating conditions.
- **Future-Proof Communication Architecture:** These devices operate on the licensed 900–950 MHz FlexNet® RF spectrum, avoiding reliance on commercial cellular networks. This eliminates the risk of technological obsolescence due to changes in carrier infrastructure or frequency reallocations.
- **Scalable and Migratable Design:** The SmartPoint 520M supports both walk-by/drive-by and fixed-base configurations, allowing utilities to transition to more advanced network architectures without replacing the endpoint. Firmware updates can be performed remotely, extending functionality without field intervention.
- **Interoperability and Backward Compatibility:** The endpoints are compatible with a wide range of encoder registers from major meter manufacturers, including Sensus, Badger, Elster, and Neptune. Sensus maintains this interoperability through ongoing protocol support and firmware adaptability.

- **Rugged Environmental Design:** Devices are rated for extreme temperatures (–22°F to +185°F) and environmental conditions, including full submersion in pit installations. This ensures uninterrupted performance across diverse deployment scenarios.

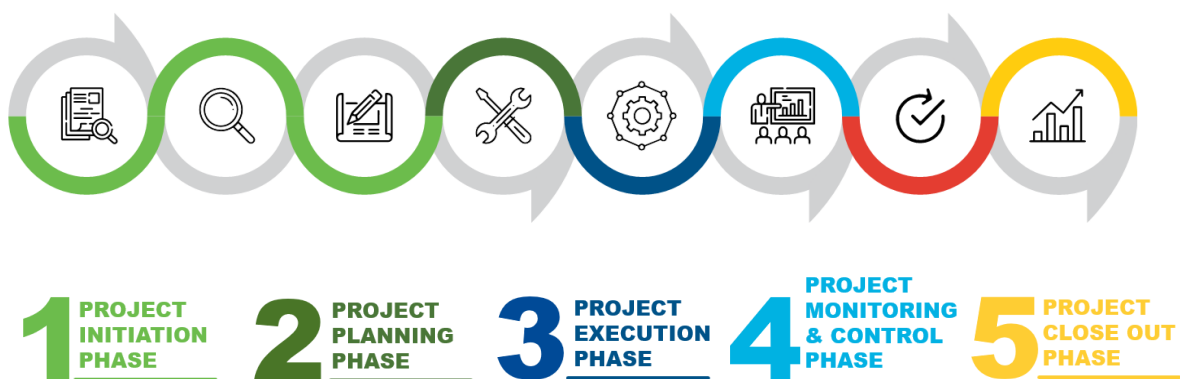
By combining these attributes, Sensus endpoints are not only compatible with current communication infrastructure but are also designed to remain operational and technologically relevant for the next two decades.

3. System implementation services: all installation, acceptance testing and training activities of the proposed AMI system.

CORE & MAIN PROJECT MANAGEMENT APPROACH

Successful program and project management and turnkey AMI solution delivery require coordinating installation delivery staff and technical resources to complete work in a timely, cost-effective, and consistent manner that delivers scope, budget, schedule, and quality goals. Meter replacement projects with AMI technology are complex, each with unique elements. The Core & Main team understands and manages these intricacies and is the industry leader in AMI system deployments. Our team's approach clearly defines how we intend to coordinate with all our team members and partners and the numerous stakeholders throughout the program life-cycle — to bring the right resources to bear at the right time to keep the AMI implementation moving forward. A purposeful, robust communication and coordination supported by established standards, protocols, and procedures result in transparency and consistency in delivery.

While our approach is disciplined and structured, based on lessons learned from prior implementations, it also includes built-in flexibility to adapt to each utility's needs. The Figure below shows our team's approach and activities for crucial milestones and the program's continued activities over the duration of the project:



1. PROJECT INITIATION PHASE

The CORE+ Project Management approach begins with a focus on program initiation - to define how we will consistently collaborate with the various stakeholders to support best-for-program

decision-making and mitigate the risks associated with “silo-behaviors” between projects, functions, stakeholders, and governance entities. Broader thinking, planning, and execution address the complexity of multiple, overlapping, and potentially conflicting solutions. This approach to program management is holistic, flexible, and focuses equal rigor on realizing outcomes and delivering the assets that enable them.

- Notice to Proceed
- Sales to PM Handoff
- Subcontractor Alignment
- Deliver Project Charter
- Identify Stakeholders

2. PROJECT PLANNING PHASE

Core & Main employ proven methods to ensure proper project planning, which is a critical success factor. Our assigned Project Manager will collaborate diligently with suppliers, representatives of systems requiring integration, other vendors/subcontractors, and the Utility to develop a realistically aggressive schedule to set reasonable expectations from the start and then manage it accordingly. Necessary activities completed in collaboration with the Utility during the planning phase include:

- Conduct Kick-Off Meeting
- Planning Workshops
 - Scope Mgmt
 - Communications
 - Risk Mgmt
 - Change Mgmt
 - Procurement Mgmt
 - Data Mgmt
 - Schedule Mgmt
 - Network Infrastructure
 - Meter Planning
 - Inventory Mgmt
 - Field Installation
 - QA / QC
 - Training
 - Public Outreach
- Solution Design
 - Identify Technical / Integration Requirements

3. PROJECT EXECUTION PHASE

- Network Infrastructure Deployment
 - Network Design Approval
 - Install Base Stations
 - Stand up HES / MDM

- Establish Backhaul/Communications
- Commission Base Stations
- Install sample meters
- Software Integration & Implementation
 - CIS Analysis
 - Software Integration
 - Development
 - Integration Testing
- Mass Meter Deployment
 - Mobilization: Mass Meter & Endpoint Installation
 - Data Reconciliation
 - QA Meter Installs
 - Inventory Control

4. PROJECT MONITORING & CONTROL PHASE

- System Acceptance Testing
- Scope Validation & Control

5. PROJECT CLOSE OUT PHASE

The Project Closeout Phase of the project signifies the completion of the installation and construction within the project, marking the transition from the construction phase to the operational phase of the AMI system. This phase ensures that all project requirements have been fulfilled, any lingering issues are addressed, and the system is ready to operate as intended.

- Mass Meter Installation Complete
- Training
- Utility Sign-Off
- Identify Lessons Learned
- Transition to Operations

VEPO INSTALLATION OVERVIEW

The Town of Jupiter, FL with a population of approximately 61,047, is planning to integrate an Advanced Metering Infrastructure (AMI) into its existing system. This project will involve the replacement of approximately 31,243 residential and commercial water meters throughout the service area. VEPO has successfully managed several similar projects for utilities of comparable size and scope.

VEPO conducts a comprehensive analysis of the Utility's service territory as part of the RFP post-evaluation process. This analysis includes estimating installation rates, forecasting hiring needs, planning for warehouse logistics, and seasonal weather conditions. In addition, we consider the prominent languages spoken in the service area to ensure that our call center and technicians are adequately prepared. At VEPO, we view ourselves as an extension of the Utility.



We are committed to delivering exceptional customer service to ensure that each Utility's customers are treated with the utmost care and attention.

PROJECT HIERARCHY

VEPO will deploy an experienced project management, operations, and installation team to ensure a successful meter deployment. Personnel that are assigned to the project will be dedicated until project completion. VEPO's on-site project team will be supported by the IT department, Call Center, and VEPO's field services team. VEPO's IT department and Call Center will be responsible for customization of the work order management platform (VPie) to meet the requirements of the SOW, establish data transfer protocols, assign work orders (in coordination with the Utility), analyze data, perform reporting, schedule appointments, provide customer service, and manage customer claims service. VEPO's management team will lead the overall project team throughout the planning, implementation, and completion phases of the deployment.

METER DENSITY ANALYSIS

Before we commence the installation project, VEPO will conduct a comprehensive analysis of the service territory to determine the meter density, which will be used to estimate the installation rate and the number of technicians required to complete the project. VEPO will also analyze the territory to determine the most efficient warehouse, storage, and staging locations. This will help to ensure efficient implementation. VEPO will also consider seasonal weather conditions, significant events, and the availability of local resources when planning the deployment. By conducting a thorough analysis of the service territory, VEPO can ensure the successful deployment of the AMI system while minimizing disruption to the Utility and its customers.

EMPLOYEE SAFETY & HEALTH

VEPO's dedication to safety is a cornerstone of our company's values. Our focus on safety is reflected in the policies, procedures, and training programs we have established. We aim to provide a secure working environment for our employees, clients, and the communities we serve. That's why we have developed a comprehensive Project Environment, Health, and Safety (EHS) Plan that outlines our commitment to safeguarding personnel, property, and the environment against potential hazards associated with our activities.

VEPO's EHS plan is regularly revised to meet all the latest requirements and regulations. Our EHS plan includes accident/incident reporting, fire protection procedures, hazard analysis, hazardous material handling and storage, fall protection, and confined space entry procedures. We have a comprehensive EHS program manual that outlines all the guidelines and requirements in detail and ensures that everyone on the project team understands their responsibilities.

The EHS plan comprises of several key components:

1. **Employee Training:** VEPO ensures that all employees are trained on safe work practices before they begin working on a project. VEPO's training includes proper equipment use, work area safety measures, and hazard identification. Our training programs conform to OSHA

standards, and we conduct regular "toolbox talks" to reinforce the importance of safety in the workplace.

2. Safety Policies and Procedures: VEPO has developed comprehensive safety policies and procedures that adhere to industry standards and regulations. These policies and procedures are reviewed and updated regularly to ensure compliance and safety.

3. Personal Protective Equipment (PPE): VEPO requires that all employees wear personal protective equipment (PPE) appropriate for the work being conducted. We ensure that our employees are trained on the correct use, importance, and maintenance of PPE.

4. Site Inspections: VEPO conducts regular site inspections to identify and eliminate potential hazards. These inspections ensure that all safety policies and procedures are being followed and that employees are performing work as they were trained while using their proper PPE.

5. Contractor Safety: VEPO requires all contractors and subcontractors to adhere to the same safety policies and procedures that our employees follow. This ensures that everyone working on the project operates in a safe and secure environment.

Our safety and health programs align with the Occupational Safety and Health Act of 1970 and California's Cal-OSHA requirements, emphasizing proactive safety management. They include Personal Notice of Violation (PNOV), equipment and tool safety, and accident and incident reporting. We also conduct Job Hazard Analysis (JHA) for all

significant and hazardous operations, adhere to NFPA codes and OSHA regulations to manage fire risks, and ensure accessible first aid supplies and trained personnel onsite to handle medical emergencies.

We facilitate inspections and comply with OSHA regulations, ensuring all project personnel, including contractors, understand and comply with safety standards. We implement comprehensive fall protection measures, including the mandatory use of body harnesses, lifelines, and guardrail systems for all personnel exposed to fall hazards. We also adhere to scaffold tagging procedures to ensure the structural integrity and safety of the scaffolding used on the project.

Our Project EHS Plan includes detailed emergency response procedures to handle various potential incidents effectively. These procedures involve establishing an Incident Command System (ICS) to manage emergency responses, detailed protocols for managing fire incidents and hazardous material spills, and an in-house notification system to promptly alert project management and emergency services in the event of a significant incident.

At VEPO Solutions, we are committed to maintaining the highest safety and environmental responsibility standards. We aim to meet and exceed regulatory requirements, ensuring that our projects are safe, compliant, and successful, reflecting our deep commitment to protecting our



employees, contractors, and the communities we serve. Our goal is to provide a secure working environment for everyone involved in our projects. We believe that our commitment to safety is essential to the success of our projects and the well-being of our employees, clients, and communities we serve.

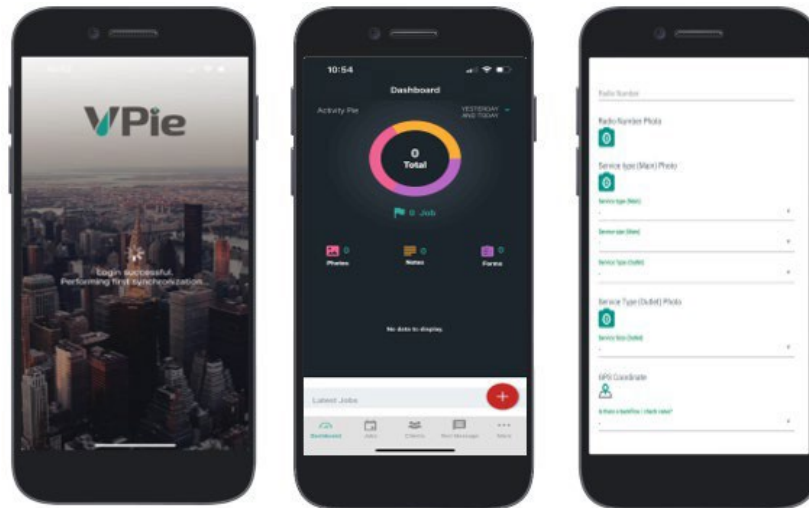
VPie WORK ORDER MANAGEMENT SOLUTION

VEPO's VPie platform is a cloud-based application with a native mobile app that seamlessly bridges the gap between field personnel, project management, and administrative staff. VPie was initially developed with metering projects in mind and has since evolved to manage all aspects of a Utility's maintenance programs and infrastructure projects. VPie is fully customizable, allowing users to generate electronic work orders, collect field data, manage inventory, provide a platform for communicating with the Utility's customers, schedule appointments, optimize routes, provide dashboards for Key Performance Indicators (KPIs), generate reports, and integrate into other third-party software via APIs.

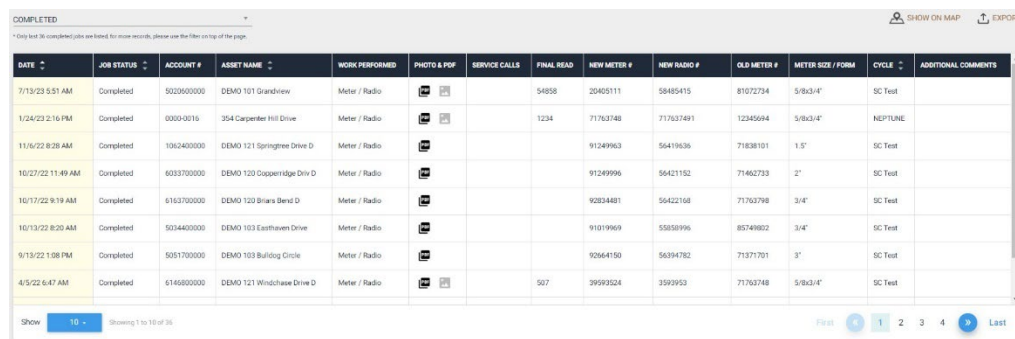
UTILITY PORTAL

VPie's Utility Portal is a comprehensive solution for the Utility to manage operations efficiently and effectively. It provides users with a user-friendly interface to manage their daily operations, monitor performance metrics, and analyze data in real-time. The portal enables the Utility to manage customer interactions, track inventory, schedule appointments, and monitor the status of work orders. The Utility Portal is an intuitive and highly functional tool for utilities looking to streamline operations, increase efficiency, and improve customer service.

The VPie Mobile App, utilized by the technicians, is completely integrated with the Utility Portal to provide the Utility with real-time updates on work order activity.



The Utility Portal has built-in search/filter capabilities to provide each account's status. It can filter account statuses by day, week, month, etc., to assist with monitoring maintenance programs and projects.



When a work order is completed, an electronic work order will be created and added to the Utility Portal with old and new data, along with before-and-after photos.

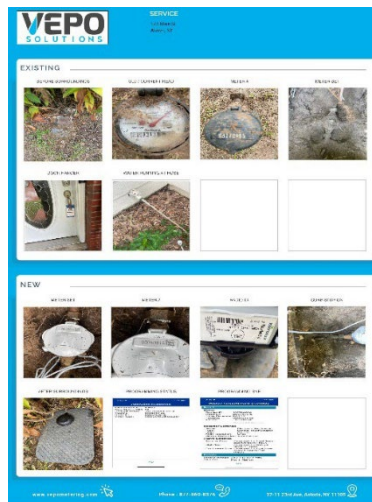
Within VPie, Service Calls are return trips related to the original work order. The Utility Portal tracks all Service Calls when adjustments need to be made to completed installations. The entire history of activity at an asset is tracked directly in VPie.

- Leaks - The meter is leaking after the complete installation
- Backward Meter - Meter installed backwards
- Endpoint - Radio needs troubleshooting
- Property Condition
- Low Pressure reported by the customer
- Mismatched Data
- Meter box issues
- No Water - Water service not returned
- Programming
- Other

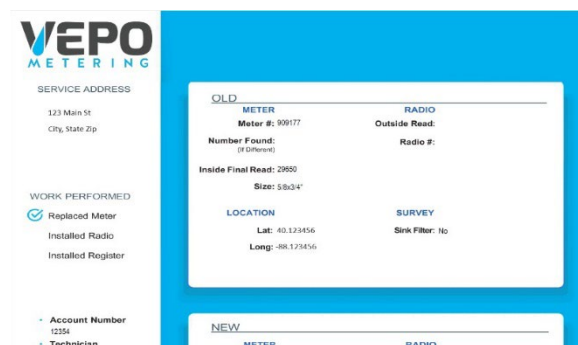
5. All Work Orders and Service Calls will be listed within the grid data.

[illegible]

6. All pictures are expandable by clicking on the image within the Utility Portal.



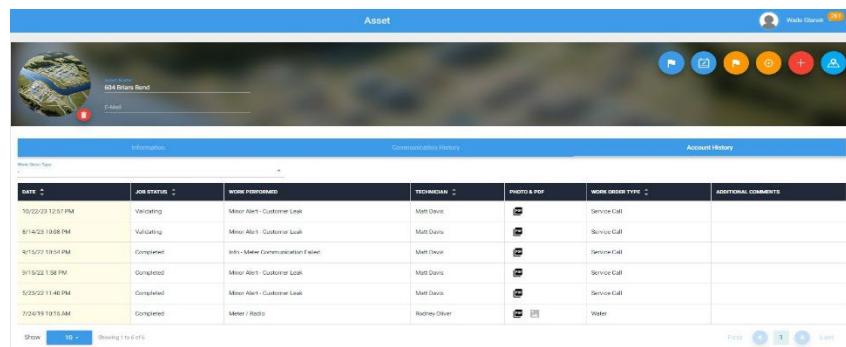
7. An electronic work order with associated pictures will be generated and accessible through the grid data. The forms can be exported to PDF and are fully customizable.



The screenshot shows the VEPO METERING interface. It includes a 'SERVICE ADDRESS' section with fields for '123 Main St', 'City, State Zip'. Below this is a 'WORK PERFORMED' section with a list of tasks: 'Replaced Meter', 'Installed Radio', and 'Installed Register'. To the right, there is a 'METER' section with fields for 'Meter #', 'Number Found', 'Inside Final Read', and 'Size'. Below this is a 'RADIO' section with fields for 'Outside Read' and 'Radio #'. At the bottom, there is a 'LOCATION' section with 'Lat' and 'Long' fields, and a 'SURVEY' section with a 'Sink Filter' field. The interface is designed for data entry and work order management.

8. VPie Software works with the Utility's billing software company to ensure the format of the export file from the Utility Portal is compatible with the billing software. This allows for the electronic transfer of all new meter data collected in the field to be uploaded to the Utility Portal and, ultimately, to the billing software. An email is sent daily to alert the Utility that a new billing file is available.

9. VPie has integrated with various vendors to monitor alerts and alarms generated by their platforms. These alerts and alarms can be configured to automatically create Service Calls when specific thresholds are met. The number of vendors that integrate with VPie continues to grow.



DATE	JOB STATUS	WORK DESCRIPTION	TECHNICIAN	PHOTO & PDF	WORK ORDER TYPE	ADDITIONAL COMMENTS
10/22/22 12:37 PM	Validating	Minor Alarm - Customer Leak	Matt Davis		Service Call	
9/14/22 10:08 PM	Validating	Minor Alarm - Customer Leak	Matt Davis		Service Call	
9/15/22 11:54 PM	Completed	Info - Meter Communication Failure	Matt Davis		Service Call	
9/15/22 1:58 PM	Completed	Minor Alarm - Customer Leak	Matt Davis		Service Call	
5/23/22 11:40 PM	Completed	Minor Alarm - Customer Leak	Matt Davis		Service Call	
7/24/19 10:15 AM	Completed	Meter / Radio	Rodney Oliver		Water	

LEAK MONITORING

Along with monitoring alerts and alarms to generate service calls through VPie, leak alarms can be analyzed, prioritized, and automatically verified that action is required. Incoming leak alarms are analyzed by VPie's proprietary algorithm, taking into account historical daily water consumption. VPie prioritizes leaks from the most significant quantity of water leaked to the smallest. Digital service calls are created for the Utility to then act upon the leak alert.

DASHBOARDS

Dashboards and Key Performance Indicators (KPIs) are essential components of VPie as they enable real-time monitoring and transparency of the project's progress. The online dashboard provides a visual representation of the project's status, enabling stakeholders to quickly review the state of the installation project with a breakdown of work orders by status. KPIs provide a way to measure how well the project is meeting its goals and objectives, and to determine whether it is on track to meet the project's timeline and budget. With the ability to track and report on the project's status, the software can help identify areas that need improvement, allowing for timely adjustments to be made to keep the project on track.

The Utility Portal provides the ability for all users to quickly review the state of the project with a breakdown of work orders by status.



The Utility Portal provides the ability for all users to quickly review the state of the installation project with a breakdown of work orders by status:

- Completed - Job Done
- Validating - Job completed and awaiting the QA/QC process



- Scheduled - Job scheduled in the future
- Not Scheduled - Jobs not scheduled
- Assigned - Assigned to a technician
- In progress - Technician working on the job
- Incomplete - Jobs that cannot be completed and Return-To-Utility (RTU)
- Cancelled - Was scheduled but the customer canceled

APPOINTMENT SCHEDULING & ROUTING

VPie enables utilities to schedule appointments via a customer-facing portal, log all customer interactions, and handle online scheduling requests. The platform allows utilities to configure blackout schedules and set daily technician capacity. The scheduling software's built-in smart routing functionality helps users choose dates and times by analyzing where existing appointments reside and recommending the most efficient timeslots. This ensures that the scheduled appointments are set in an efficient manner, which helps technicians be more productive, minimizes response times, and reduces emissions.

VEPO SOLUTIONS

Kindly fill out the required fields below to schedule an appointment with the Utility:

Please provide your account number, which can be found on the letter issued by the Utility. Click on "Appointment Date" and wait for the system to analyze availability. If recommended slots are shown, you can either choose a recommended slot or click the date field again to show additional availability. You can then select your preferred date. Once you have selected the date, choose the "Appointment Time Slot" option. Only available dates and times will be displayed. Please note that there may be slight delays at times.

If you have any questions, please e-mail info@utilityscheduler.com or call our office at 1-877-860-7544.

Please Provide the Following Information

Account #*
123456

The  on the date picker indicates that we already have technicians scheduled in your area on that day. Picking those days will allow us to reduce emissions and ensure prompt service.

The top choices to maximize emissions reduction are displayed below. Selecting them will auto-populate the form.

1. 05/06/2024 1:00 PM TO 2:00 PM
2. 05/06/2024 12:00 PM TO 1:00 PM

Appointment Date*

Name*

Please choose the best way to communicate your scheduled appointment (Please select One)*

E-Mail*

Address*

COMMUNICATION PLATFORM

VPie sends friendly reminders to customers prior to their scheduled appointment. This helps to ensure that customers keep their appointment, and it gives them a chance to make arrangements in the event that they need to reschedule. VPie can send an email, text, or voice message to the customer when a required appointment is scheduled. A second email, text, or voice message will be sent to the customer the day before the appointment as a reminder.



Finally, a third message will be sent to the customer on the day of the appointment, when the technician is on route to the location. The third message will be a text or email containing a picture of the technician who will be completing the installation.

All relevant customer account information and new product data collected after work orders will be accessible by utility personnel and project management using the Utility Portal.

JOB HISTORY

VPie retains a chronological history for each activity performed on the Utility asset. This provides a comprehensive record of all work orders completed by the technicians. This information can be used to identify patterns, trends, and areas where improvement is needed. The data collected can be analyzed to evaluate the performance of the technicians and identify areas where additional training may be needed. Additionally, this data can be used to generate reports that can be submitted to regulatory agencies or used to support the Utility's efforts to secure funding for future projects.

The Utility can access the history of each asset or customer account. The history displays the work order activity as well as the date and time of communications.

Information

Communication History

Account History

Work Order Type

DATE	JOB STATUS	WORK PERFORMED	TECHNICIAN	PHOTO & PDF	WORK ORDER TYPE	ADDITIONAL COMMENTS
10/13/22 8:00 AM	Assigned		Tom Moore		Water	
8/3/21 3:23 PM	Completed	Leak	Gas Demo		Service Call	
8/3/21 3:23 PM	Completed	Audit	Gas Demo		Audit	
	Not Scheduled				Service Call	

Show

10

Showing 1 to 4 of 4

First

1

Last

COMMUNICATIONS

VPie utilizes various forms of communication to support the Utility by providing a platform for Utility customers to schedule appointments, ask questions, and respond to the Utility's messages. VPie enables the Utility to email, text, or send a voice message directly through the portal. This helps the Utility to streamline its operations, improve customer service, and reduce costs. A history of all notifications sent to customers through the Utility Portal via email, text, or voice message is retained for each of the Utility's assets.

Information		Communication History		Account History	
DATE AND TIME	SUBJECT	COMMUNICATION TYPE	CONTACT INFO		
3/8/24 2:50 PM	On Route Test		kostas@repsolutions.com, alan@repsolutions.com, rqueales@repsolutions.com		
3/8/24 2:50 PM	The Technician is On Route		+1 914-384-2121		
2/22/23 11:57 AM	On Route Test		kostas@repsolutions.com, alan@repsolutions.com, rqueales@repsolutions.com		
2/22/23 11:57 AM	The Technician is On Route		+1 914-384-2121		
12/12/22 2:19 PM	On Route Test		kostas@repsolutions.com, alan@repsolutions.com, rqueales@repsolutions.com		
12/12/22 2:19 PM	The Technician is On Route		+1 914-384-2121		
9/29/22 4:33 PM	Schedule Confirmation		kostas@repsolutions.com, alan@repsolutions.com, rqueales@repsolutions.com		
9/29/22 4:33 PM	Schedule Confirmation		+1 914-384-2121		
7/20/21 9:24 AM	The Technician is On Route		kostas@repsolutions.com, alan@repsolutions.com, rqueales@repsolutions.com		
7/20/21 9:24 AM	The Technician is On Route		+1 914-384-2121		
3/1/20 1:05 PM			+1 914-384-2121		
3/1/20 1:01 PM	Test Website Link Text		+1 914-384-2121		
6/29/23 1:33 PM	Appointment Cancellation		+1 914-384-2121		
6/29/23 1:49 PM	Appointment Cancellation		+1 914-384-2121		



The Utility Portal also provides the ability for Utility customers to update their contact information electronically. A secure URL will be provided to the Utility’s customers through a method of communication suitable to the Utility. That secure URL captures the customer’s email, phone, cellular phone, mailing address, and the customer’s preferred method of communication.

INVENTORY MANAGEMENT

VPie’s Inventory Management plays a critical role in the successful management of AMI deployment projects. With the help of VPie, the Utility can track inventory levels and monitor warehouse logistics. This enables the Utility to ensure that the necessary equipment and materials are available when needed, which helps to mitigate risks, minimize delays, and keep the project on schedule. By effectively managing inventory, the Utility can also minimize the cost of the project by avoiding unnecessary purchases and reducing the risk of inventory shrinkage.

VPie identifies the location of each asset, specifying whether the inventory is in a warehouse, installed, or assigned to a technician.

Inventory Management														
Utility: Demo														
	UTILITY	TYPE	MAKE	MODEL	SIZE	LOCATION	MANAGER/TECHNICIAN	DEVICE STATE	SERIAL NUMBER	DESCRIPTION	ORDER NUMBER	LINE NUMBER	PALLET NUMBER	BOX
☐	Demo	Meter	Badger	M25 HRE	5/8x3/4"	Technician	Wade Demo	Functional	123458	854321	9	2	52	2
☐	Demo	Meter	Neptune	T-10	5/8x3/4"	Container	Wade Demo	Functional	123457	754321	10	8	56	77
☐	Demo	Meter	Sensus	Turbine	4"	Technician	Wade Demo	Functional	123455	554321	10	8	56	77
☐	Demo	Meter	Master Meter	Master Meter 3G	5/8x3/4"	Installed	Wade Demo	Functional	123456	123455	10	8	56	77

Serial numbers are searchable, and the portal provides the means to export a complete list of inventories and their corresponding status.

INVENTORY			VEPO		
Utilities			METER		
			MODEL & SIZE	RECEIVED	REMAINING
			CL200 2S	1900	1900
			1"	200	190
			3/4"	1184	229
			2"	10	8
			1 1/2"	10	9
			3"	5	5
			4"	4	4
			RADIO		
			MODEL	RECEIVED	REMAINING
			Single Port - Pt	2997	586



DATA INTEGRATION

VPie's Data Integration capabilities limit the amount of manual effort required by the Utility to manage project-related data. The integration is dynamic and customizable, allowing for seamless integration with various information systems, including the Utility's CIS and billing systems. VPie allows for the upload of an information file containing a list of all assets that are part of the project.

VPie Software will provide a file to transfer all field data captured by the technicians, electronically to the Utility's billing software. No manual data entry by Utility personnel will be required.

Digital work orders shall be generated by the Utility Portal, based on information provided by the field technicians. All work orders shall contain existing account information from the Utility's database, new meter, and endpoint data, before and after pictures, and any other pertinent account data. Work orders shall be stored on VPie's servers for an agreed-upon period after project completion.

AI MODELING

VEPO Solutions possesses the expertise to develop/implement cutting-edge AI models that significantly enhance the data collection and photo validation processes for utility companies. By harnessing the power of machine learning and computer vision technologies, VEPO is able to automate the extraction of relevant data and ensure the quality of field images.

Utilizing advanced image recognition algorithms, VEPO effectively validates photos linked to work orders, thoroughly assessing their quality and relevance while adhering to operational standards. For instance, the VPie system can identify blurry images, confirm the presence of required objects, and ensure the photos are pertinent to the task at hand.

This seamless integration of AI into VEPO's operational systems streamlines workflows, providing utilities with reliable insights that facilitate informed decision-making and enhance customer service.

CALL CENTER SERVICES

The call center services offered by VEPO are designed to provide exceptional customer service to the Utility's customers. Our highly trained agents are based out of New York and are available to answer customer inquiries, resolve issues, and provide support. With our on-call staff, emergency calls can be accepted 24/7. Our call center services are viewed as an extension of the Utility as we operate as a seamless part of their organization. We work closely with the Utility to understand their unique needs and requirements, and we tailor our services to meet those specific needs. We use advanced call center technologies to ensure that all calls are handled quickly and efficiently. Our agents are trained to provide accurate and timely information to customers, and they are empowered to resolve issues on the spot. In addition to handling customer inquiries and issues, our call center services also include outbound calling campaigns. We can assist utilities with customer outreach efforts such as customer satisfaction surveys, appointment reminders, and more. Our call center services are a key component of our



commitment to delivering exceptional customer service to our Utility clients. We work tirelessly to ensure that Utility customers receive the best possible support and care.

FIELD SERVICES

VEPO's technicians are highly trained and prioritize customer service while conducting their work. They are dedicated to providing exceptional service and take pride in their workmanship. VEPO's team of technicians is carefully selected, and each technician undergoes rigorous training to ensure that they are equipped with the necessary skills to provide top-notch service to customers. VEPO's technicians regularly perform installation services, utility infrastructure audits/surveys, and mapping services. Additionally, VEPO fosters a positive work environment where technicians feel valued and appreciated. As a result, they are proud to be part of the VEPO family and are committed to upholding the company's reputation for excellence.

VEPO strives to build its installation team through the available local labor pool. Potential hires are screened, including background checks, and trained in the necessary technical skills during the first few weeks of the deployment. During this time, a team of VEPO resources, including the Project Manager and experienced technicians, will be on-site to perform the field training of the local hires and conduct quality audits. Once an adequate number of local technicians have been trained and met VEPO's workmanship standards, the Field Supervisors and Quality Control technicians will take over the day-to-day quality audits.

VEPO will provide an appropriate number of warehouse personnel to manage the receipt of meter and meter material inventory, perform daily, weekly, and monthly reconciliations and reports, palletize and store old meters until the time of disposal, and stage new meters and materials each day for the field installation crews.

In addition to the Project Manager and on-site resources, there is a team of VEPO employees providing support for the project. This support includes data management, IT support, quality assurance, logistics, call center services, and technical support.

FLEET & UNIFORMS

At VEPO, every staff member takes pride in their appearance and ensures they always look professional while on the job. One way we achieve this is by providing our team with a uniform that reflects our brand's values and standards. Additionally, our vehicles are marked with magnetic signage, customized for each project, and approved by the Utility.

TRAINING

VEPO has rigorous requirements for training installation crews to ensure the successful implementation of our projects. All installation crews are required to complete a comprehensive training program that includes classroom instruction and on-the-job training. The training program covers a broad range of topics, including safety procedures, installation techniques, customer service, and the use of VEPO's work order management system (VPie). During the classroom portion of the training, installation crews learn about the technical aspects of the project, as well as the safety procedures and protocols that must be followed while working on-site. They also learn about the importance of customer service and how VEPO employees are expected to interact with customers professionally and courteously. The classroom training

gives crews the opportunity to practice basic installation techniques and learn how to use the tools and equipment required for the project. This hands-on training helps to ensure that crews are fully prepared to tackle any challenges they may encounter in the field. Once crews have completed the classroom training, they begin their on-the-job training, where they work alongside experienced technicians to gain real-world experience. During this phase of the training, crews are closely supervised and receive feedback and guidance from their mentors to help them refine their skills and ensure that they are meeting VEPO's high standards for quality and efficiency. VEPO's training program is designed to provide installation crews with the knowledge, skills, and experience they need to complete projects successfully and deliver exceptional customer service.

Only VEPO's technicians who have passed Permit-Entry Confined Space Training shall work on jobs where permit-entry is required. Permit-Entry Confined Space is defined in OSHA's standard (1910.146).

WAREHOUSE/STORAGE UNITS

VEPO conducts a comprehensive analysis of the service territory to determine the most efficient locations for warehouse, storage, and staging locations. This analysis considers various factors, such as the meter density, proximity to job sites, and accessibility to major transportation routes, among others. By strategically placing warehouses and storage units throughout the service territory, VEPO can reduce emissions and respond to job sites quickly. This approach also helps to ensure that the installation team has the necessary equipment and supplies readily available, minimizing downtime and improving overall customer service. Additionally, VEPO considers the environmental impact of its operations and seeks to minimize its carbon footprint wherever possible. VPie's scheduling tool is designed to assist with these efforts, by allowing customers to choose appointments that assist us with improving our response times and reducing our emissions.

FIELD TOOLS

VEPO's field technicians are equipped with the necessary tools, equipment, and training to ensure safety and quality workmanship. VPie's mobile app is a native mobile app that can be utilized without a cellular or Wi-Fi connection. VPie not only allows technicians to capture installation data, but also allows for clocking in and out, mapping & navigation, and communication with team members.

- 1. All technicians will be equipped with tablets/mobile devices that communicate through a cellular network providing a real-time paperless solution for every installation.
- 2. Tablets/mobile devices with VPie's mobile app will be used for capturing before and after pictures, meter data, endpoint data, customer information, barcode data, and any other required information asked for by the Utility.
- 3. The technicians will be equipped with all equipment and software required by the meter manufacturer to program the radio endpoints.

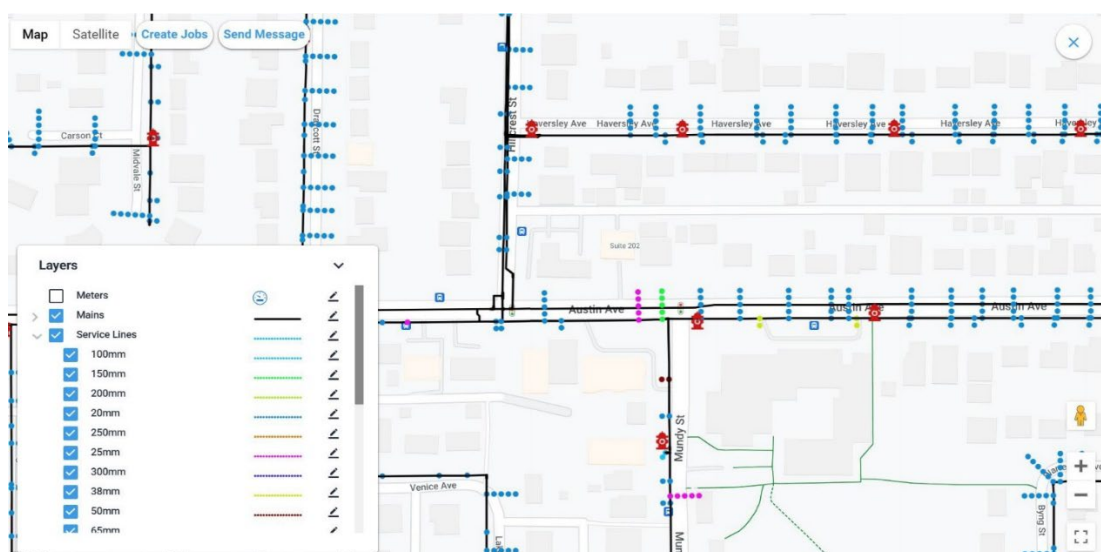
- 4. The VPie mobile app is a native mobile app, meaning the technician can utilize the app without a cellular or Wi-Fi connection. Once the technician is back in an area with a data connection, the mobile app automatically syncs to the cloud and creates the digital work order. The Utility can then review the results in real-time.
- 5. The data collection process on the mobile app is customizable per Utility. Questions are configured by type including text entry, drop-down menus, multi-select, GPS capture, pictures, signatures, and more. Questions can be ordered according to the workflow process being followed by the technician. Any question can be designated as a required field so technicians cannot submit data until all required questions are answered.
- 6. VPie's tools allow seamless integration into common GIS applications such as Google Maps, QGIS, and Esri.

MAPPING SERVICES

VEPO's mapping services team works in conjunction with field crews to gather field data and replicate that information in a digital format. Utilities can easily export information from VPie to report inventories and meet regulatory standards such as the Lead and Copper Rule (LCR).

VEPO is able to provide data in a range of data formats, including shapefiles, which are compatible with the utility's GIS software. VEPO is committed to providing cutting-edge mapping solutions, and we continually are making improvements to further assist utilities so that they can operate more efficiently and effectively.

VPie can directly import map layers from GIS systems. This feature enables users to seamlessly generate work orders and send customer communications through the map layers. The user- friendly interface makes it accessible to all VPie users, regardless of their GIS expertise.



TESTING & SYSTEM ACCEPTANCE

Core & Main, in concert with our partners, commits to conducting thorough and comprehensive testing of the AML system's functionality, operability, software, and integration. Our primary objective is to meticulously identify and rectify any issues not caught in the initial endpoint. Our testing activities, while broad and multi-faceted, will encompass the development of a comprehensive user acceptance testing plan for approval by Town staff. We will create detailed test scripts to aid in the User Acceptance Test as part of the initial deployment, conducted by Town staff with our assistance, as well as the initial Solution Testing, carried out by our team.

Determining the necessary test scenarios and test cases necessary will involve a combination of robust planning, thorough understanding of system requirements, and strategic execution. To that end, here are steps that the Core & Main team will perform:

- **Review the System Requirements:** To devise effective test scenarios, a deep understanding of the system requirements, functionalities, and objectives is necessary. This understanding involves knowledge of user requirements, infrastructure, integration, and interoperability specifics, amongst other things.
- **Brainstorm Test Scenarios:** During Workshops, engage key stakeholders, including system architects, business and application user groups, project managers, and end-users, to brainstorm potential test scenarios. These could cover functionality, data setup, configuration, solution load, security, integration, performance, and user acceptance tests.
- **Create Test Cases:** Each scenario will be broken down into multiple test cases that cover all possible outcomes. These cases (test scripts) will act as a set of instructions or conditions under which a tester will determine whether the system satisfies requirements or works correctly.
- **Prioritize Test Cases:** Not all test cases will have the same importance or urgency. Prioritize them based on factors such as requirement importance, risk level, and implementation complexity.
- **Iterative Review and Refinement:** As the project progresses, it is crucial to review and refine the test cases based on new insights, changes in system requirements, or results of previous tests.
- **Use Test Management Tool:** Leverage a test management tool to manage and track the test scenarios and cases, ensure coverage of all requirements, and monitor testing progress.
- **Include Negative Testing:** We will test for when things go wrong too. This approach helps ensure the system can handle error conditions gracefully.
- **Test Documentation:** Clear and concise documentation will be maintained for all test scenarios and cases. This not only helps in replicability of tests but also serves as a reference for future projects.



This comprehensive approach will provide a robust mechanism to validate the functionality, performance, and security of the entire AMI system, ensuring it meets all defined requirements and can operate successfully.

As per the Town's expectations, we understand that all our Solution testing must be completed prior to the Town's User Acceptance Testing (UAT). To this end, we commit to providing all documentation related to Solution Testing for Town verification, validation, and approval prior to UAT. We will document all test results, both at individual test case and test summary levels, and share them promptly with the Town for review and feedback.

TRAINING OVERVIEW

Our team recognizes that different utilities have diverse needs and we have adapted our training approach to address those needs. Core & Main will tailor a training program to the Town of Jupiter as part of our AMI Program. In the past, we have created customized solutions that provide one-on-one instruction. Such training supplements the formal instructional training and typically results in a deeper understanding of the operations and maintenance of a customer's specific system.

While the full scope of our training plan will be customized with Jupiter Staff during the initial Workshop Phase, our anticipated approach to our In Person Training Program is outlined below:

- Train the Trainer – Minimum of 5 Jupiter Staff for Field AMI Training
- Minimum 2 IT Staff & Support Team
- Minimum 5 Customer Service Including Supervisor Roles

DETAILED TRAINING PHILOSOPHY

Core & Main and Sensus deliver a multi-phased approach to educate our FlexNet customers as they learn the system implementation and deployment processes. We begin by familiarizing users with the FlexNet system through a series of introductory education modules. The introductory series is followed by meter and field training with a formal focus on the recommended scheduled tasks required to monitor and maintain the FlexNet system. This training is delivered through an instructor-led curriculum.

Sensus' training website, located at <https://www.sensus-training.com>, contains Sensus training and education catalog and course descriptions.

Our training solution includes clear goals and objectives, uses modularized instruction that is user role-based, and is presented effectively to ensure maximum knowledge retention.

GOALS AND OBJECTIVES

We believe that quality education begins with a clear and properly defined learning goal. The goal of a learning event provides the participant with the proper context of what the learning experience is designed to address.



Different than goals, learning objectives define and state what the learner should be able to do, recall, describe, or identify because of taking a particular module of instruction. Well-defined learning objectives help prepare a learner by informing them of what to focus on during the education event.

USER ROLE-BASED

Core & Main and Sensus organizes the Core Education and Training around primary utility roles and respective responsibilities. The material focuses on monitoring and maintaining the FlexNet communication network, with such roles as FlexNet Administrator and Operator.

MODULARIZED INSTRUCTION

Education is organized further into sized modules of professional content that address one or more specific goals. This modularization allows Sensus role-based and task-based curricula to stand alone, and to be separated and re-combined to create a tailored learning experience appropriate for various utilities' needs.

EFFECTIVE PRESENTATION

Combining goals and learning objectives, Sensus can present the material in a visually engaging way. Additionally, Sensus instructors are certified in instructional techniques to help them communicate their technical knowledge in ways that focus the attention of the learner.

SENSUS FLEXNET SYSTEM TRAINING

The Sensus Customer First philosophy is evident in our approach to training. Ensuring a seamless transition to the FlexNet system is Sensus' top priority for utilities during the training process. Our Education and Training Services team designed its curriculum to transfer knowledge as efficiently as possible to personnel so that utilities can better serve their customers from day one.

Sensus offers a three-phased training plan that supports you during every stage of the deployment – and throughout the life of the system. After system acceptance, easily accessible online resources provide ongoing support to your staff. In addition, Sensus offers follow-on training to keep your team knowledgeable and up to date.

STANDARD TRAINING

Core & Main and Sensus offer a core education and training solution that is highly customizable depending on a utility's specific needs. Our standard training solution is based on a phased delivery schedule that occurs prior to and during deployment of the FlexNet system. It begins by introducing the utility users to the FlexNet system and familiarizing them with its major components. The Sensus training solution provides multiple on-site visits that focus on properly monitoring and maintaining the FlexNet communication network and installing endpoints.

CORE CURRICULUM OVERVIEW

We deliver a stepped learning approach to gradually educate its utility customers through deployment and implementation. This approach not only helps your staff use the FlexNet system effectively today, but also provides access to a library of learning aids for the new employees of tomorrow.



The Sensus Core Curriculum comprises the following phases:

- The Introductory Series – Understanding Your New Solution

Recommended for all customer personnel, the Introductory Series sequence of educational modules provides a simplified overview of the FlexNet communication network. The series reviews the roles and responsibilities for effectively managing the network, as well as the major components and software applications that make up the FlexNet system. The modules build on themselves and are designed to benefit management, office, and field personnel.

Pre-deployment phase training blocks include:

- Training Block I: Introduction and Overview
- Training Block II: Meter and Field Installation (Train the Trainer)

THE ROLE-BASED SERIES – WHAT YOU NEED TO KNOW

The Role-Based Series of FlexNet training is presented by professional educators with years of field experience. These modules demonstrate to utility staff what their daily tasks should be for the first few months of the AMI system deployment. Utility staff receive a checklist of daily actions and tasks, as well as intuitive student guides that can be used as desktop references later.

Head end system software deployment phase training blocks include:

- Training Block III: Role-Based Training

LIFETIME ACCESS TO THE SENSUS TRAINING WEBSITE

For a detailed list of training courses that are available, please visit the Sensus Education website at <https://www.sensus-training.com>.

On the Sensus Training site, customers will find a wide array of education solutions, including self-paced eLearning modules, tutorials, and videos. This material supplements the in-person training on the fundamental tasks required to monitor the FlexNet communication network.

Town of Jupiter Staff will be granted access to Sensus' online users portal containing downloadable documentation, users' guides, and operating manuals. Below is a high-level list of the relevant documentation that will be made available through the portal.

- All RNI Headend (latest version) documentation, such as the Device Manager User Guide
- Data sheets for Products (also available via Sensus [Webdam](#))
- FieldLogic Tools Water User Guide
- FlexNet SmartPoint 520M (Pit Set Unit) Installation Guide
- Water SmartPoint Alarms Guide
- ally User Guide (includes installation)
- Cordone! User Guide

The **Sensus ally** meter provides an easier to install option with reliable pressure sensing at 15 minute intervals with emergency low/high levels alarms typically set to 35 and 90 psi. These are useful for overall pressure monitoring, leak detection, monitoring system performance, and hydraulic model integration. The locations were selected to provide overall monitoring of the system.



Sensus ally Meter

The **Sensus Cordone!®** is a high-performance ultrasonic commercial and industrial (C&I) water meter designed to deliver precise, real-time flow measurement without moving parts. Built with advanced multi-path ultrasonic technology, the Cordone! provides exceptional accuracy across a wide flow range and under challenging conditions, including low-flow detection and non-revenue water tracking. Its solid-state design ensures long-term durability and eliminates mechanical wear, making it ideal for large-service water accounts such as campuses, utilities, and industrial facilities.

Beyond volumetric metering, the Cordone! includes integrated pressure and temperature sensors, enabling utilities to monitor system conditions in real time. It supports configurable data logging intervals (as frequent as once per minute) and seamlessly connects to AMI networks via Sensus' FlexNet® communication system. This integration empowers utilities to detect leaks, manage demand, and respond proactively to distribution issues. With its high-resolution measurement and flexible installation options (horizontal, vertical, or inclined), the Cordone! offers a future-ready solution for advanced metering and smart utility infrastructure.



Sensus Cordone! Meter

As **optional**, the iHydrant provides a hydrant-based system for more precise data. At a sampling rate of up to 256 samples per second this can capture transients, hydraulic activity, and precision needed for hydraulic model calibrations. The locations were selected based upon proximity to critical transmission lines and assets.



SENSOR TECHNICAL OVERVIEW

Sensor	Preliminary design quantity	Pressure accuracy	Sampling rate	Battery life
ally® Water Meter with Pressure Sensors	100	±1.25% FS (within 35–100 °F and up to ~200 psi)	500MS	15
Cordonel Commercial Water Meters with Pressure Sensors	421	±0.17 bar (~±2.5 psi), which represents the sensor's accuracy over its full range	500MS	20
iHydrant	10 (optional)	+/- 0.75%	3.9MS to 500MS	Varies on Sample rate

With the current hydrant location provided, it may be possible to retrofit 10 existing McWane hydrants (nine Clow Medallions and one Kennedy K81) with iHydrants.

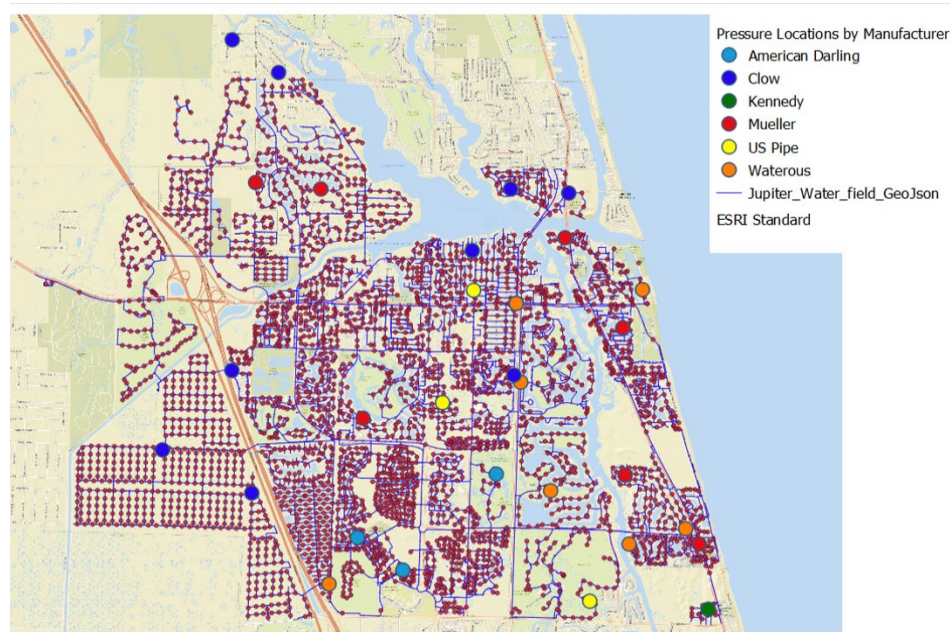
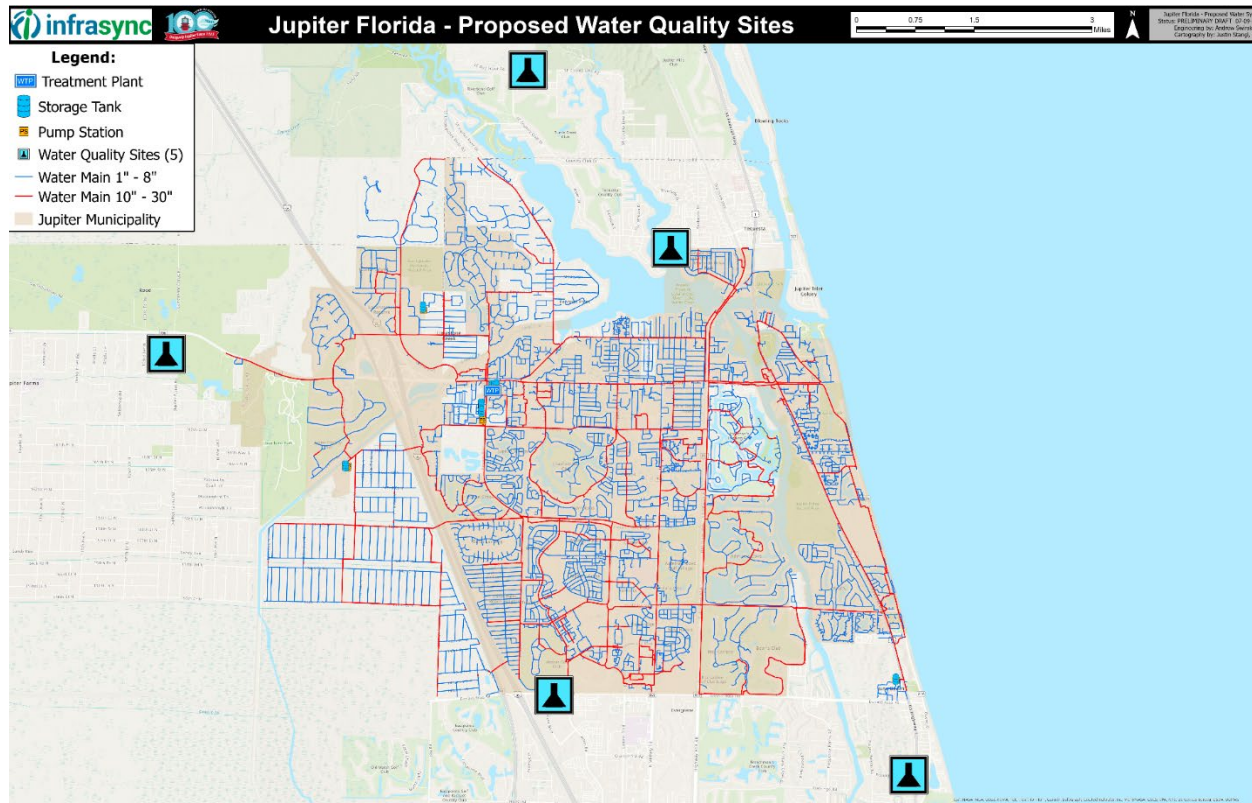


Figure above shows the hydrant locations by manufacturer.

5. Design-build approach for water quality monitoring system. (This is an optional item to include in proposal, listed in Other Costs.)

The Town is already aware of the benefits of water distribution system automation monitoring. This system will build upon that initial success. For the Town, we are providing the requested water quality Kupferle stations, and that data will be integrated into the Xylem Vue platform. This enables the Town to see consumption, water quality, and pressure all together.



Infraysnc Technology Services is a licensed engineering firm with experience on distributed sensor networks and civil design. They will provide the design and permitting. Then Core and Main will provide construction and start up services.

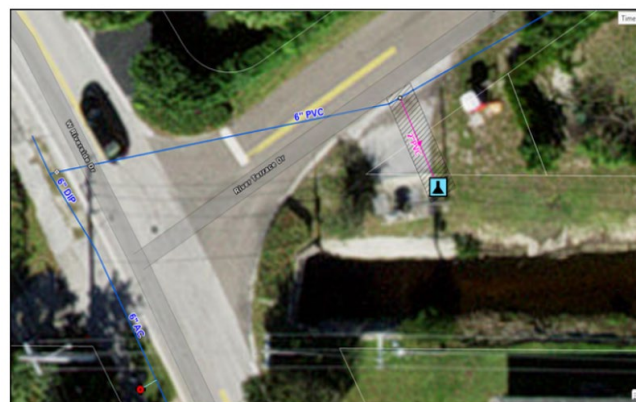
The design will adhere to the existing construction standards and specifications from Jupiter, including drawing W-19.

The design-build approach is as follows:

- **Preliminary design:** Site inspection of the four sites and initial observations and design for location, waterline connection, and drainage.
- **Alternatives design:** Upon award, additional sites will be evaluated for their constructability and options. Special attention will be provided to the drainage from heavy flushing periods needed. Based upon the recommendations of Infraysnc, there may be nearby alternative sites that provide great security and drainage.
- **Final design:** The final design including 4 site exhibits prepared with GIS and site observation data. This will include a plan view of the water quality sensors, connecting waterline, and civil modifications. The design exhibits will include:

- Existing desktop collected GIS and aerial information.
- The proposed location of the water quality sensors.
- Mechanical detail
- Equipment Pad detail
- Construction notes
- Traffic control notes
- Landscaping / site restoration notes
- **Permitting** – Infrasync will lead the permitting efforts. As needed by the permitting department additional details or calculations can be provided depending on the final site selections. See the pricing section for the contingencies and allowances.
- **Construction** - Core and Main will provide the construction of earthwork, equipment, pad, drainage, pipeline connections, and other site work. This includes:
 - Site preparation
 - Minor Traffic control
 - Tapping to the existing pipeline (with utility staff present)
 - Earthwork and installation of a 2" waterline
 - Installation of the water quality equipment
 - Testing of the equipment
 - Inspection by utility staff and approval
 - Site restoration
- **Testing:** Infrasync will collect the test data for a period of 14 days then provide final acceptance in writing of the work.

The proposed sites have already been assessed for preliminary design. A sample is provided below.



#4 – River Terrace – Direct tap into main with 6x2 tapping saddle, 2" corporation stop and 2" polyethylene or PVC pipe to flushing station. Need to see if there are any restrictions on discharging directly into the canal. If allowed, what considerations are required with canal bank restoration?

Design Build Assumptions:

- Permitting is limited to a town of Jupiter row maintenance permit
- No drawings with profile view is expected.

- No boundary surveys or topographic surveys. The work is based on record drawings and engineering site inspections.
- No SWPPP
- No Traffic Control
- No record drawings, only GIS locations for the pipeline and equipment
- No drainage calculations

6. Smart water platform implementation that unifies meter flow data along with pressure and water quality data from devices.

The AMI system with the **Xylem Vue** platform is expandable to include additional water related data sets. As part of the initial deployment **Infrasync** will provide a preliminary design for a baseline review of the utility's water system primarily leveraging GIS data. The goal is to efficiently analyze the water distribution system and provide **preliminary** design and options for the following:

- Water District Metering Areas
- Water Pressure Monitoring
- Water Quality Monitoring
- Water Loss Monitoring

Infrasync will provide this assessment as part of their proprietary physical/digital data daylight assessment. This daylight analyzes the utilities existing physical assets and their performance including pipeline break per 100 miles, water quality complaints per 1000 account, and the infrastructure leakage index in accordance with AWWA standards. Then they assess the existing digital infrastructure against the needs of the physical system and provide the preliminary design for the sensors and software integrations needed. This includes:

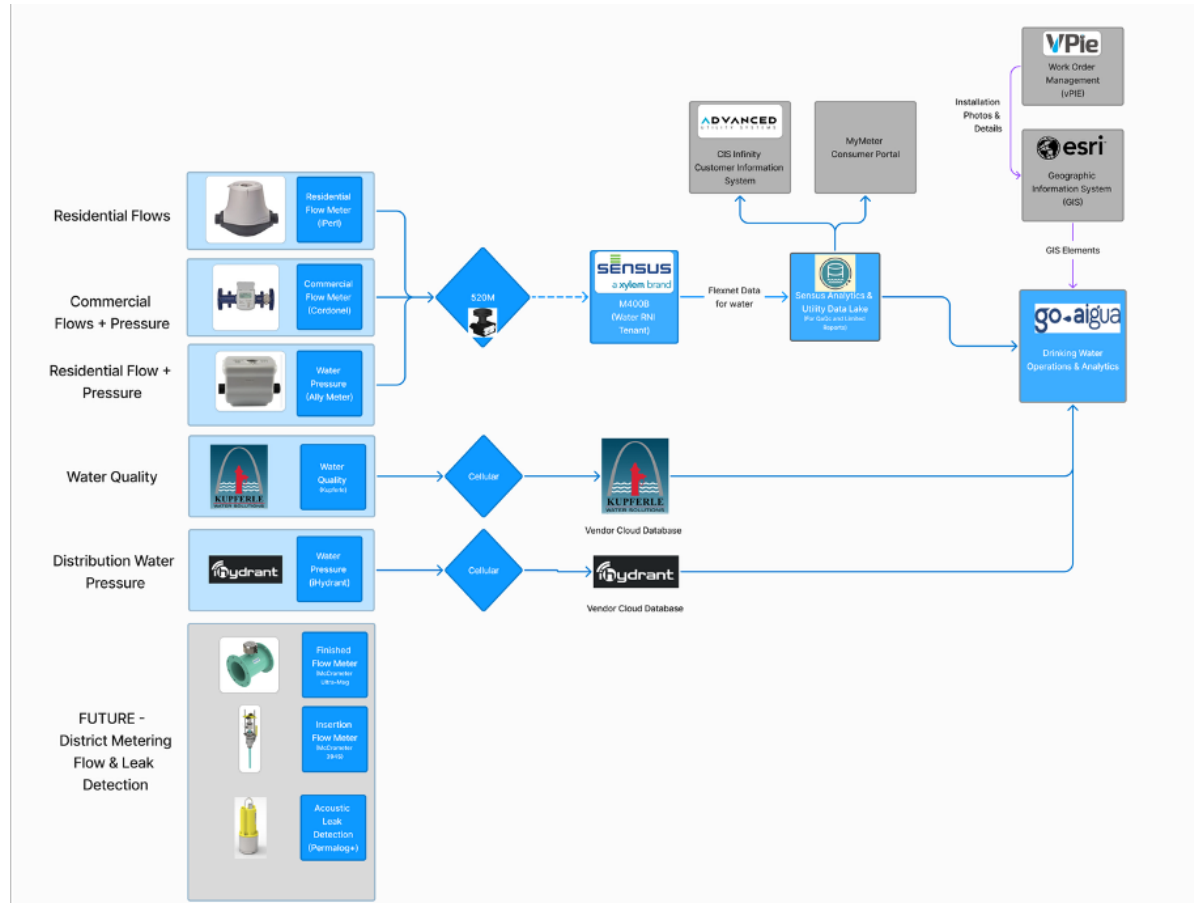
- Waterloss by district metering area and the unavoidable real losses index to capture waterloss as it happens in each area vs system wide.
- Pressure monitoring based on the underlying pipeline risk
- Water quality system wide monitoring based on expected water age and hydraulic performance
- Water leak detection system based on the pipeline materials, soil conditions, and pressure sensitivity in an area

The image below shows the base AMI system requirements with future proofing built into the approach. The base components include:

- Residential metering
- Commercial metering
- Water quality monitoring
- Water pressure monitoring

Additional full design and implementation capabilities but not included in this proposal include:

- District Metering Areas
- Acoustic Leak Detection



Xylem Vue is one of the industry's most advanced smart water solutions. It monitors distribution networks at different hierarchical levels of sectorization of the same distribution network. It improves the network's water efficiency by detecting and preventing real or apparent water losses that may affect it, thanks to the visualization of key indicators in real time and the reception of alarms. The two figures below provide insights to the information and data that will be available to the Utility Staff.

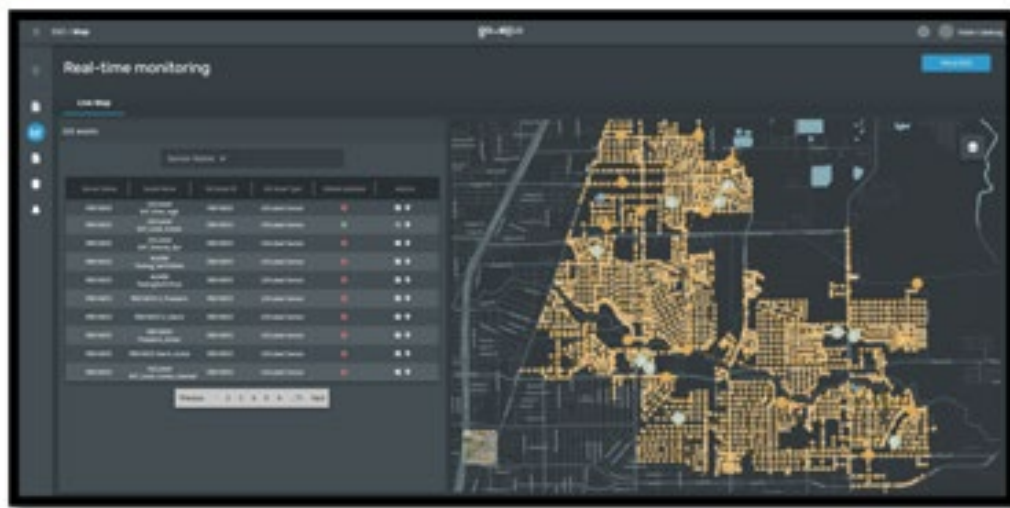
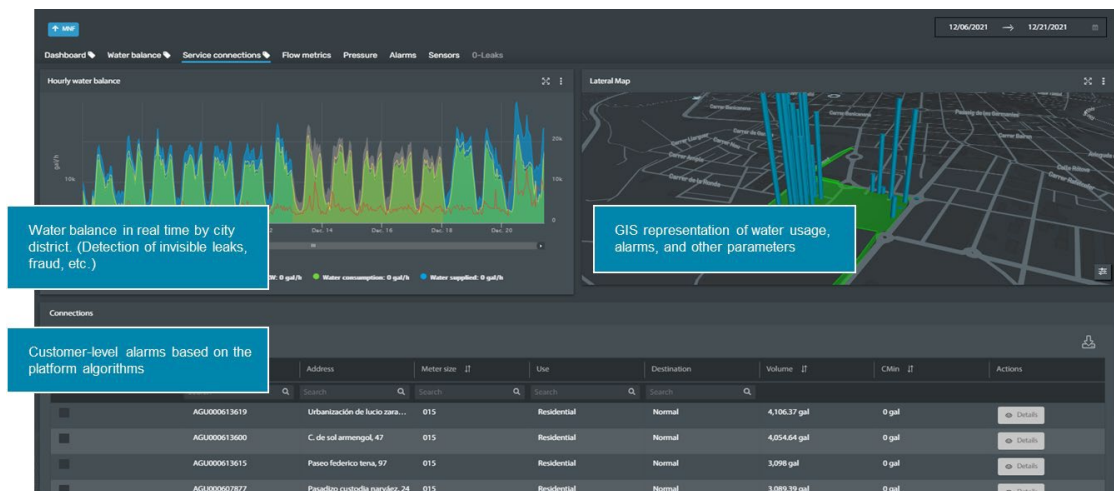


Figure: Xylem Vue, GoAigua platform

DISTRIBUTION PRESSURE MONITORING

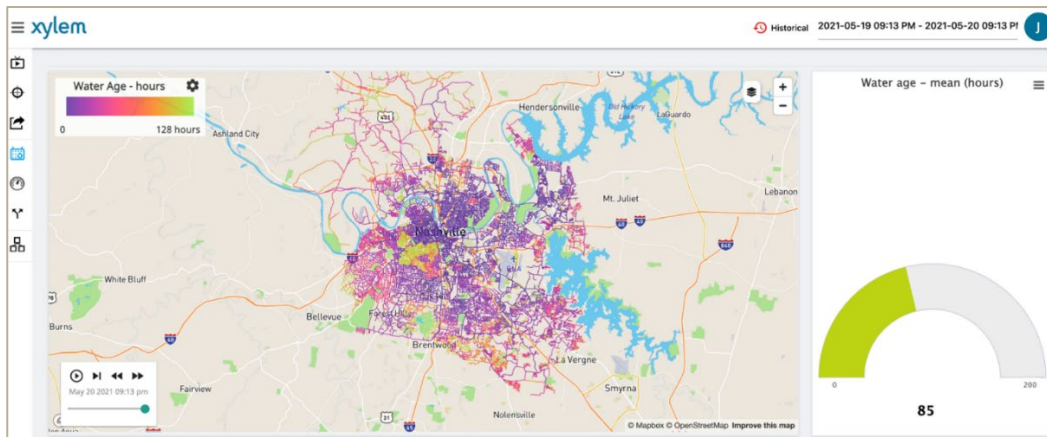
Distribution pressure monitoring requires an intricate design of well-placed sensors throughout the water distribution network. This can lead to multiple solutions, such as identifying water main breaks, isolating boil water notices, and assisting in developing hydraulic modeling analysis. These pressure monitoring devices can also be placed on critical assets like hospitals and airports. This will ensure that the Town's critical infrastructure assets maintain the highest priority of maintenance and monitoring.



DISTRIBUTION WATER QUALITY MONITORING

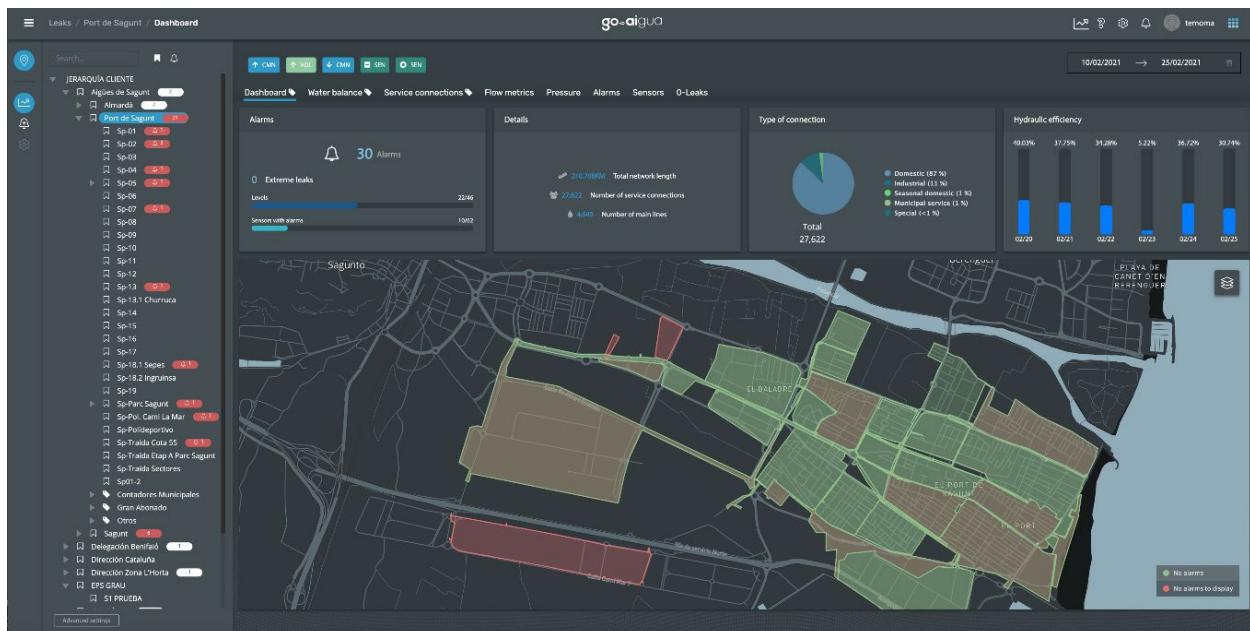
The Town is already aware of the benefits of water distribution system automation monitoring. This system will build upon that initial success. For the Town we are providing the requested

water quality Kupferle stations and that data will be integrated into the Xylem Vue platform. This enables the Town to see consumption, water quality, and pressure all together.



WATER DISTRIBUTION MONITORING / DISTRICT METERING (OPTIONAL)

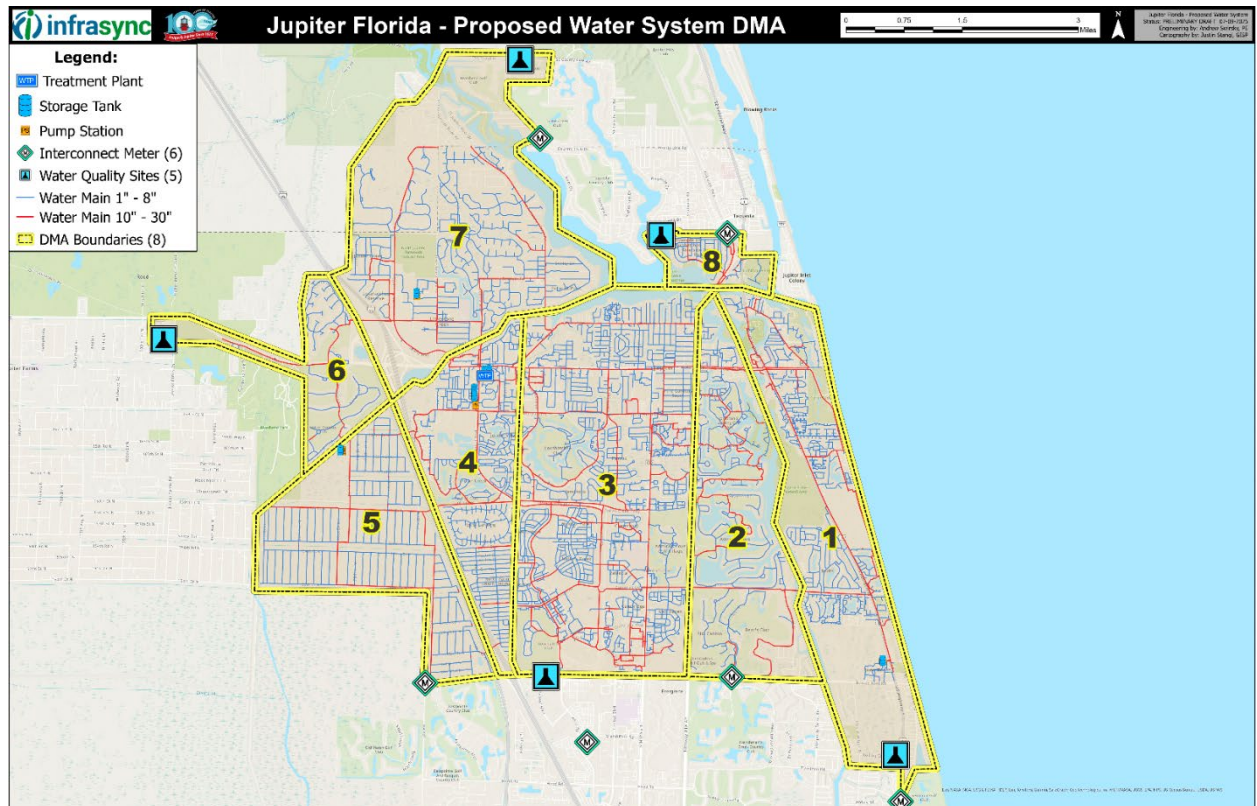
District Metering Monitoring and Integrated Pressure Monitoring identifies hydraulic balancing issues in water distribution main lines while simultaneously allowing for permanent monitoring of the distribution system with IoT sensors. This is accomplished by monitoring normal operating pressures and identifying anomalies in near real-time. This allows for mass water loss identification between the District Meter and the Residential & Commercial Meters in the District Metered Area (DMA).



When District Metering is deployed, staff will be able to monitor Flow & Pressure, neighborhood by neighborhood, throughout the Town. What is interesting to note is that these systems were impossible to deploy in the past because the Town has a looped system. Fortunately, technology has caught up with the invention of Virtual District Metering Area (vDMA), allowing

the Town to monitor all incoming and outgoing lines throughout all critical areas without closing valves. This will allow the Town to prioritize areas in near real-time as moderate to catastrophic events occur throughout the system.

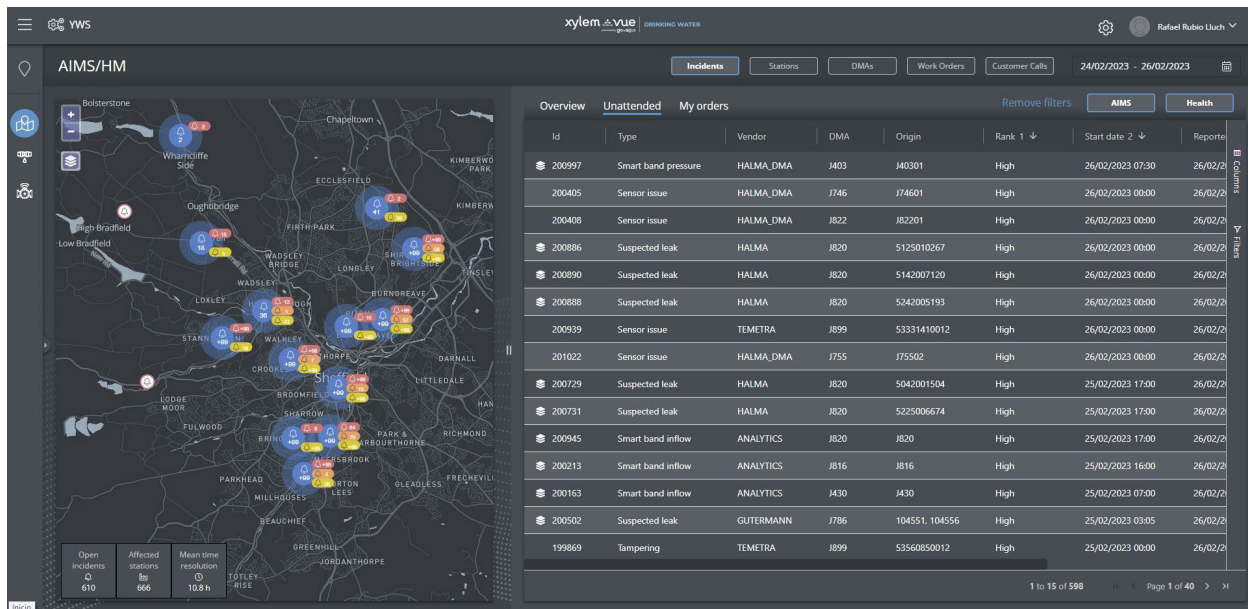
Infrasync has completed a preliminary vDMA assessment as shown in the image below. This enables the utility staff to move forward with a vDMA approach if selected. Final design would be done utilizing the existing hydraulic model and GIS system.



DMA	Meters	Crossings / vDMA Meters
1	4875	2
2	2316	7
3	10575	12
4	4986	12
5	1339	4
6	908	2
7	4099	4
8	604	1
Totals	29,702	44

DISTRIBUTION LEAK DETECTION AND ACOUSTIC MONITORING (OPTIONAL)

As needed by the utility, acoustic leak sensors can be deployed. Both Sensus Flexnet and Xylem Vue support a range of acoustic leak sensors. Based upon the preliminary design by Infrasync the utility may opt for a system wide-deployment or a lift-and-shift strategy to move sensors around to the locations with the highest waterloss or unusual pressure patterns.



7. Training for both software and field installation/connectivity, including Operational and User Manual deliverables for office and field staff.

SOFTWARE INTEGRATIONS & CHANGE MANAGEMENT

In collaboration with our partner, Infrasync we will provide a comprehensive Change Management plan to guide the town of Jupiter through the business process changes due to the implementations and integrations. The Integrations & Change Management plan will include the following high-level activities:

- Current Operational State Assessment as it relates to all activities associated with meter reading and billing operations (to include work order management, payment processing, etc.)
- Interim Operational State Assessment addressing all meter reading and billing activities during integration.
- Future Operational State Assessment as it relates to all activities associated with meter reading and billing operations.
- Regular Business Process Audits to assess the ongoing operational activities for efficiency opportunities.



- Provide documentation for the Utility to build a roadmap to transition from the current business processes to future state for post integration operations.

Core & Main and InfraSync

will work together to evaluate the existing systems with the goal of pinpointing precise procedure, data, and configuration requirements between the Town of Jupiter's current platforms and the systems included in this project.

InfraSync will provide workflow documentation which will document internal processes to be used as the basis for ongoing process changes.

SYSTEM INTEGRATION MANAGEMENT/SUPPORT

Infrasync will provide System Integration oversight to coordinate the scheduling and communication to ensure that the agreed upon patch management policies and practices are adhered to by Red Clay. These services will include:

- Lead integration kickoff between all stakeholders (Vendors and town of Jupiter) Personnel) to communicate and coordinate scheduling, identify specific hardware/software requirements and potential constraints. The goal is to ensure that dependencies are highlighted prior to development work and reduce risk.
- Lead regular technical review meetings with all designated personnel to monitor progress and identify potential roadblocks and/or modifications necessary to meet Jupiter's operational goals.
- Augment Town of Jupiter resources in the event of staffing shortages and constraints. The goal is to enable Jupiter's Personnel to continue to maintain daily operations with minimal disruption.
- Develop an escalation plan with all Vendors and provide regular status updates to Jupiter's Leadership.

SYSTEM TESTING SUPPORT

Infrasync will oversee and support testing efforts during integration to include the following:

- Review all vendor test cases, identify potential gaps and supplement accordingly.
- Aggregate test cases provided by each vendor and town of Jupiter and monitor progress to facilitate milestone delivery acceptance.
- Coordinate scheduling and execution of testing by each Vendor and Jupiter
- Provide onsite testing oversight and support, as needed.
- Monitor all issues and/or defects.
- Work with the town of Jupiter to develop KPIs for ongoing monitoring after System Testing is complete.

XYLEM VUE'S SMART WATER PLATFORM

Xylem Vue combines the data from our AMI platform with your existing 3rd party SCADA and sensors including water quality, flow, transients, level, and more to provide a real time view of all your water operations data across Jupiter.

Xylem Vue allows for enhanced insight into the AMI industry in the US as never before. This solutions Meter Data Analytics helps water utilities unlock the full potential of their AMI (Advanced Metering Infrastructure) investments and optimize the new business lines offered by this technology. Using this solution, water utilities maximize revenue, improve the customer experience, proactively manage their assets and reduce non-revenue water, helping utilities become subscriber-centric organizations.

It is also important to ensure that the platform being selected for the Advanced Metering Infrastructure (AMI) hits all the key functionality of a modern AMI software platform. Xylem Vue is leading the industry in that regards with some of the most advanced functionality that incorporates the best solutions from the past and the most innovative solutions moving into the future.



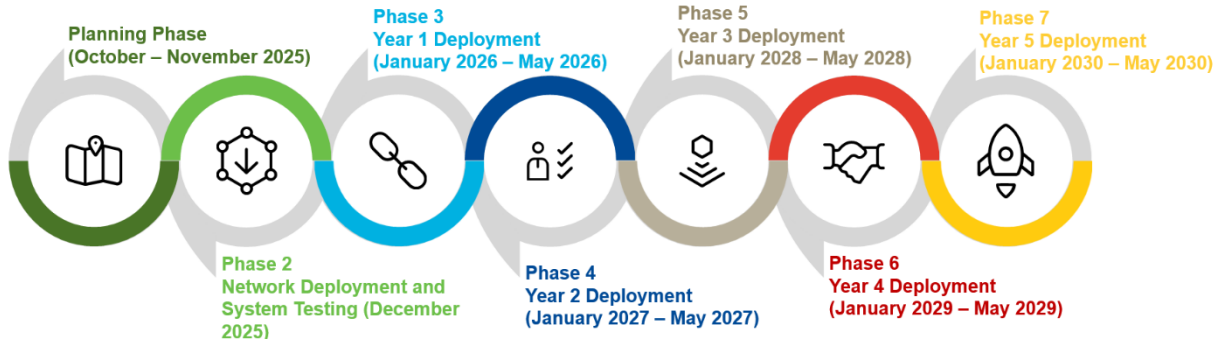
Figure: Xylem Vue powered by GoAigua AMI key functionality.

8. Two (2) general schedules over a 5-year contract period, one (1) for retrofit option and another for full replacement, including estimated durations for material procurement, estimated cost per year, software implementation, network installation, and meter installation with milestones shown.

Please see high-level milestone schedule provided on the following pages for both a retrofit option and full replacement option.



Project Timeline – Full Replacement



The Project Timeline referenced above represents a full replacement. This Timeline is simply an estimate and more accurate milestones would be assigned during the pre-deployment/planning phase:

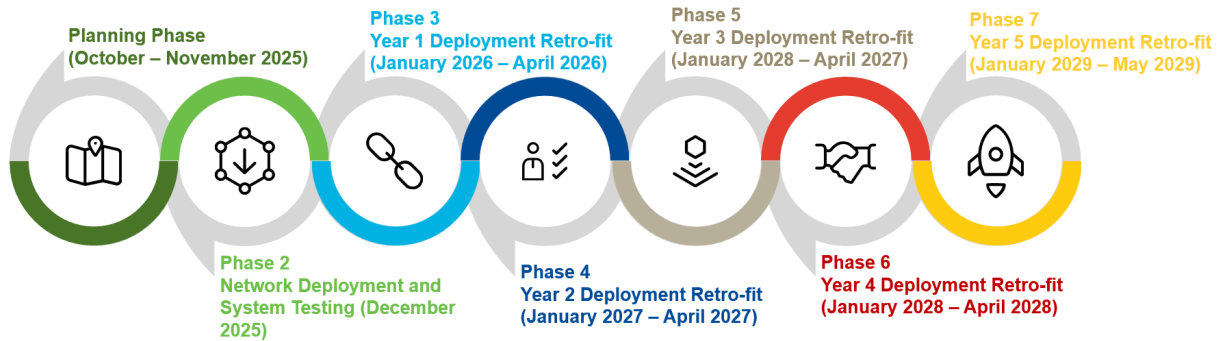
FULL REPLACEMENT - OVERVIEW:

- Project Timeline: 7 Months
- Estimated lead time: 2 Months
- See table below for Estimated Cost per year:

Year	Estimated Cost
Year 1	\$5,800,000
Year 2	\$5,515,000
Year 3	\$5,650,000
Year 4	\$5,770,000
Year 5	\$5,850,000



Project Timeline – Retro-fit Replacement



RETRO-FIT REPLACEMENT - OVERVIEW:

- Project Timeline: 7 Months
- Estimated lead time: 2 Months
- See table below for Estimated Cost per year:

Year	Estimated Cost
Year 1	\$5,100,00
Year 2	\$4,800,000
Year 3	\$4,950,000
Year 4	\$5,180,000
Year 5	\$5,270,000

9. Warranty and maintenance service for purchased components.

Please see Warranty documents enclosed on the following pages.



CORE & MAIN WARRANTY

TOWN OF JUPITER WARRANTY

The warranties on meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Owner purchases from Core & Main LP (“Core & Main”) are warranted by the manufacturer to be free from Manufacturers’ Defects for the period specified in the manufacturer’s warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto. The term of such manufacturer’s warranty shall be as set forth in such attached manufacturer’s warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters or equipment occurring after the change becomes effective), but generally the start date for warranties is the date of the manufacturer’s shipment of such meters or equipment as noted in the applicable Acceptance Certificate (“Manufacturer’s Warranty Period”). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main’s Responsibility. Upon any breach of the manufacturer’s warranty on meters or equipment noticed to Core & Main during the applicable Manufacturer’s Warranty Period, Core & Main’s sole responsibility shall be to cooperate with Owner in arranging for the manufacturer to repair or replace any defective meters or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the “Warranty Period”).

(b) Exclusive Remedy. Upon any breach of Core & Main’s warranty as to installation Work or Services during the applicable Warranty Period, Core & Main’s sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main’s installation Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER LIABILITIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY OWNER HEREUNDER.



SENSUS G-500 WARRANTY



SENSUS G-500 LIMITED WARRANTY

REVISED JUNE 2024

1. **General Product Coverage** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at [xylem.com](https://www.xylem.com).

2. **SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](https://www.sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. **SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

4. **ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at [sensus.com](https://www.sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

5. **ally® Meter Batteries and Components**, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

Batteries	15 years ¹
Sensors	5 years
Valve & Gear Motor	5 years ²
SmartPoint 510M/520M modules and batteries in service w/ ally	15 years ¹

6. **iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL data sheet available at [sensus.com](https://www.sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

7. **iPERL, ally, OMNI®, and Cordoneal Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nickel or Iron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 16.

8. **Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

9. **Sensus Cordoneal Meters** are warranted to perform to the accuracy levels as set forth in the Cordoneal data sheet available at [sensus.com](https://www.sensus.com) for twenty (20) years from the date of Sensus shipment. The Cordoneal System Component warranty does not include the external housing.

10. **Sensus Cordoneal maincases** are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.

1. If applicable, any SmartPoint 510M/520M Modules ever paired with an ally meter or Cordoneal with pressure meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint module is warranted to perform up to five (5) firmware upgrades for the SmartPoint module and up to five (5) firmware upgrades for the ally meter or Cordoneal (with pressure) meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally meter valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price	Years	Replacement Price
1-10	0%	13	55%	15	75%
11	35%	14	65%	>15	100%
12	45%				

2. Notwithstanding the foregoing, valve and gear motor components of ally meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

11. **Cordoneal Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 9, for the period stated below:

Batteries	20 years ¹
Sensors	5 years
SmartPoint 510M/520M modules and batteries in service w/ Cordoneal models with pressure	15 years ¹

12. **Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

13. **Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP, Contact, R.E.R. Elec. ROFI	1 year
OMNI and OMNI+ Registers with Battery	10 years
Standard and Encoder Registers for Propeller Meters	1 year

14. **Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](https://www.sensus.com/TC).

15. **Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

7500 series Hand-Held Device	2 years
Act-Pak® Remote Monitoring Instruments	1 year
CPTP100	20 years ⁴
EasyLink Reader	1 year
Electronic TouchPad	10 years
FlexNet Base Station (including the R100NA and M400 products)	1 year
Gas SmartPoint® Modules and Batteries	20 years ⁴
iPERL System Battery and iPERL System Components	20 years ⁴
RM4160	1 year

3. Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register (iPERL System Components) with hourly reads manufactured after April 2018
- Cordoneal System Batteries, the flow sensing and data processing assemblies, and the register (Cordoneal System Components)
- SmartPoint 510M/520M/515M/512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/515M/512M-PLS/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 13 at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price	Years	Replacement Price
1-15	0%	18	50%	20	70%
16	30%	19	60%	>20	100%
17	40%				

4. Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

5. Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price	Years	Replacement Price
1-10	0%	14	45%	18	65%
11	30%	15	50%	19	70%
12	35%	16	55%	20	75%
13	40%	17	60%	>20	100%



Sensus® Electronic Register+TM	20 years ⁶
Sensus® Smart Gateway Sensor Interface	1 year ⁷
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.

17. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

18. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All products must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 18 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

19. **Warranty Exceptions and No Implied Warranties.** This Sensus G-500 Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus G-500 Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"); If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing, or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do

- 6 Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price	Years	Replacement Price
1-10	0%	14	45%	18	65%
11	30%	15	50%	19	70%
12	35%	16	55%	20	75%
13	40%	17	60%	>20	100%

- 7 Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transm. Rate of hourly or greater for the analog channel(s).

not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS G-500 LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS G-500 LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

20. Limitation of Liability

- a. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.
- b. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES.
- c. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- d. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

xylem.com

SENSUS | 639 Davis Drive | Morrisville, NC 27560 | 1-800-638-3748

© 2024 Xylem Inc. Sensus G-500 Limited Warranty Revised June 2024

sensus
a xylem brand



VEPO INSTALLATION WARRANTY

VEPO provides a 12-month warranty from the date of installation for our installation services. The warranty covers repair or reinstallation of the product if the installation does not conform to industry standards. The warranty is not intended to cover defective products.



10. If Appendix C, Form C3-Other Costs has items listed, explain why they are included in the proposal.

Section Item	Explanation
Design, permit and build water quality monitoring system	This is included to assist should the Town decide to expand their scope to include Water Quality monitoring.
Dual Port Meter Interface Unit, Pit Set	This is a cost savings option for the Town should they decide that they want to optimize the number of radio's by utilizing Sensus 520M Dual Port endpoint that can attach two meters to a single radio.
Single Port Meter Interface Unit, Pit Set	Separate option for the for the single port endpoints from Sensus.
CORE+ Managed Service	This pricing has been added as an option to give the Town the option to have Core & Main's CORE+ Managed Services team manage and maintain the Water Meter boxes, Radio's and Network system.
Infrasync Water loss Risk Assessment, Acoustic and Sensor Design, Data Design	This is included to assist should the Town decide to expand their scope to include advanced Water line risk assessment, pipeline analysis and develop a sensor placement program.
Infrasync Water Loss District Metering Area Design, Site Locations, and Data Design	This is included to assist should the Town decide to expand their scope to include district metering areas.

11. In relation to C2-Alternate Cost Full Meter Replacement in Price Proposal Schedule (Appendix C), Respondent shall provide explanation on how the project approach would differ compared to the base unit proposal (C1 and C3).

The project approach for C2: Full Meter Replacement represents a more future-ready and revenue-optimized solution. By installing new solid-state smart meters (e.g., ultrasonic or electromagnetic), the utility benefits from enhanced accuracy, particularly at low flow rates where traditional mechanical meters tend to under-register consumption. Solid-state meters also offer longer service life, no moving parts to degrade over time, and the ability to continuously monitor flow, pressure, and temperature — all of which support proactive leak detection, water loss reduction, and improved billing accuracy. While full replacements involve more intensive fieldwork, this approach ensures a consistent, modernized asset base and maximizes the value of AMI investment through improved long-term revenue recovery and operational insight.

Full Replacement ROI

Full Replacement ROI

Inputs	Results																																																
<table><tr><th colspan="2">Mechanical Meter Accuracy Loss Calculator</th></tr><tr><th colspan="2">Inputs/Assumptions</th></tr><tr><td>Average Monthly Consumption</td><td>6,000</td></tr><tr><td>Average Monthly Water Bill</td><td>\$80.00</td></tr><tr><td>% Meter Accuracy (Loss) Years 1-10</td><td>-3.0%</td></tr><tr><td>% Meter Accuracy (Loss) Years 11-15</td><td>-7.0%</td></tr><tr><td>% Meter Accuracy (Loss) Years 16-20</td><td>-9.0%</td></tr><tr><td>Number of meters</td><td>29,756</td></tr><tr><td>Purchase Price Per Meter</td><td>\$100.00</td></tr><tr><td>Total Meter Purchase Cost</td><td>\$2,975,600.00</td></tr></table>	Mechanical Meter Accuracy Loss Calculator		Inputs/Assumptions		Average Monthly Consumption	6,000	Average Monthly Water Bill	\$80.00	% Meter Accuracy (Loss) Years 1-10	-3.0%	% Meter Accuracy (Loss) Years 11-15	-7.0%	% Meter Accuracy (Loss) Years 16-20	-9.0%	Number of meters	29,756	Purchase Price Per Meter	\$100.00	Total Meter Purchase Cost	\$2,975,600.00	<table><tr><th colspan="2">Unbilled Usage and Revenue (Accuracy Loss)</th></tr><tr><td>Per Meter Consumption (Loss) - Per Year</td><td>(2,160)</td></tr><tr><td>Total Consumption (Loss) - Years 1-10</td><td>(642,729,600)</td></tr><tr><td>Total Consumption (Loss) - Years 11-15</td><td>(749,851,200)</td></tr><tr><td>Total Consumption (Loss) - Years 16-20</td><td>(964,094,400)</td></tr><tr><td>Total Consumption (Loss) - 20 Year Period</td><td>(2,356,675,200)</td></tr><tr><td>Per Meter Revenue (Loss) - Per Year</td><td>-\$28.80</td></tr><tr><td>Total Revenue (Loss) - Years 1-10</td><td>-\$8,569,728</td></tr><tr><td>Total Revenue (Loss) - Years 11-15</td><td>-\$9,998,016</td></tr><tr><td>Total Revenue (Loss) - Years 16-20</td><td>-\$12,854,592</td></tr><tr><td>Total Revenue (Loss) - 20 Year Period</td><td>-\$31,422,336</td></tr><tr><td>Delta - Meter Investment Cost : Revenue Loss</td><td>-\$28,446,736</td></tr><tr><td>Meter Investment Cost : Revenue Loss</td><td>-10.56</td></tr><tr><td>Average % Loss over 20 Years</td><td>-5.50%</td></tr></table>	Unbilled Usage and Revenue (Accuracy Loss)		Per Meter Consumption (Loss) - Per Year	(2,160)	Total Consumption (Loss) - Years 1-10	(642,729,600)	Total Consumption (Loss) - Years 11-15	(749,851,200)	Total Consumption (Loss) - Years 16-20	(964,094,400)	Total Consumption (Loss) - 20 Year Period	(2,356,675,200)	Per Meter Revenue (Loss) - Per Year	-\$28.80	Total Revenue (Loss) - Years 1-10	-\$8,569,728	Total Revenue (Loss) - Years 11-15	-\$9,998,016	Total Revenue (Loss) - Years 16-20	-\$12,854,592	Total Revenue (Loss) - 20 Year Period	-\$31,422,336	Delta - Meter Investment Cost : Revenue Loss	-\$28,446,736	Meter Investment Cost : Revenue Loss	-10.56	Average % Loss over 20 Years	-5.50%
Mechanical Meter Accuracy Loss Calculator																																																	
Inputs/Assumptions																																																	
Average Monthly Consumption	6,000																																																
Average Monthly Water Bill	\$80.00																																																
% Meter Accuracy (Loss) Years 1-10	-3.0%																																																
% Meter Accuracy (Loss) Years 11-15	-7.0%																																																
% Meter Accuracy (Loss) Years 16-20	-9.0%																																																
Number of meters	29,756																																																
Purchase Price Per Meter	\$100.00																																																
Total Meter Purchase Cost	\$2,975,600.00																																																
Unbilled Usage and Revenue (Accuracy Loss)																																																	
Per Meter Consumption (Loss) - Per Year	(2,160)																																																
Total Consumption (Loss) - Years 1-10	(642,729,600)																																																
Total Consumption (Loss) - Years 11-15	(749,851,200)																																																
Total Consumption (Loss) - Years 16-20	(964,094,400)																																																
Total Consumption (Loss) - 20 Year Period	(2,356,675,200)																																																
Per Meter Revenue (Loss) - Per Year	-\$28.80																																																
Total Revenue (Loss) - Years 1-10	-\$8,569,728																																																
Total Revenue (Loss) - Years 11-15	-\$9,998,016																																																
Total Revenue (Loss) - Years 16-20	-\$12,854,592																																																
Total Revenue (Loss) - 20 Year Period	-\$31,422,336																																																
Delta - Meter Investment Cost : Revenue Loss	-\$28,446,736																																																
Meter Investment Cost : Revenue Loss	-10.56																																																
Average % Loss over 20 Years	-5.50%																																																
<table><tr><th colspan="2">Billed Usage & Revenue</th></tr><tr><td>Per Meter Consumption - Per Year</td><td>72,000</td></tr><tr><td>Total Consumption - Years 1-10</td><td>21,424,320,000</td></tr><tr><td>Total Meter Consumption - Years 11-15</td><td>10,712,160,000</td></tr><tr><td>Total Meter Consumption - Years 16-20</td><td>10,712,160,000</td></tr><tr><td>Total Consumption - 20 Year Period</td><td>42,848,640,000</td></tr><tr><td>Per Meter Revenue - Per Year</td><td>\$960</td></tr><tr><td>Total Revenue Over Years 1-10</td><td>\$285,657,600</td></tr><tr><td>Per Meter Revenue Over Years 11-15</td><td>\$142,828,800</td></tr><tr><td>Per Meter Revenue Over Years 16-20</td><td>\$142,828,800</td></tr><tr><td>Total Revenue - 20 Year Period</td><td>\$571,315,200</td></tr></table>	Billed Usage & Revenue		Per Meter Consumption - Per Year	72,000	Total Consumption - Years 1-10	21,424,320,000	Total Meter Consumption - Years 11-15	10,712,160,000	Total Meter Consumption - Years 16-20	10,712,160,000	Total Consumption - 20 Year Period	42,848,640,000	Per Meter Revenue - Per Year	\$960	Total Revenue Over Years 1-10	\$285,657,600	Per Meter Revenue Over Years 11-15	\$142,828,800	Per Meter Revenue Over Years 16-20	\$142,828,800	Total Revenue - 20 Year Period	\$571,315,200																											
Billed Usage & Revenue																																																	
Per Meter Consumption - Per Year	72,000																																																
Total Consumption - Years 1-10	21,424,320,000																																																
Total Meter Consumption - Years 11-15	10,712,160,000																																																
Total Meter Consumption - Years 16-20	10,712,160,000																																																
Total Consumption - 20 Year Period	42,848,640,000																																																
Per Meter Revenue - Per Year	\$960																																																
Total Revenue Over Years 1-10	\$285,657,600																																																
Per Meter Revenue Over Years 11-15	\$142,828,800																																																
Per Meter Revenue Over Years 16-20	\$142,828,800																																																
Total Revenue - 20 Year Period	\$571,315,200																																																

In contrast, C1 and C3: Retrofit Installations involve attaching AMI endpoints to existing mechanical meters, which may be nearing the end of their useful life or already experiencing measurement degradation. While this approach can be faster and less expensive in the short term, it preserves older infrastructure that may limit the overall performance of the AMI system. Mechanical meters are prone to wear, particularly in sandy or high-use environments, and their accuracy diminishes over time — especially at low and intermittent flow levels. As a result, retrofit installations may not fully capture available revenue and can increase long-term maintenance burdens. Additionally, retrofits may require compatibility checks and present challenges with standardization across the meter population.

Retrofit Quantity Replacement ROI

Retrofit Quantity Replacement ROI

Inputs

Mechanical Meter Accuracy Loss Calculator	
Inputs/Assumptions	
Average Monthly Consumption	6,000
Average Monthly Water Bill	\$80.00
% Meter Accuracy (Loss) Years 1-10	-3.0%
% Meter Accuracy (Loss) Years 11-15	-7.0%
% Meter Accuracy (Loss) Years 16-20	-9.0%
Number of meters	17,127
Purchase Price Per Meter	\$100.00
Total Meter Purchase Cost	\$1,712,700.00
Billed Usage & Revenue	
Per Meter Consumption - Per Year	72,000
Total Consumption - Years 1-10	12,331,440,000
Total Meter Consumption - Years 11-15	6,165,720,000
Total Meter Consumption - Years 16-20	6,165,720,000
Total Consumption - 20 Year Period	24,662,880,000
Per Meter Revenue - Per Year	\$960
Total Revenue Over Years 1-10	\$164,419,200
Per Meter Revenue Over Years 11-15	\$82,209,600
Per Meter Revenue Over Years 16-20	\$82,209,600

Results

Unbilled Usage and Revenue (Accuracy Loss)	
Per Meter Consumption (Loss) - Per Year	(2,160)
Total Consumption (Loss) - Years 1-10	(369,943,200)
Total Consumption (Loss) - Years 11-15	(431,600,400)
Total Consumption (Loss) - Years 16-20	(554,914,800)
Total Consumption (Loss) - 20 Year Period	(1,356,458,400)
Per Meter Revenue (Loss) - Per Year	-\$28.80
Total Revenue (Loss) - Years 1-10	-\$4,932,576
Total Revenue (Loss) - Years 11-15	-\$5,754,672
Total Revenue (Loss) - Years 16-20	-\$7,398,864
Total Revenue (Loss) - 20 Year Period	-\$18,086,112
Delta - Meter Investment Cost : Revenue Loss	-\$16,373,412
Meter Investment Cost : Revenue Loss	-10.56
Average % Loss over 20 Years	-5.50%

By selecting the C2 Full Meter Replacement approach, the utility establishes a clean, consistent metering platform optimized for long-term performance, revenue integrity, and modern system analytics — ensuring the greatest return on AMI investment.



12. Satisfaction of Requirements (Appendix D) – The Respondent shall complete and submit the form provided as Appendix D giving reasonable explanation for any items with “No” or “NA” selected. The requirements listed in Appendix D match the specifications listed in Part II - Statement of Work and will be used by the Selection Committee in reviewing sealed proposals.

Please see Appendix D enclosed below. Exceptions to Appendix D have been noted in Section 7 – Variances to RFP.

APPENDIX D

AMI RFP									
APPENDIX D - SATISFACTION OF REQUIREMENTS									
WATER METER SPECIFICATIONS									
		YES	NO	NA	COMMENTS				
New water meters provided and installed shall meet or exceed American Water Works Association (AWWA) cold water meters standards with respect to accuracy and pressure loss requirements, or other appropriate AWWA standards with parts reference, flow capacity, pressure loss, accuracy, physical dimensions, design, and materials of construction. The water meter shall be compliant with NSF/ANSI Standard 61 Annex F&G.		Yes							
New water meters shall be electromagnetic or ultrasonic type, warranted and guaranteed 98.5% to 101.5% accurate within normal operating flow range for a minimum of twenty (20) years.		Yes							
New meter case and electronics up to 1" in size warranted to be free from defects in material and workmanship for 20 years.		Yes							
New meter case and electronics above 1" in size warranted to be free from defects in material and workmanship for 10 years.		Yes							
New water meters and endpoints shall fit and be in a position where meter could be read manually within existing meter boxes and proposed meter box lids. Meter box may impact meter length.		Yes							
All meters shall meet the standard for lead content as defined in		Yes			Our meters are polymer in design, as such they do not have any lead content.				

NSF/ANSI standard 61-5ppb lead leach limit change.					
If the register and endpoint are able to be integrated into the meter with no wires separating them, compared to having a separate endpoint, Town's preference is for whichever is the integrated meter.			No		Although we understand the stated preference is an integrated meter and endpoint, our experience of modular components have worked best in the South Florida pit environment. If a component pre-maturely malfunctions and needs replacing, only one item needs replacing. If an endpoint stops working, the Town can still receive datalogged meter reads. if a meter stops working, the endpoint is alerting the town until the meter is replaced. Further, with the South Florida pit environment in many cases being fully submerged in water, debris, etc. The capability of the communication device to be through the lid prevents data communication degradation that become present when devices are below the water line.
New water meters to include all necessary appurtenances, such as expanders, to meet Town of Jupiter Guide for Development Design and Construction Standards Water and Stormwater. Town's intent is to have meter replaced within existing meter box.		Yes			
Contractor is responsible to submit and obtain shop drawing approvals from the Town prior to ordering materials.		Yes			
METER INSTALLATION SPECIFICATIONS					
		YES	NO	NA	COMMENTS
The Contractor shall provide the Town with an Implementation Plan and Schedule based on meter reading routes and meter reading schedules supplied by the Town, after a contract has been		Yes			VEPO will develop a detailed Implementation Plan and Schedule based on the Town's meter reading routes and schedules. To support this, VEPO assumes the Town will provide meter data in

awarded. The Contractor's implementation plan shall consider the best interest of the Town and its water customers to minimize interruption to operations and delivery of water service and billing. Contractor shall provide the Town with a minimum of two weeks' advance notice prior to the date of commencement of scheduled work in each given meter reading route.					read route order prior to project commencement. The plan will prioritize minimizing disruption to customer service and billing operations. VEPO will also provide at least two weeks' advance notice before work begins in each meter reading route.
All labor, tools, equipment, storage, testing, and transportation necessary to install and test meters and registers, but not limited to, meter manufacturer's tools for checking readings and account numbers shall be included in the Proposal price.		Yes			
For each meter installation, there shall be a minimum of four (4) legible photographs taken at each property to include: overall site conditions of the area surrounding the old meter box, inside the old meter box and existing meter read, inside the new meter box assembly and new meter read, and the overall restored site conditions of the area surrounding the new meter. All letters and numbers regarding the meter readings and units shall be legible in the photographs taken by the Contractor. Photographs shall be stored digitally and sorted by address. This information shall be provided to the Town for their records. Any restoration, such as sod replacement, required as a result of meter work to occur within 1 week of installation.		Yes			VEPO captures a minimum of four legible, geotagged photographs per installation: before and after site conditions, inside the old and new meter boxes, and meter reads. All photos are stored digitally in VPie , organized by address, and made available to the Town.

The Contractor will be responsible for locating the meter and capturing the GPS coordinates of the new AMI meter installations and retrofits. This information shall be provided to the Town for mapping and diagnostic purposes.		Yes			VEPO captures GPS coordinates (latitude and longitude) of all new AMI meter installations and retrofits using our Sub-Meter (survey grade) GPS Collection service, which is included in the installation price. GPS data is recorded through the VPie mobile app and tied to each work order for accuracy. This information is made available to the Town for use in mapping, diagnostics, and compliance reporting. If required, VEPO can also provide data in shapefile or state plane coordinate formats compatible with the Town's GIS system.
Contractor shall record service line material on utility and customer sides of the meter box to the greatest extent possible. Records shall include digital photographs identified by address. .		Yes			VEPO offers multiple Service Line Inspection (LCRR Audit) options to assist the Town in identifying service line materials on both the utility and customer sides of the meter box. These services are available at an additional cost, and pricing is based on the level of effort required, including digging and documentation standards. All options include digital photographs identified by address and are documented through VPie for reporting.
The Contractor shall notify the Town of discovery of the following during the course of their work: leaking or deteriorated backflow prevention assemblies, leaks within a meter box, and any water service line materials that may appear to be lead. Town staff will follow up on any of these issues for correction and/or resolution.		Yes			VEPO technicians are trained to identify and document issues observed during installation, including leaking or deteriorated backflow prevention assemblies, leaks within meter boxes, and potential lead service line materials. These findings are recorded in VPie with supporting photos and notes, and the Town is notified through the Utility Portal for follow-up and resolution by Town staff.

The Contractor will be responsible to clean-up and dispose of all materials associated with execution of the Work of this Project. Materials shall be legally disposed of in accordance with the applicable laws, rules and regulations and all efforts should be made to recycle materials when possible. Recycle credits applied towards this contract, will be acceptable to the Town and should be reflected in sealed Proposals.		Yes			VEPO will apply Hazardous Waste Disposal fees per radio/endpoint when necessary, in compliance with all applicable laws and regulations. Fees will only be applied when required based on material type and disposal regulations. If materials are eligible for recycling or if disposal results in any recycle credits, Core & Main will issue a credit back to the Town, and reflect it accordingly in project invoicing.
The Town will contact property owners to inform them of this project and to provide them an opportunity to remove landscaping and other items that may surround existing meter boxes and impede work under this this contract. If property owner(s) do not or choose not to remove landscaping that is in the way of the Work, then Contractor will be responsible for removal and disposal of the landscaping.		Yes			VEPO assumes the Town will notify property owners to clear any obstructions, including landscaping, prior to installation. While VEPO technicians will remove standard dirt and debris to access meter boxes, removal and disposal of landscaping are not included in the base scope of work. Please see Appendix C forms C3a and C3b for optional pricing.
The Contractor shall coordinate with and notify customers of scheduled water shutoff and meter replacement a minimum of one week (1-week) prior to meter change outs. Contractor shall also leave a door hanger, once the change out work has been completed, notifying them of the completed work and a phone number to call if there are any issues. Special circumstances may apply to condominiums and medical facilities. Contractor shall coordinate with the Town prior to notifying condos and medical facilities.		Yes			VEPO will provide a pre-installation notice (such as postcards or letters) as well as a post-installation door hanger for each completed meter changeout, including contact information for customer support. We also offer voice and text message blasts at no cost to notify customers of upcoming work.

Work hours. The Contractor shall utilize normal work hours, 7:00am to 5:00pm Monday through Friday to conduct the work. Water service interruptions shall be scheduled to occur Monday through Friday, 8:00am to 4:00pm. Installers must be available for evening, holiday and weekend installations, with prior approval by the Town for installations that must accommodate special hours of operation, such as restaurants, hospitals, schools, etc.		Yes			
The Contractor shall be responsible for coordinating and scheduling off-hour meter change outs for customers that require water during business hours or for other valid reasons. Additionally, for services that always require water on, i.e. hospital, nursing home, dialysis center, etc., the Contractor shall be responsible for maintaining and metering service during meter replacement.		Yes			
The Contractor will be responsible for providing the Town meter changeout data in a timely and accurate manner and within one (1) week of each meter changeout. The Contractor shall provide means and methods for how meter changeout data requirements will be accomplished. Preference is for Contractor to use Town's asset management system to complete service orders with the meter information, although the Town will also consider an Excel spreadsheet with the data listed. Meter changeout data requirements include: Water Service Address		Yes			VEPO utilizes its proprietary VPie Work Order Management System to collect and transmit all meter changeout data in real time. VPie is a fully customizable, cloud-based platform with a native mobile app used by field technicians to capture the following required data during installation: • Water service address • Old meter serial number and register EID • Meter read prior to removal • Meter box type and size • New meter serial number and AMI register (if applicable) • New meter read after installation • GPS coordinates of the new

Old meter serial number Old register number EID Meter read, prior to removal Meter Box Type (e.g. Ford Gulfbox) and Size (Single, Double) New meter serial number New AMI Register (if applicable) New meter read, after installation procedures GPS coordinate locations for the new meter installations and retrofits Service line materials				installation • Service line material, supported by photo documentation Data is validated through in-field rules and backend AI-powered QA/QC checks. All information is made available to the Utility through the VPie Utility Portal and can be exported in Excel or flat file format within one (1) week of installation, as required.
The Contractor must respond on a 24-hour-per-day basis to calls from the Town regarding problems associated with installations performed under this contract, including leaks, loss of service, low pressure, or other problems. Contractor must respond within thirty (30) minutes of receiving a call from the Town, regardless of time or day, and arrive at customer's premises ready to correct the problems within sixty (60) minutes of receiving a call from the Town.		Yes		VEPO offers 24/7 call center support with on-call staff available to receive and respond to emergency issues. While our proposal does not commit to a specific on-site response time, VEPO works closely with each Utility to ensure prompt dispatch and resolution based on project needs and local requirements.
Contractor shall describe in detail its proposed system for ensuring that all data pertaining to installation is correctly recorded during installation, and that all data transferred to the Town is accurate. Respondent shall describe procedures for eliminating any opportunities for a meter or meter interface unit to be associated with the wrong address or account number.		Yes		VEPO ensures data accuracy and integrity through its proprietary VPie Work Order Management System, which is designed specifically for AMI installations and utility asset tracking. Our system incorporates multiple layers of quality assurance during and after installation to prevent errors, especially those related to mismatched addresses or account numbers. Installation Data Accuracy Procedures • Digital Work Orders

				• Barcode/Serial Number Scanning: • GPS Validation • Photo Documentation • Mandatory Fields & In-Field Validation Rules • AI-Enhanced QA/QC • Return-to-Utility (RTU) Tracking By combining real-time data capture, multi-point validation, and AI-enhanced QA, VEPO eliminates the risk of associating a meter or interface unit with the wrong address or account number.
Installation to be warranted free from defects in workmanship for a minimum of one (1) year. In the event any defects are found within the warranty period, the CONTRACTOR shall correct the defect at its own expense.		Yes		VEPO provides a 12-month warranty from the date of installation for our installation services. The warranty covers repair or reinstallation of the product if the installation does not conform to industry standards. The warranty is not intended to cover defective products. •The warranty covers all work related to the installation of specified products that substantially conform to the manufacturer's recommendations for installation and follow industry standards and quality guidelines. For a period of one (1) year from the date of substantial completion of the installation, VEPO will repair or reinstall the product in the event the installation was performed incorrectly. The warranty does not cover: •Accidents not caused directly by VEPO •Acts of God •Damages resulting from fires •Damage from alterations, misuse, or abuse not caused by VEPO staff •Damage from the owner's failure to observe manufacturer

					specifications •Defects caused by products furnished by the Utility •Electrical malfunctions •Storm damage, including flooding •Tampering The Town must notify VEPO in writing of any problem with the installation during the warranty period, including the homeowner's name, address, telephone number, and a description of the issue.
METER BOX COVERS/LIDS SPECIFICATIONS					
		YES	NO	NA	COMMENTS
Meter box covers shall be replaced and/or modified as needed to allow for proper radio transmission. Respondent shall include in their sealed bid the proposed means and methods for replacing and/or modifying meter box lids under this contract. All covers are to be provided by the Contractor and shall meet minimum TOWN specifications.		Yes			Core & Main acknowledges the requirement to replace and/or modify meter box covers as necessary to ensure reliable radio signal transmission. Our proposed approach involves evaluating each site to determine the appropriate solution. For 1-1/2" and 2" water meter services, Core & Main will furnish and install a radio-transparent, composite drop-in replacement lid compatible with the Town's standard meter boxes, with a minimum Tier-15 load rating. For 3/4" and 1" services installed in gulf or yoke boxes, Core & Main proposes installing a Tier-15 rated antenna box and lid adjacent to the existing meter box. In areas where installation can occur in non-traffic areas – such as lawns or landscaped areas – a cost-

					effective alternative, rated for incidental and non-deliberate traffic is also being proposed (appendix C3a and C3b item 5). Specific methods including materials, equipment and installation procedures, will be submitted to the Town for prior written approval.
Contractor will be responsible for submitting and obtaining shop drawing approval for meter box lids from the Town, prior to ordering materials. Samples shall be provided and reviewed by TOWN before shop drawing approval and purchase.		Yes			Core & Main acknowledges that shop drawing submittals for meter box lids are required and will be submitted to the Town for review and approval prior to ordering any materials. Additionally, physical samples of the proposed lids will be provided to the Town for evaluation and acceptance. Core & Main will ensure that all submittals comply with the Town's specifications.
Any external parts of an endpoint/antenna must sit flush to the pavement/sidewalk, and not cause a tripping hazard. For meter boxes located in green areas, the antenna may protrude up to ¼-inch.		Yes			Core & Main will ensure that all external components of the endpoint/antenna are installed flush to eliminate any tripping hazards. The proposed meter box lids will include a recessed opening designed to allow the endpoint/antenna to sit flush. For meter boxes and/or modification located in landscaped or green areas, the antenna shall not protrude more than 1/4-inch above grade.
All covers must be radio transparent, manufactured of an approved composite material, be direct drop-in replacements for use in the standard TOWN meter boxes, and have a minimum Tier-15 load rating.		Yes			Core & Main acknowledges that all meter box covers must be radio transparent, constructed of a Town approved composite material and serve as direct drop-in replacements compatible with the standard Town meter boxes. All replacement covers for existing meter boxes will meet or exceed a Tier-15 load rating, ensuring

					durability and compliance with the Town's performance requirements.
All covers shall be designed as to prevent floating or excessive movement.		Yes			Core & Main will provide meter box covers that are specifically designed to prevent floating or excessive movement. Covers shall be properly seated and secured to ensure stability under varying site conditions, including high groundwater or flooding, and will comply with the Town's installation and performance standards.
All covers to be lockless.		Yes			Core & Main confirms that all meter boxes covers provided under this contract will be lockless, in full compliance with the Town's specifications.
Town's preference is for lids from Ford, Sigma or DFW Plastics, but will consider other potential manufacturers/suppliers: • Armorcast • Old Castle • GlasMasters • Hubbell • Nicor • Trumble		Yes			Core & Main understands the Town's preference for meter box lids manufactured by Ford, Sigma or DFW Plastics. We can also offer suitable alternatives from manufacturers such as Old Castle, Nicor and Trumble, among others. All proposed lids, including any necessary modifications, will meet the Town's specifications and will be submitted for review and approval prior to ordering.
AMI REGISTER AND ENDPOINT PERFORMANCE SPECIFICATIONS					
		YES	NO	NA	COMMENTS
Be compatible with existing Master Meter multijet meters and proposed AMI system. If existing registers are already compatible with the proposed AMI system, then existing registers are not to be replaced and shall be programmed to communicate with the new network in regards to sheet C1 of the Proposal Price Schedule (Attachment C).		Yes			Compatibility Diagram is provided within the RFP response.

Housed in a single package designed for rugged, harsh environments and capable of complete submersion in water without damage.		Yes			The SmartPoint communication module is housed in a single package designed for rugged, harsh environments. It is enclosed in a two-piece, molded polycarbonate housing with waterproof, tamper-resistant connection technology. The module is hermetically sealed in a high-density (HDPE) enclosure, making it waterproof and capable of complete submersion in water, debris, sand, or dirt without damage.
Registers warranted free from defects in material and workmanship for a 20-year period.		Yes			The Sensus SmartPoint is warranted for 20 years, including 15 years full coverage and 5 years prorated.
Receive meter data from water meters equipped with encoder registers. The CONTRACTOR shall state which brands and models of encoder registers are compatible with the proposed radio module.		Yes			The SmartPoint communication module is compatible with a wide variety of encoder registers across multiple manufacturers, including Sensus, Badger, Neptune, Elster/AMCO, Kamstrup, Diehl, Zenner, Hersey/Mueller, MasterMeter, and McCrometer. SmartPoint Compatibility Matrix has been included in the Appendix for reference.
Endpoints warranted free from defects in material and workmanship and operate for a 20 year period.		Yes			The Sensus SmartPoint is warranted for 20 years, including 15 years full coverage and 5 years prorated.
Communicate via a strong, secure, and reliable radio frequency that include provisions to ensure data transmission accuracy, and immunity from outside interference as well as fading and other forms of signal degeneration or attenuation to prevent accidental loss of customer or meter reading data.		Yes			The Sensus SmartPoint uses the FlexNet system, which operates on a primary-use, FCC-licensed RF spectrum to ensure secure and reliable communication. The system provides high power output (up to 2 watts), robust signal strength, and extended range. It is designed to mitigate interference, fading, and signal attenuation through features such as overlapping RF coverage, encryption, and dedicated communication channels.

				Additionally, the network monitors data transmission accuracy and employs measures to prevent outside interference, ensuring the integrity and security of customer and meter reading data.
Have a single or dual port option for transmitting up to two (2) meter readings and alarms per transmission.		Yes		Yes, the Sensus SmartPoint meets this requirement. It is available in single-port and dual-port configurations, capable of transmitting readings and alarms for up to two separate meter registers
Identify customer leaks, tamper and backflow parameters when connected to an encoded register. The alarm parameters shall be configurable and programmed for each meter. This feature must work with any brand of encoded register. These parameters must be capable of being changed through the host system after installation is completed.		Yes		The SmartPoint supports configurable alarms for customer leaks, tampering, and backflow when connected to an encoded register. These alarm thresholds and parameters can be programmed during installation and modified over-the-air through the host system after deployment. The SmartPoint is compatible with multiple brands of encoded registers, ensuring flexibility across different meter types.
Connect to existing Master Meter encoded registers in the field with minimum programming requirements. If this is not technically feasible, then the proposal shall specify how the existing Master Meter registers will be retrofitted or replaced.		Yes		The SmartPoint communication module is compatible with Master Meter encoded registers and can connect via Nicor connectors or wired connections with minimal programming requirements. If retrofitting or replacement is necessary, Sensus provides options for integrating Master Meter registers, including factory-potted TouchCoupler connections for plug-and-play compatibility.
Be designed and built for installation in outdoor meter boxes.		Yes		
Housed in a single package designed for rugged, harsh environments and capable of complete submersion in water		Yes		The Sensus SmartPoint is housed in a hermetically sealed, waterproof enclosure that withstands complete submersion

without damage or impaired function.					in water without damage or functional impairment
Function accurately and not be damaged when an operating temperature range exceeds -40 degrees C to +70 degrees C.		Yes			
Transmit battery life data to the Host System alerting of low battery levels for preemptive maintenance.		Yes			
Store meter data including date and time stamps in non-volatile memory.		Yes			
Have true two-way communication on-demand from the Host Software. This shall allow for obtaining real-time data upon request.		Yes			
Receive and process commands from the Host System for all firmware updates to eliminate the need to manually perform the update function to each locale. AMI Endpoints must support group firmware updates to reduce system maintenance time.		Yes			
Automatically convert to a mode which will report consumption and alarm data to the Host System via Mobile AMR receiver endpoints if the network is unresponsive. The AMI Endpoint shall be capable of migrating to the network with no additional visits or equipment. If not technically feasible via Mobile AMR, describe alternative on how endpoints will report data if network unresponsive.		Yes			If the network is unresponsive, Sensus will tune the network to see if there is another tower that can be used for communications. If the network goes down completely. The system has a drive-by solution that can act as the redundant communication for the Meter reading and pressure monitoring.

Employ actionable alerts including each of the items listed below: ▪ Tamper Alert or Meter disconnected ▪ Bad Read or Communications Failure ▪ Leak Detected ▪ No Flow Detected – Specific period of time set in the host software ▪ Reverse Flow/Backflow ▪ High Flow Rate Detected – Specifics set in host software ▪ Battery Health		Yes			The Sensus SmartPoint also has advanced capabilities to detect Empty pipe or magnetic interference. Additionally, the SmartPoint can also transmit alarms from the ally for pressure management and threshold monitoring.
Update each AMI Endpoint's clock date & time settings to match reference date & time that shall be regularly provided to the meter stored in the transmitter's memory.		Yes			
Provide data to the host system and handheld collectors in the field for use in diagnostics and maintenance activities.		Yes			The Sensus system can operate off of most ruggedized handhelds. However, it can also operate any phone or tablet with Android, iOS or Microsoft 10 platform.
Be configured or re-configured to communicate to the collector unit through equipment specified in AMI Network Performance Specifications.		Yes			
Endpoints guaranteed to be compatible with the proposed network, especially cellular networks, for a minimum of 20 years and not become obsolete during that timeframe.		Yes			Sensus FlexNet is owned and operated by the Sensus team. Sensus's network is guaranteed for well past the 20 year requirements.
AMI NETWORK PERFORMANCE SPECIFICATIONS					
		YES	NO	NA	COMMENTS
The system as designed shall provide for a meter read over a three (3) day window for at least 99% of all meters in the service area and at least 95% of all meters will successfully report all reading		Yes			Monthly NaaS Report included within the response. This report is available and reviewed the Utility team to ensure performance is meeting and exceeding Town expectations and requirements.

and interval data in the last twenty-four (24) hours.					
If more than 5% of meters are not successfully reporting readings within 24 hours, contractor will provide troubleshooting support to diagnose and fix the issue within 1 week of the issue being reported.		Yes			This will be flagged by Core & Main's Network Response Team (NRT) and relayed to the Utility either through a standardize report or a PowerBI dashboard shared with the Town.
Collect and aggregate the stored meter data from all the AMI Endpoints in its zone a minimum of two (2) times per day and upload the information to the Host Server a minimum of once per day providing hourly interval reads from each AMI Endpoint as programmed.		Yes			As a standard, the Sensus FlexNet system collects reads and data 4 times a day.
Communicate on demand to AMI Endpoints Meters/service and other related devices.		Yes			On Demand commands are sent and time stamped after completion within 35 to 95 seconds. Far exceeding competitive solution abilities.
Use state-of-the-art data security techniques to prevent unauthorized access to the data.		Yes			Sensus and Core & Main are happy to provide all security messages from the entire data transmission stages.
Time synchronize all devices to within five (5) seconds at least once per day and allow daily upload of meter data and system health checks.		Yes			
Recommend architecture to include backup/failover options for the entire communication path from the meter to the server.		Yes			
Use AC and solar powered units and optional battery backup.		Yes			
Allow self diagnosis of any problems associated with the back haul of the communication and the ability to automatically seek an alternate communication path if initial daily or real-time upload is unsuccessful.		Yes			

Accommodate over the air firmware and software upgrades.		Yes			
Have icons that permit viewing operational health of the system components.		Yes			
Be capable of remotely reprogramming data collectors and Water Meter AMI Endpoints.		Yes			The Sensus FlexNet system is a true two way system with 16 years of proven experience and a standard ping time of less than 90 seconds.
CONTRACTOR shall be responsible for providing necessary equipment, identifying locations for the equipment, conducting studies (e.g. interference, structural) for existing towers, securing permits if needed, designing and building new towers if necessary, and installing equipment.		Yes			
Network to be maintained by CONTRACTOR for a period of at least 20 years.		Yes			Network Agreements meet this requirement and include the specified read success measures through the duration of this agreement as well.
Be warranted free from defect in workmanship for a minimum of one (1) year. In the event any defects are found within the warranty period, the CONTRACTOR shall correct the defect at its own expense.		Yes			
HOST SERVER, SOFTWARE, AND SMART WATER PLATFORM					
		YES	NO	NA	COMMENTS
The CONTRACTOR shall provide Software as a Service (SaaS) solution , including a managed hosting service, where it will own and manage the server hardware and software including monitoring to ensure the server continues to work effectively, provide backup services, installation of security patches and various levels of technical support. The CONTRACTOR hosted solution		Yes			

shall utilize a secure web-based application.					
99.9% uptime, calculated annually, not including routine maintenance or administrative procedures to be scheduled during non-business hours with prior approval of the Town.		Yes			Monthly NaaS Report included within the response. This report is available and reviewed with the Utility team to ensure performance is meeting and exceeding Town expectations and requirements.
The CONTRACTOR shall provide software, support and documentation.		Yes			
CONTRACTOR shall validate new and existing meter data to ensure it is accurately represented in the software.		Yes			
The Host Software solution shall utilize a secure web-based application user interface.		Yes			
The Host Server shall act as the central collection point for the data within the system. The server collects data from all of the remotes and stores the gathered data in a secure database. Once the data is stored and analyzed on the server, the data shall be available for display via an easy to use web based graphical interface.		Yes			
The Host Server shall manage and archive data for a minimum of five (5) years in order to be accessed by any TOWN computers, handheld devices both locally and remotely via the web.		Yes			
The data shall be available via a user interface that will allow for analysis, as well as bill generation.		Yes			
The Host system software shall be web browser based. Standard interfaces shall be available to connect to current and future TOWN applications.		Yes			

The Host Software shall have flexible meter reading data formats that are compatible with the TOWN's current customer service and billing application; a custom designed Customer Information System (CIS Infinity by Advanced v3, 1.28 as well as v5 once Town upgrade complete). Data transfers shall utilize a secure transfer protocol (SFTP) utilizing American Standard Code for Information Interchange (ASCII) file transfers.		Yes			Additional detail of experience with CIS Infinity by Advanced within our response.
Meter read data to be exported in .txt format with CIS field ID, field position, field length, etc. parameters matching existing Town format.		Yes			
The Host Software shall be used to generate reports, view demand graphs, determine usage patterns, and request transfer of readings to billing software.		Yes			
The Host Software shall use information from alerts uploaded in the data and have the ability to generate specific e-mail alerts or short message service (SMS) messages for each status code, configured by the User interface.		Yes			
Each AMI Endpoint generated alert shall be accompanied by a duration for which the alert has been active and which shall be stored and optionally sent out by the server.		Yes			
The User interface shall permit the sending of alert outages, tampering, out-of-range system operating parameters to appropriate utility personnel via cell phone or e-mail.		Yes			
The User Interface shall allow the utility to correlate consumption		Yes			

with meter data available on the user interface.					
The CONTRACTOR shall integrate with the Town's planned consumer portal, MyMeter, for customer access to consumption data. Consumer portal being implemented via separate CIS upgrade project.		Yes			Our team has an exclusive partnership with MyMeter/Vertex One to streamline this process. Letter of Recommendation from My Meter's provider included within our response.
The Smart Water Platform shall have meter data analytics and have the ability to visualize flow and pressure data.		Yes			Sensus Analytics keeps all AMI and meter data and provides meter based analytics. Xylem Vue keeps all meter, pressure, water quality, and flow data. It allows for visualizations via a geospatial format and custom reporting.
The Smart Water Platform shall be capable of capturing and analyzing water quality data from target devices.		Yes			Kupferle will use an API to bring data into Xylem Vue for water quality data. It allows for visualizations via a geospatial format and custom reporting.
The Smart Water Platform shall have a dashboard that shows water loss and other performance measures as indicated by the Town.		Yes			Xylem Vue allows for customized dashboards and KPI reporting for waterloss, pressure, quality, and other KPIs from the data sources connected.
The Smart Water Platform shall be capable of creating a digital twin of the distribution network for real time simulation.		Yes			Xylem Vue is able to provide a digital twin with automated model simulations for water pressure, quality, age, and other parameters. This is a customized deployment based on the utilities existing water model, SCADA, AMI, and GIS systems.
SYSTEM DOCUMENTATION AND TRAINING					
		YES	NO	NA	COMMENTS
System documentation shall provide operational details for using the AMI system.		Yes			
The training shall include detailed field installation, configuration, and troubleshooting for specified staff with daily agenda and necessary documentation.		Yes			
The training shall include detailed office/billing training for specified		Yes			

staff to include all aspects of the Customer Interface software.					
User manuals should provide necessary procedures for Administration, Operations, and Maintenance of the AML system.		Yes			
All documentation shall be provided in print (one hard copy in notebooks) and electronically in pdf format.		Yes			
IMPLEMENTATION SERVICES					
		YES	NO	NA	COMMENTS
Implementation services shall be provided to cooperatively design the specific configuration necessary to support the TOWN's Utility's business rules and customer service standards.		Yes			
The CONTRACTOR shall provide up to fifteen (15) custom reports which may be needed in addition to the standard "canned" reports included with the customer interface software.		Yes			
ACCEPTANCE TESTING					
		YES	NO	NA	COMMENTS
Subsequent to final installation of all system components, the CONTRACTOR shall conduct a preliminary acceptance test plan and shall be based upon the software versions and configurations as proposed. Any failures found during the acceptance testing shall be immediately corrected by the CONTRACTOR.		Yes			
As the project develops and the system is purchased, TOWN reserves the right to coordinate final acceptance testing protocol with CONTRACTOR. A final acceptance test plan is required before placing the system in to service. It is expected that final acceptance testing will commence		Yes			

immediately upon system cutover and proceed for ninety (90) consecutive calendar days without any failures or to the TOWN's satisfaction.					
ANNUAL MAINTENANCE SERVICES					
		YES	NO	NA	COMMENTS
Maintenance agreements provided by the contractor, to be reviewed by the Town, are required for purchased collector, communication, server, and software components.		Yes			
PRESSURE MONITORING SYSTEM					
		YES	NO	NA	COMMENTS
Pressure sensor accuracy +/- 2%.		Yes			As part of our Solution, Core & Main is proposing a pressure monitoring system consisting of Sensus Ally and Cordonel meters. An alternate option would include the iHydrant. The pressure sensor accuracy for the ally meter is +/- 1.25% and for the Cordonel it is ±0.17 bar (~±2.5 psi), which represents the sensor's accuracy over its full range. The iHydrant pressure sensor has an accuracy of +/- 0.75%,
Product to have a minimum warranty period of 2 years.		Yes			All standard iHydrant products will be free of defects in material and workmanship under conditions of normal use for two (2) years. Ally and Cordonel embedded pressure sensors include a five (5) year warranty.
Pressure data to be easily viewable on an online platform, including Smart Water Platform, and allows the user to set thresholds for alarm if pressure falls below or exceeds target levels.		Yes			Pressure data from all pressure sensors shall be available through the Xylem Vue smart water platform. The software displays a dashboard view of sensors and their status with an intuitive, map-based solution that allows the user to visualize different pressures sensors across the network.

					A user can set pressure thresholds at warning and critical levels for pressure, battery status, reading status and other data. The user can click on a sensor to view the pressure chart to see pressure event details and pin frequently accessed devices to customize their dashboard.
Product continuously monitors pressure and sends an alert once threshold reached, such as in the event of a water main break.		Yes			Ally, Cordone! and iHydrant pressure sensors provide continuous monitoring and can be configured with different sample rates and thresholds. Alerts can be enabled for each device through user defined lower and upper thresholds. Real time notifications can be subscribed to via email or text message. Transients may also be enabled with a user defined pressure range occurring within a second.
Pressure monitoring device allowed to go within a new hydrant or retrofit an existing hydrant if it does not interfere with normal operation of the target hydrant.		Yes			iHydrant's patented approach utilizes sensors installed in the lower valve assembly that is fully enclosed within the fire hydrant. This proprietary product design allows for full operation of the hydrant without altering the flow or modifying the nozzles, caps, operating nuts or bonnet. iHydrant is available as a factory assembled complete fire hydrant or retrofit kit for Clow Medallion, Kennedy K81, and M&H 129.
Pressure monitoring system to span the entire distribution system, where minimum number of sensors to be 30 but not greater than 100. Recommended locations to consider previous 32 locations used for hydraulic modeling calibration (table below, hydrant GIS data available upon request).		Yes			Core & Main, along with Infrasync, has preformed a preliminary pressure analysis to cover the entire distribution system with a combination of meters with pressure sensors. Alternatively the design can be modified to include hydrant locations with ihydrant devices.
WATER QUALITY MONITORING SYSTEM					

		YES	NO	NA	COMMENTS
As an optional item to include the proposal, CONTRACTOR to design, permit and build water quality monitoring stations at or within close proximity of these 4 locations (refer to table in RFP)		Yes			Core & Main has conducted site visits at the four locations and identified suitable areas at or near each proposed site. If included in the final scope, Infrasync will provide Professional Engineering design and permitting support at the locations or others agreed upon. Core and Main will lead the site construction and will coordinate closely with the Town throughout the design, permitting, construction and integration phases to ensure successful implementation.
Based on previous table, furnish Kupferle Eclipse #9300i-WC-Solar or #9800i-WC-Solar intelligent flushing and monitoring stations complete with all accessories, special tools, spare parts, mountings, anchor bolts and other appurtenances as specified herein, and as required for a complete and operating installation into existing potable water distribution system. An alternative station that is able to connect with the Smart Water Platform will be considered if it can perform the same functions as the Kupferle 9300i station.		Yes			If included in the final scope, Core & Main will furnish and install the Kupferle 9300i-WC-Solar or 9800i-WC-Solar, as outlined in the RFP. Each station will include all required accessories, tools, parts, mountings, bolts and appurtenances necessary for a fully functional installation.
Each 9800i station shall include the following features, where 9300i station will mimic features except for flushing capability (refer to table in RFP)		Yes			Core & Main's proposal for the 9800i and 9300i include all the features referenced in the RFP.

D

PROPOSAL PRICE SCHEDULE

2.D Proposal Price Schedule





APPENDIX C

Please see Appendix C – Revised by Addendum 1 enclosed below.

Respondent Name:

Core & Main LP

Rev. 6/13/25

Appendix C - REVISED BY ADDENDUM 1

REQUEST FOR PROPOSALS
PROPOSAL PRICE SCHEDULE
ADVANCED METERING INFRASTRUCTURE (AMI)

FORM C - SUMMARY OF PRICING REQUIREMENTS

Item No.	
A. General Requirements	
1	All Respondents shall complete Appendix C, as per Part III Instructions for Preparing Proposals. Forms C3a and C3b are associated with C1 and C2, respectively, in the event that Other Costs vary in the two options.
2	The estimated quantities shown are approximate and represent estimated quantities based on historical or comparable project needs. The Town reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the term of the Contract.
3	Unit prices shall be inclusive of all labor, material, equipment, overhead, profit, and out-of-pocket expenses required to furnish and install items identified.
4	Recurring costs may be evaluated on a net present value basis using a standard discount rate.
5	The Respondent's base proposal price consists of the total of Forms C1 and C3. All costs associated with Form C5 that affect the base proposal must be reflected in Form C3 (to reflect the 20-year life of the proposed system), if not otherwise captured in Form C1. Prices submitted for Forms C2 and C4 will be evaluated as a components of the Respondent's Technical Proposal. The Town may elect the Respondents alternate pricing for Form C2 as a contract option during the negotiation phase of the procurement process.
6	The Town adds to the proposal price a contingency as an allowance. The contingency is provided for Town directed changes deemed necessary for the Contractor to deliver the specified Scope of Work.
7	The Total Proposal Price shall represent the Respondent's total price offer to the Town. The Respondent, if awarded a contract, shall not be entitled to an amount for compensation in excess of the Total Proposal Price, Item No C (19), unless the Town elects the Respondent's alternate pricing for Form C2 and Item No C (22).
B. Pricing Requirements for Tabs C1 through C6	
8	Form C1 – Unit Prices – This form is a listing of equipment and services that are reflected as unit price items. Unit prices are defined as the cost per single unit for each item. When the item's estimated quantity is "Lump Sum" this quantity amount is equal to a single unit.
9	Form C2 – Alternative Cost Proposal for Full Meter Replacement – This form is similar to Proposal Form C1 but substitutes register retrofits (Items 11-15 in C1 and C2) with meter replacement.
10	n/a
11	Form C3 – Other Costs – Respondent will list any additional costs not adequately represented on the other fee forms. Each item will be adequately described, classified as either a fixed price or unit cost item, marked as either optional or required, and the quantities completed accordingly to reflect the 20-year life of the proposed system.

Internal Use Only



12	Form C4 – Labor Rates – Respondent's shall provide the billable hourly rates for key specialized labor categories that will be used to support the full deployment. Respondents should use the standard labor categories contained within this form but may add additional labor categories as needed to cover all available specialized services.
13	Form C5 – Assumptions – Respondent will list any assumptions that were used to establish the cost proposal.
Item No.	C. Notes Regarding Technical Requirements
14	Pricing for meter installation, in accordance with Tabs C1 and C2, shall expire after the initial contract term. The Town reserves the right to order from the Contractor additional meters after the contract term, subject to the fair and reasonable determination of applicable costs, as mutually agreed by the parties and as amended into the contract via a Supplemental Agreement.
15	The installation types include a variety of different meter types and locations, as described within this Solicitation. Estimated quantities for various installation types are provided in the price Proposal forms for the purposes of establishing a proposed project fee. Installation fees shall be based on the actual, verifiable site conditions at the time of the installation.
16	n/a
Item No.	D. Based on the tally of total pricing from Forms C1, C2 and C3, and Contract Allowance the total proposal price offered by the Respondent is as follows:
17	Base Proposal Price (C1 and C3a): \$23,330,776.38
18	Contract Allowance: \$500,000.00
19	Base Total Proposal Price: \$23,830,776.38
20	Alternate Proposal Price (C2 and C3b): \$25,290,771.38
21	Contract Allowance: \$500,000.00
22	Alternate Total Proposal Price (C2 and C3b): \$25,790,771.38

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

FORM C1 - UNIT PRICES (BASE PROPOSAL) - REVISED BY ADDENDUM 1							
Item No.	Scope Category	Item Description	Estimated Quantity	Units	Unit Price	Item Total	Comments
1	New Water Meters	Solid State Water Meter, 3/4"	11,610	EA	\$900.00	\$1,161,000.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
2		Solid State Water Meter, 1"	987	EA	\$174.00	\$171,738.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
3		Solid State Water Meter, 1.5"	536	EA	\$1,015.00	\$544,040.00	Furnish a Sensus CordoneL ultrasonic CBI water meter. Please review warranty associated with CordoneL. Majority of comparative meters have a
4		Solid State Water Meter, 2"	554	EA	\$1,050.00	\$581,700.00	Furnish a Sensus CordoneL Ultrasonic CBI water meter. Please review warranty associated with CordoneL. Majority of comparative meters have a
5		Solid State Water Meter, 3"	27	EA	\$1,488.00	\$38,826.00	Furnish a Sensus CordoneL ultrasonic CBI water meter with pressure and temperature sensors. Please review warranty associated. Majority of
6		Solid State Water Meter, 4"	100	EA	\$2,035.00	\$203,500.00	Furnish a Sensus CordoneL ultrasonic CBI water meter with pressure and temperature sensors. Please review warranty associated. Majority of
7		Solid State Water Meter, 6"	75	EA	\$4,535.00	\$340,125.00	Furnish a Sensus CordoneL ultrasonic CBI water meter with pressure and temperature sensors. Please review warranty associated. Majority of
8		Solid State Water Meter, 8"	15	EA	\$10,470.00	\$157,170.00	Furnish a Sensus CordoneL ultrasonic CBI water meter with pressure and temperature sensors. Please review warranty associated. Majority of
9		Solid State Water Meter, 10"	1	EA	\$12,125.00	\$12,125.00	Furnish a Sensus CordoneL ultrasonic CBI water meter with pressure and temperature sensors. Please review warranty associated. Majority of
10		Solid State Water Meter, 12"	1	EA	\$13,380.00	\$13,380.00	Furnish a Sensus CordoneL ultrasonic CBI water meter with pressure and temperature sensors. Please review warranty associated. Majority of
11	Encoder Registers for Retrofit	Register for Water Meter, 3/4"	15,523	EA	\$95.00	\$1,475,915.00	No Quote. Core & Main recommends that the Town purchase the registers from Master/Meter or their distributor
12		Register for Water Meter, 1"	1,404	EA	\$95.00	\$168,420.00	No Quote. Core & Main recommends that the Town purchase the registers from Master/Meter or their distributor
13		Register for Water Meter, 1.5"	0	EA	\$250.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from Master/Meter or their distributor
14		Register for Water Meter, 2"	0	EA	\$500.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from Master/Meter or their distributor
15		Encoder Module for Water Meter, Above 2"	210	EA	\$90.00	\$19,000.00	No Quote. Core & Main recommends that the Town purchase the registers from Master/Meter or their distributor
16	AMI Endpoints	Single Port AMI Endpoint, P8 Set	31,243	EA	\$0.00	\$0.00	Please see Form C3a for pricing for single and dual port AMI Endpoint pricing.
17	Installation	Meter and AMI Endpoint Installation, 3/4"	11,610	EA	\$900.00	\$1,161,000.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), antenna box install, pre-install notification and post-door hanger.
18		Meter and AMI Endpoint Installation, 1"	987	EA	\$123.00	\$121,401.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), antenna box install, pre-install notification and post-door hanger.
19		Meter and AMI Endpoint Installation, 1.5"	536	EA	\$425.00	\$227,800.00	Pricing includes meter & endpoint install, std GPS resolution (x/- 3'), lid replacement, pre-install notification and post-door hanger.
20		Meter and AMI Endpoint Installation, 2"	554	EA	\$470.00	\$260,380.00	Pricing includes meter & endpoint install, std GPS resolution (x/- 3'), lid replacement, pre-install notification and post-door hanger.
21		Meter and AMI Endpoint Installation, 3"	27	EA	\$795.00	\$21,465.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), pre-install notification and post-door hanger.
22		Meter and AMI Endpoint Installation, 4"	100	EA	\$1,040.00	\$104,000.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), pre-install notification and post-door hanger.
23		Meter and AMI Endpoint Installation, 6"	75	EA	\$3,250.00	\$168,750.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), pre-install notification and post-door hanger.
24		Meter and AMI Endpoint Installation, 8"	15	EA	\$3,200.00	\$48,000.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), pre-install notification and post-door hanger.
25		Meter and AMI Endpoint Installation, 10"	1	EA	\$4,000.00	\$4,000.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), pre-install notification and post-door hanger.
26		Meter and AMI Endpoint Installation, 12"	1	EA	\$6,050.00	\$6,050.00	Pricing includes meter & endpoint installation, standard GPS resolution (x/- 3'), pre-install notification and post-door hanger.
27		Retrofit, Meters 2" and Under	17,127	EA	\$50.00	\$856,350.00	
28		Retrofit, Meters Above 2"	210	EA	\$50.00	\$10,500.00	
29	Pit Lids	Non-Metallic Meter Cover for Ford Gulfbx	5,319	EA	\$160.00	\$851,040.00	Furnish a Tier 15 composite antenna box and lid adjacent to the existing meter.
30		Non-Metallic Meter Cover for Ford Double Gulfbx	10,500	EA	\$160.00	\$1,680,000.00	Furnish a Tier 15 composite antenna box and lid adjacent to the existing meter.
31		Non-Metallic Meter Cover for Ford Long Yokebox	1,000	EA	\$160.00	\$160,000.00	Furnish a Tier 15 composite antenna box and lid adjacent to the existing meter.
32		Non-Metallic Meter Cover for Ford Yokebox	2,591	EA	\$160.00	\$414,560.00	Furnish a Tier 15 composite antenna box and lid adjacent to the existing meter.
33		Non-Metallic Meter Cover for 11x18 Meter Box	268	EA	\$45.00	\$12,060.00	Furnish a Tier 1511x18B2 composite meter box lid with recessed radio insert on existing meter box.
34		Non-Metallic Meter Cover for 13x24 Meter Box	268	EA	\$72.50	\$19,430.00	Furnish a Tier 1513x24B2 composite meter box lid with recessed radio insert on existing meter box.
35		Non-Metallic Meter Cover for 17x30 Meter Box	554	EA	\$120.00	\$66,480.00	Furnish a Tier 1517x30B2 composite meter box lid with recessed radio insert on existing meter box.
36	Pressure Monitoring System	Furnish and install <u>pressure sensors</u>	32	EA	\$5,445.31	\$46,249.92	Furnish a Sensus pressure monitoring system comprising one meter distribution system comprising of less than 100 sensors including the Sensus

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

37	Overall Project Management and Implementation Services	Overall Project Management and Implementation Services	1	LS	\$530,400.00	\$530,400.00	Project Management, Engineering, & Smart Utility Implementation Services
38	Software and Integrations	AMI Software Set-Up and System Integration	1	LS	\$75,000.00	\$75,000.00	Integration fees from the Town's CS & Customer Portal provider are not included.
39		CS and Consumer Portal Integration	1	LS	\$12,500.00	\$12,500.00	
40		Smart Water Platform Implementation	1	LS	\$108,000.00	\$108,000.00	
41	Training and Documentation	Training and Documentation	1	LS	\$0.00	\$0.00	Training is encompassed through the Head subscription. Additional details regarding training & documentation are included in our proposal.
42		Network-as-a-Service (Includes AMI Software)	6,288	Per Endpoint, Year 1	\$6.60	\$41,500.80	Sensur Network as a Service (Head) is a private cloud-based managed service in which Sensur owns, operates, and maintains the FleetNet.
43		Network-as-a-Service (Includes AMI Software)	12,576	Per Endpoint, Year 2	\$6.60	\$80,001.60	
44		Network-as-a-Service (Includes AMI Software)	18,864	Per Endpoint, Year 3	\$6.60	\$124,502.40	
45		Network-as-a-Service (Includes AMI Software)	25,152	Per Endpoint, Year 4	\$6.60	\$171,003.20	
46		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 5	\$7.00	\$218,701.00	
47		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 6	\$7.21	\$225,262.03	
48		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 7	\$7.43	\$232,135.49	
49		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 8	\$7.65	\$239,008.95	
50		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 9	\$7.88	\$246,194.80	
51		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 10	\$8.12	\$253,693.16	
52		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 11	\$8.36	\$261,191.48	
53		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 12	\$8.61	\$269,002.23	
54		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 13	\$8.87	\$277,125.41	
55		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 14	\$9.13	\$285,561.02	
56		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 15	\$9.41	\$293,995.63	
57		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 16	\$9.69	\$302,744.67	
58		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 17	\$9.96	\$311,805.14	
59		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 18	\$10.28	\$321,178.04	
60		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 19	\$10.59	\$330,863.37	
61	On-Going Services Costs	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 20	\$10.91	\$340,861.13	
62		Smart Water Platform (As-a-Service)	6,288	Per Endpoint, Year 1	\$9.43	\$59,295.84	
63		Smart Water Platform (As-a-Service)	12,576	Per Endpoint, Year 2	\$9.85	\$60,993.60	
64		Smart Water Platform (As-a-Service)	18,864	Per Endpoint, Year 3	\$1.26	\$61,119.36	
65		Smart Water Platform (As-a-Service)	25,152	Per Endpoint, Year 4	\$2.49	\$62,628.48	
66		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 5	\$2.08	\$64,985.44	
67		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 6	\$2.14	\$66,860.02	
68		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 7	\$2.20	\$68,734.60	
69		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 8	\$2.27	\$70,921.61	
70		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 9	\$2.34	\$73,108.62	
71		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 10	\$2.40	\$74,983.20	
72		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 11	\$2.48	\$77,482.64	
73		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 12	\$2.55	\$79,669.65	
74		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 13	\$2.63	\$80,169.09	
75		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 14	\$2.72	\$84,980.96	

Internal Use Only

RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

76	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 15	\$2.29	\$87,167.97	
77	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 16	\$2.88	\$89,979.84	
78	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 17	\$2.97	\$92,791.71	
79	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 18	\$3.05	\$95,291.15	
80	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 19	\$3.34	\$98,103.02	
81	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 20	\$3.26	\$101,227.32	
Total (C1):					\$18,464,212.03	

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

FORM C2 – ALTERNATE COST FULL METER REPLACEMENT - REVISED BY ADDENDUM 1						
Item No.	Scope Category	Item Description	Estimated Quantity	Units	Unit Price	Item Total
1	New Water Meters	Solid State Water Meter, 3/4"	27,133	EA	\$100.00	\$2,713,300.00
2		Solid State Water Meter, 1"	2,591	EA	\$174.00	\$450,834.00
3		Solid State Water Meter, 1.5"	536	EA	\$1015.00	\$544,040.00
4		Solid State Water Meter, 2"	554	EA	\$1,670.00	\$928,780.00
5		Solid State Water Meter, 3"	56	EA	\$1,430.00	\$80,520.00
6		Solid State Water Meter, 4"	189	EA	\$2,015.00	\$3,806,835.00
7		Solid State Water Meter, 6"	151	EA	\$4,535.00	\$684,785.00
8		Solid State Water Meter, 8"	30	EA	\$10,474.00	\$314,340.00
9		Solid State Water Meter, 10"	2	EA	\$12,125.00	\$24,250.00
10		Solid State Water Meter, 12"	1	EA	\$13,380.00	\$13,380.00
11	Encoder Registers for Retrofit	Register for Water Meter, 3/4"	0	EA	\$0.00	\$0.00
12		Register for Water Meter, 1"	0	EA	\$0.00	\$0.00
13		Register for Water Meter, 1.5"	0	EA	\$0.00	\$0.00
14		Register for Water Meter, 2"	0	EA	\$0.00	\$0.00
15		Encoder Module for Water Meter, Above 3"	0	EA	\$0.00	\$0.00
16	AMI Endpoints	Single Port AMI Endpoint, Pft Set	31,243	EA	\$0.00	\$0.00
17	Installation	Meter and AMI Endpoint Installation, 3/4"	27,133	EA	\$100.00	\$2,713,300.00
18		Meter and AMI Endpoint Installation, 1"	2,591	EA	\$173.00	\$389,693.00
19		Meter and AMI Endpoint Installation, 1.5"	536	EA	\$425.00	\$227,800.00
20		Meter and AMI Endpoint Installation, 2"	554	EA	\$470.00	\$2,603,800.00
21		Meter and AMI Endpoint Installation, 3"	53	EA	\$795.00	\$42,135.00
22		Meter and AMI Endpoint Installation, 4"	200	EA	\$1,040.00	\$208,000.00
23		Meter and AMI Endpoint Installation, 6"	150	EA	\$2,350.00	\$352,500.00
24		Meter and AMI Endpoint Installation, 8"	30	EA	\$3,200.00	\$96,000.00
25		Meter and AMI Endpoint Installation, 10"	2	EA	\$4,000.00	\$8,000.00
26		Meter and AMI Endpoint Installation, 12"	1	EA	\$6,000.00	\$6,000.00
27		Retrofit, Meters 2" and Under	0	EA	\$0.00	\$0.00
28		Retrofit, Meters Above 2"	0	EA	\$0.00	\$0.00
29	Pft Kits	Non-Metallic Meter Cover for Ford Gulfbox	5,319	EA	\$160.00	\$851,040.00
30		Non-Metallic Meter Cover for Ford Double Gulfbox	10,500	EA	\$160.00	\$1,680,000.00
31		Non-Metallic Meter Cover for Ford Long Yokebox	1,000	EA	\$160.00	\$160,000.00
32		Non-Metallic Meter Cover for Ford Yokebox	2,591	EA	\$160.00	\$414,560.00
33		Non-Metallic Meter Cover for 1x18 Meter Box	268	EA	\$45.00	\$12,060.00
34		Non-Metallic Meter Cover for 1x24 Meter Box	268	EA	\$72.50	\$19,430.00
35	Pressure Monitoring System	Non-Metallic Meter Cover for 1x30 Meter Box	554	EA	\$120.00	\$66,480.00
36		Furnish and install pressure sensors	32	EA	\$1,445.31	\$46,249.92
37	Overall Project Management and Implementation Services	Overall Project Management and Implementation Services	1	LS	\$587,400.00	\$587,400.00
38	Software and Integrations	AMI Software Set-Up and System Integration	1	LS	\$75,000.00	\$75,000.00
39		OS and Consumer Portal Integration	1	LS	\$12,500.00	\$12,500.00
40		Smart Water Platform Implementation	1	LS	\$300,000.00	\$300,000.00
41	Training and Documentation	Training and Documentation	1	LS	\$0.00	\$0.00
42		Network as a Service (Includes AMI Software)	6,389	Per Endpoint, Year 1	\$6.00	\$41,500.80

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

43	Network-as-a-Service (Includes AMI Software)	125.76	Per Endpoint, Year 2	\$6.60	\$83,001.60	
44	Network-as-a-Service (Includes AMI Software)	18,864	Per Endpoint, Year 3	\$6.60	\$124,502.40	
45	Network-as-a-Service (Includes AMI Software)	25,252	Per Endpoint, Year 4	\$6.60	\$171,033.60	
46	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 5	\$7.00	\$218,701.00	
47	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 6	\$7.21	\$225,262.03	
48	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 7	\$7.43	\$232,136.40	
49	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 8	\$7.65	\$239,008.95	
50	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 9	\$7.88	\$246,194.84	
51	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 10	\$8.12	\$253,693.16	
52	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 11	\$8.36	\$261,191.48	
53	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 12	\$8.61	\$269,002.23	
54	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 13	\$8.87	\$277,125.41	
55	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 14	\$9.14	\$285,561.02	
56	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 15	\$9.41	\$293,996.63	
57	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 16	\$9.69	\$302,744.67	
58	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 17	\$9.98	\$311,805.14	
59	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 18	\$10.28	\$321,178.04	
60	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 19	\$10.58	\$330,863.37	
61	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 20	\$10.93	\$340,861.13	
62	On-Going Services Costs					
	Smart Water Platform (As-a-Service)	6,388	Per Endpoint, Year 1	\$9.43	\$59,295.84	
63	Smart Water Platform (As-a-Service)	125.76	Per Endpoint, Year 2	\$4.85	\$60,993.60	
64	Smart Water Platform (As-a-Service)	18,864	Per Endpoint, Year 3	\$3.24	\$61,119.36	
65	Smart Water Platform (As-a-Service)	25,252	Per Endpoint, Year 4	\$2.49	\$62,628.48	
66	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 5	\$2.88	\$64,985.44	
67	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 6	\$2.34	\$66,860.02	
68	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 7	\$2.20	\$68,734.60	
69	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 8	\$3.37	\$70,921.61	
70	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 9	\$2.94	\$73,108.62	
71	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 10	\$2.80	\$74,983.20	
72	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 11	\$2.48	\$77,482.64	
73	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 12	\$2.55	\$79,669.65	
74	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 13	\$2.63	\$82,169.09	
75	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 14	\$2.72	\$84,980.96	
76	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 15	\$2.79	\$87,367.97	
77	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 16	\$2.88	\$89,979.84	
78	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 17	\$3.97	\$92,791.71	
79	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 18	\$3.65	\$95,291.35	
80	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 19	\$3.34	\$98,103.02	
81	Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 20	\$3.24	\$101,227.32	
Total (C2):					\$5,20,425,207.03	

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

FORM C3a - OTHER COSTS								
Item No.	Description	Price Type (Unit Price or Lump Sum)	Unit	Quantity	Unit Price	Total Line Price	Optional or Required	Notes/Comments
1	Design, permit and build water quality monitoring system	Lump Sum	EA	1	\$254,882.00	\$254,882.00	Optional	Design, permit, furnish & install four (4) water quality monitoring systems at or near proposed locations per the RFP.
2	Dual Port Meter Interface Unit, Pit Set	Unit Price	EA	10500	\$164.00	\$1,722,000.00	Required	Sensus S20M dual port AMI radio designed for use in double meter services. One dual port radio can accommodate two meters. Please see proposal response for more details relating to cost savings.
3	Single Port Meter Interface Unit, Pit Set	Unit Price	EA	10000	\$100.00	\$1,000,000.00	Required	Sensus S20M single port radio for use on single meter services.
4	CORE+ Managed Service	Lump Sum	EA	1	\$83,001.60	\$83,001.60	Optional	CORE+ managed services to be charged at a rate of \$1.10 per meter per month. CORE+ services includes 100% monthly billable reads, annual Naas fees, network/field service and maintenance, warranty repair/replacement, and extended warranty on base stations. Pricing reflects year 1 based on 6,288 meters. 3% annual escalation.
5	1" Sensus Ally meter	Unit Price	EA	1	\$450.00	\$450.00	Optional	Furnish & install 1" Sensus electromagnetic residential water meter. The Ally meter includes an integral 3-way ball valve that can be remote operated as well as pressure & temperature sensor that add versatility to the Town's pressure and water quality initiatives.
6	Submeter GPS (Survey grade)	Unit Price	EA	31243	\$14.25	\$445,212.75	Required	
7	Non-traffic rated antenna box and lid (alternate option)	Unit Price	EA	20500	\$12.00	\$246,000.00	Optional	A cost-effective alternative antenna box, rated for incidental and non-deliberate traffic to be installed in non-traffic areas adjacent to existing gulf or yoke-style meter boxes. Please see our response for a breakdown of the potential price savings in lieu of the Tier-15 antenna box & lid.
8	Site Survey	Unit Price	EA	31243	\$20.00	\$624,860.00	Optional	Labor only. Pre-installation assessment condition of meter, box & lid to include workorder & pictures
9	Pre-install Notification (additional)	Unit Price	EA	1	\$7.00	\$7.00	Optional	Pre-installation notification including paper, printing & postage.
10	Lid Drilling - Plastic	Unit Price	EA	1	\$7.00	\$7.00	Optional	Contingency (labor only) - Drill MIU hole in existing plastic lid
11	Lid Drilling - Metal	Unit Price	EA	1	\$25.00	\$25.00	Optional	Contingency (labor only) - Drill MIU hole in existing metal lid
12	Replace Meter Box	Unit Price	EA	1	\$110.00	\$110.00	Optional	Contingency (labor only) - Replace 5/8" to 1" meter box in grass, dirt, or similar
13	Replace Meter Box	Unit Price	EA	1	\$225.00	\$225.00	Optional	Contingency (labor only) - Replace 1-1/2 and 2" meter box in grass, dirt, or similar
14	Box Raising/Lowering/Resetting	Unit Price	EA	1	\$75.00	\$75.00	Optional	Contingency (labor only) - Raising, lowering or resetting a 5/8" to 1" meter box
15	Box Raising/Lowering/Resetting	Unit Price	EA	1	\$185.00	\$185.00	Optional	Contingency (labor only) - Raising, lowering or resetting 1-1/2 or 2" meter box
16	Removal & Disposal of Landscape	Unit Price	EA	1	\$185.00	\$185.00	Optional	Contingency (labor only)
17	Hazardous Waste Disposal	Unit Price	EA	1	\$7.00	\$7.00	Optional	Contingency (labor only) - Hazardous waste disposal for each radio/end point
18	Confined Space Entry	Unit Price	EA	1	\$925.00	\$925.00	Optional	Contingency (labor only)
19	Manual Inventory Scanning Setup Fee	Unit Price	EA	1	\$7,500.00	\$7,500.00	Optional	Up of 5,000 items
20	Meter salvage credit	Unit Price	EA	12500	-\$1.50	-\$18,750.00	Required	Credit for materials eligible for recycling or if disposal results in a credit.
21	Furnish & Install iHydrant Pressure Monitoring retrofit kit	Unit Price	EA	1	\$4,075.00	\$4,075.00	Optional	Furnish & install iHydrant retrofit kit on any existing Clow, M&H or Kennedy fire hydrant. Pricing includes the kit, labor and annual fee.
22	Furnish & Install iHydrant Pressure Monitoring hydrant	Unit Price	EA	1	\$11,000.00	\$11,000.00	Optional	Furnish & install new iHydrant fire hydrant. Pricing includes new hydrant, labor and annual fee.
23	Waterloss Risk Assessment, Acoustic and Sensor Design, Data Design	Unit Price	EA	1	\$21,692.00	\$21,692.00	Optional	

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

[illegible]

Internal Use Only



RFP No. EVN000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

FORM C3b - OTHER COSTS								
Item No.	Description	Price Type (Unit Price or Lump Sum)	Unit	Quantity	Unit Price	Total Line Price	Optional or Required	Notes/Comments
1	Design, permit and build water quality monitoring system	Lump Sum	EA	1	\$254,882.00	\$254,882.00	Optional	Design, permit, furnish & install four (4) water quality monitoring systems at or near proposed locations per the RFP.
2	Dual Port Meter Interface Unit, Pit Set	Unit Price	EA	10500	\$164.00	\$1,722,000.00	Required	Sensus 520M dual port AMI radio designed for use in double meter services. One dual port radio can accommodate two meters. Please see proposal response for more details relating to cost savings.
3	Single Port Meter Interface Unit, Pit Set	Unit Price	EA	10000	\$100.00	\$1,000,000.00	Required	Sensus 520M single port radio for use on single meter services.
4	CORE+ Managed Service	Lump Sum	EA	1	\$83,001.60	\$83,001.60	Optional	CORE+ managed services to be charged at a rate of \$1.10 per meter per month. CORE+ services includes 100% monthly billable reads, annual NaaS fees, network/field service and maintenance, warranty repair/replacement, and extended warranty on base stations. Pricing reflects year 1 based on 6,288 meters. 3% annual escalation.
5	1" Sensus Ally meter	Unit Price	EA	1	\$450.00	\$450.00	Optional	Furnish & install 1" Sensus electromagnetic residential water meter. The Ally meter includes an integral 3-way ball valve that can be remote operated as well as pressure & temperature sensor that add versatility to the Town's pressure and water quality initiatives.
6	Submeter GPS (Survey grade)	Unit Price	EA	31243	\$14.25	\$445,212.75	Required	A cost-effective alternative antenna box, rated for incidental and non-deliberate traffic to be installed in non-traffic areas adjacent to existing gulf or yoke-style meter boxes. Please see our response for a breakdown of the potential price savings in lieu of the Tier-15 antenna box & lid.
7	Non-traffic rated antenna box and lid (alternate option)	Unit Price	EA	20500	\$12.00	\$246,000.00	Optional	Labor only. Pre-installation assessment condition of meter, box & lid to include work order & pictures.
8	Site Survey	Unit Price	EA	31243	\$20.00	\$624,860.00	Optional	Pre-installation notification including paper, printing & postage.
9	Pre-install Notification (additional)	Unit Price	EA	1	\$7.00	\$7.00	Optional	Contingency (labor only) - Drill MIU hole in existing plastic lid
10	Lid Drilling - Plastic	Unit Price	EA	1	\$7.00	\$7.00	Optional	Contingency (labor only) - Drill MIU hole in existing metal lid
11	Lid Drilling - Metal	Unit Price	EA	1	\$25.00	\$25.00	Optional	Contingency (labor only) - Replace 5/8" to 1" meter box in grass, dirt, or similar
12	Replace Meter Box	Unit Price	EA	1	\$110.00	\$110.00	Optional	Contingency (labor only) - Replace 1-1/2 and 2" meter box in grass, dirt, or similar
13	Replace Meter Box	Unit Price	EA	1	\$225.00	\$225.00	Optional	Contingency (labor only) - Raising, lowering or resetting a 5/8" to 1" meter box
14	Box Raising/Lowering/Resetting	Unit Price	EA	1	\$75.00	\$75.00	Optional	Contingency (labor only) - Raising, lowering or resetting 1-1/2 or 2" meter box
15	Box Raising/Lowering/Resetting	Unit Price	EA	1	\$185.00	\$185.00	Optional	Contingency (labor only)
16	Removal & Disposal of Landscape	Unit Price	EA	1	\$185.00	\$185.00	Optional	Contingency (labor only) - Hazardous waste disposal for each radio/end point
17	Hazardous Waste Disposal	Unit Price	EA	1	\$7.00	\$7.00	Optional	Contingency (labor only)
18	Confined Space Entry	Unit Price	EA	1	\$925.00	\$925.00	Optional	Up to 5,000 items
19	Manual Inventory Scanning Setup Fee	Unit Price	EA	1	\$7,500.00	\$7,500.00	Optional	Credit for materials eligible for recycling or if disposal results in a credit.
20	Meter salvage credit	Unit Price	EA	12500	-\$1.50	-\$18,750.00	Required	Furnish & install iHydrant retrofit kit on any existing Clow, M&H or Kennedy fire hydrant. Pricing includes the kit, labor and annual fee.
21	Furnish & Install iHydrant Pressure Monitoring retrofit kit	Unit Price	EA	1	\$4,075.00	\$4,075.00	Optional	Furnish & install new iHydrant fire hydrant. Pricing includes new hydrant, labor and annual fee.
22	Furnish & Install iHydrant Pressure Monitoring hydrant	Unit Price	EA	1	\$11,000.00	\$11,000.00	Optional	
23	Waterloss Risk Assessment, Acoustic and Sensor Design, Data Design	Unit Price	EA	1	\$21,692.00	\$21,692.00	Optional	
24	Water Loss District Metering Area Design, Site Locations, and Data Design	Unit Price	EA	1	\$16,040.00	\$16,040.00	Optional	
25	Final Water Loss Pipeline Analysis, Calculations & Sensor Placements	Unit Price	EA	1	\$16,000.00	\$16,000.00	Optional	
26	Engineering Report for final design per FDEP Standards for state funding	Unit Price	EA	1	\$36,000.00	\$36,000.00	Optional	
27	Technology Vendors - Progress monitoring, coordination & reporting	Lump Sum	EA	1	\$135,000.00	\$135,000.00	Optional	In-person monthly meetings, 12 months.
28	Sensor deployments	Unit Price	EA	1	\$26,000.00	\$26,000.00	Optional	
29	Quality Assurance & quality control program	Unit Price	EA	1	\$65,000.00	\$65,000.00	Optional	
30	Utility Training & Onboarding	Unit Price	EA	1	\$46,000.00	\$46,000.00	Optional	
31	Smart Water Systems - Data & Systems Integration (leak detection)	Unit Price	EA	1	\$50,500.00	\$50,500.00	Optional	Smart Water Engine data & system integration for leak detection and management.
32	Smart Water Systems - Data & Systems Integration (leak detection) - SaaS annual fee	Unit Price	EA	1	\$72,350.00	\$72,350.00	Optional	Smart Water Engine - Leak Detection on SaaS Annual fee, 3% annual escalation
Total (C3b):						\$4,866,564.35		

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

FORM C5 - LABOR RATES		
Staff Position Title/Role	Position Description	Hourly Rate
Program Manager	Services for Program Manager to come on-site to coordinate outside of the original Scope of Work	\$300.00
Project Manager	Services for Project Manager to come on-site to coordinate outside of the original Scope of Work	\$300.00
Technical Analyst	Data Analyst	\$200.00
Integration Developer 1		\$0.00
Integration Developer 2		\$0.00
Trainer 1		\$0.00
Trainer 2		\$0.00
Engineering Principal	Professional Engineer to review project reports and documents	\$330.00
Data Principal	Database architecture integration and design	\$300.00
Technician	Field support and verification	\$180.00
Administrative Assistant	Administrative assistant to support project staff	\$140.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

FORM C6 - ASSUMPTIONS		
Item No.	Assumptions	Form/Item Reference
1	Prices for materials include current tariff amounts. In the event tariffs are reduced, Core & Main will reduce its prices by the same amount. If tariff amounts increase, Core & Main will provide evidence of the increase and request approval by the Town to include to the unit price.	
2	Payment & Performance Bond - Includes coverage for hardware and installation during the initial 5 year construction phase and additional 1 year for workmanship warranty coverage. Does not include annual SaaS/NaaS fees.	
3	Pricing for hardware is fixed for 5 years from October 1, 2025 and assumes the Town will agree to pay for stored materials.	
4	Pricing for installation assumes that meters are "like for like". Installation pricing is good through Year 2 after which an annual increase based on CPI will apply to all labor unit rates for each subsequent project year (Years 3 through 5).	
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		

. Internal Use Only



RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

23		
24		

. Internal Use Only

3

ADDITIONAL INFORMATION

3. Additional Information



NETWORK-AS-A-SERVICE NAAS OVERVIEW



Core & Main understands the challenges our customers face in day-to-day operations. CORE+ was developed as a flexible, scalable solution to help utilities navigate these challenges by providing integrated smart metering systems, projects & services, advanced monitoring, and software solutions.

Core & Main's CORE+ Managed Services Program enables the Town of Jupiter to experience the industry's highest level of Network as a Service (NaaS+) across its service territory. As part of this CORE+ program, local, experienced, and dedicated service technicians monitor and maintain all elements of the Advanced Metering Infrastructure, including the network, the Sensus meters and Endpoints, to provide 100% network availability and billable reads monthly. With CORE+ NaaS+, the Town can rest assured that the new metering network infrastructure will remain at peak operational performance, even during outages and disaster recovery. This service will enable the Town's staff to focus on the business of water and not on infrastructure operations and maintenance.

Key benefits:

- Core & Main can install all Client-owned network equipment and data backhaul services.
- Core & Main can provide local, dedicated, and qualified service technicians.
- Core & Main can proactively monitor and manage the health, performance, and reliability of the AMI system.
- Core & Main can perform all AMI infrastructure manufacturer-recommended maintenance.
- Core & Main can guarantee 100% billable reads, monthly, across the service territory.
- Core & Main can perform all required software/firmware updates for network components.
- Core & Main can be the single point of contact.
- Core & Main can troubleshoot and resolve all network infrastructure issues.
- Core & Main can troubleshoot and resolve all endpoint issues.
- Core & Main can provide a software dashboard with field work order and repair information.
- Core & Main can administer all aspects of the equipment warranty and RMA process.
- Core & Main can provide monthly reports for all warranty-related transactions.
- Core & Main can maintain an inventory of AMI network components, meters, and endpoints.
- Core & Main can provide a mobile AMI Network during outages and disaster recovery.
- Core & Main can provide annual AMI solution training (up to eight hours).



CORE & MAIN + SENSUS + VERTEXONE LETTER OF RECOMMENDATION



7/10/2025

Town of Jupiter
210 Military Trail,
Jupiter, FL 33458
RE: RFP W2325 Advanced Metering Infrastructure

To whom it may concern,

I am writing today to express our full endorsement for Sensus/Core & Main as a VertexOne certified AMI solution provider.

For more than 15 years, Sensus/Core & Main and VertexOne have partnered to deliver over 100 proven and successful integrations for our customers.

"Our partnership with Sensus allows our team to deliver a solution that can only be described as best-in-class. Sensus' AMI solution, coupled with its unparalleled industry expertise, make it the ideal partner for utilities looking to drive innovation and experience greater value from every customer. We look forward to several more decades of successful partnership." -- Ed Solar, CSO, VertexOne

Paymentus' track record throughout the world of billing and payments has earned it best-in-class status, and continues to set the standard for utility billing and payments. Most prominently, Paymentus enables advanced payment channels and bill notification services that deliver bills and communication directly to customers' preferred channels. A few innovative and critical components utilities are currently leveraging to derive greater value from their billing and payments include:

- Paymentus Payment API for real-time data connections to network partners
- PayPal In-App payments and notifications where users can be notified bills are ready to be paid
- Virtual assistant services for payments, notifications, and account information
- In-Person payment services at local stores such as Walmart
- Safe and Secure Service for CSR payments entry

We have made Sensus one of our only certified open network payment solution provider due to their ability to serve all your customers through industry leading meters and network. VertexOne is committed to enabling a certified integration, which allows our joint clients to achieve a seamless experience between the two software solutions.

If you require a more in-depth explanation of any part of this letter or would like more information, please do not hesitate to contact us.

Sincerely,

Ed Solar
CSO
Ed.Solar@VertexOne.ai

4

PROPOSAL FORMS

4. Proposal Forms





PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION

Please find Proposal Acknowledgement and Certification Form enclosed on the following pages.



PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION

Respondent Company Name: Core & Main LP

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR
ADVANCED METERING INFRASTRUCTURE (W2325)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned, as Respondent, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned further declares that he has carefully and to his full satisfaction examined the RFP Documents, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, and that he has read all addenda issued prior to the opening of Proposals; and that he has fully examined the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Design, furnish and install a turnkey Advanced Metering Infrastructure (AMI) system to replace the Town of Jupiter Water Utility's existing Automated Meter Reading (AMR) system. The AMI system shall be designed to improve customer experience, provide long term accuracy of water billing, improve meter reading efficiency, and provide the means to monitor flow throughout the distribution system. The AMI system to be installed under this contract shall include all the necessary components and services to setup and run the system, not limited to meters, endpoints, meter box lids, network infrastructure, software, and all other necessary and ancillary components for a complete and functional system. The AMI system should be capable of supporting future additional upgrades such as district metering, pressure monitoring, and water quality monitoring.

The undersigned further declares that he proposes to provide the services required by the contract within the specified time in this Proposal for the prices indicated within Appendix C – Price Proposal Schedule.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Final Completion:	5 years from Notice to Proceed
System Support Services Term:	15 years from Final Completion Date

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times includes Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

The undersigned agrees that all RFP documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive proposal. The undersigned acknowledges receipt of 4 (insert number) Addenda for this Proposal.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorneys, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Proposal and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Proposal shall be returned to the undersigned.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a combined payment and performance bond in the amount of 100% of the contract value as set forth in Part III – Instructions for Preparing Proposals.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 to 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.



PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

The undersigned states that this proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE July 15, 2025

CONTRACTOR NAME Core & Main LP

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 03-0550887
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Moslehedin Rezakhani, District Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL mo.rezakhani@coreandmain.com

BUSINESS ADDRESS 1101 W. 17th St., Riviera Beach, FL 33404

BUSINESS TELEPHONE (561) 848-4396

STATE OF ~~INCORPORATION~~ FLORIDA

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

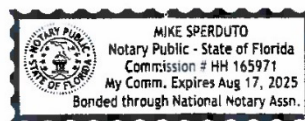
None

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

William James, Construction Manager. William.James@coreandmain.com (601) 433-6458

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 15th day of July, 20 25 by Moslehedin Rezakhani of Core & Main LP, who ☒ is personally known to me or ☐ has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]





NOTARY PUBLIC



PROPOSER'S QUESTIONNAIRE - REVISED

Please find Proposer's Questionnaire – Revised by Addendum 2 enclosed on the following pages.



PROPOSER'S QUESTIONNAIRE – REVISED BY ADDENDUM 2
ADVANCED METERING INFRASTRUCTURE (W2325)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Respondent waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the respondent.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 15th day of July, 2025.

Core & Main LP

Name of Organization/Respondent

Submitted by: Moslehedin Rezakhani, District Manager
Name and Title


Signature

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)

2. If a Corporation, answer the following:

When incorporated _____

In what State _____

Name of Officers: President _____

Vice President _____

Secretary _____

Treasurer _____

3. If a Partnership, answer the following:

Date of organization November 22, 2004

General Limited Partnership Limited partnership formed in the state of Florida

Name and address of each partner:

Core & Main Intermediate GP, LLC - 1830 Craig Park Court, St. Louis, MO 63146

Core & Main Midco, LLC - 1830 Craig Park Court, St. Louis, MO 63146



4. Contractor's name and main office address, telephone, fax number, and e-mail address, contact person:

Core & Main LP, 1830 Craig Park Court, St. Louis MO 63146

5. Contractor's previous names (if any)

What year(s)

HD Supply Waterworks, Ltd.

10/25/2006 - 08/28/2017

Hughes Water & Sewer, Ltd.

11/22/2004 - 10/24/2006

6. State the number of years your company has been in business: 20.5 years

7. State the number of years your company has been doing business as a licensed ~~General Contractor~~ Underground Utility and Excavation Contractor, licensed Plumber, or licensed Water Distribution System Operator in the State of Florida. List license number and qualifier name:

7 years License No. CUC1225503

Qualifier: Arch Steven Bruntlett, Jr.

8. Describe organization profile, including the size, range of activities, equipment owned, licenses, etc.

See Attached

(Attach additional pages if necessary)

9. Has the Respondent or any principals of the applicant's organization failed to qualify as a responsible, qualified bidder/respondent on previous bids/RFP's; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been litigation on any contract in the last five (5) years? If yes, please explain:

To the best of its knowledge, with respect to AMI water meter projects it sold to its customers in the state of Florida during the past five (5) years, Core & Main LP has not failed to qualify as a responsible, qualified bidder/respondent on previous bids/RFP's; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been involved in litigation on any contract in the last five (5) years.



10. Has the respondent or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (X)

If yes, please explain:

To the best of its knowledge.

11. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

To the best of its knowledge, Core & Main LP has not been involved in any lawsuits pending or completed, during the past five years, in the state of Florida, involving AMI water meter projects it sold to its customers.

12. List any judgments from lawsuits in the last five (5) years:

To the best of its knowledge, Core & Main LP has not been subjected to any judgments during the past five years, in the state of Florida, involving AMI water meter projects it sold to its customers.

13. List any criminal violations and/or convictions of the proposer and/or any of its principals:

To the best of its knowledge, Core & Main LP has had no criminal violations and/or convictions in the state of Florida during the past five years.

14. Is Contractor claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No (X)

If "Yes" was checked, include a copy of certificate with proposal.

15. Explain any recalls or operating issues experienced with the proposed AMI meter products in the last five (5) years. List the Utility reference who experienced the problems.

None.

(End of Proposer's Questionnaire)



Town of Jupiter, Florida

Request for Proposals – Advanced Metering Infrastructure (W2325)

Proposer: Core & Main LP

Proposer's Questionnaire – Revised by Addendum 2

Question 8 – Describe organization profile, including the size, range of activities, equipment owned, licenses, etc.

Core & Main LP Response:

Core & Main LP is a limited partnership established in Florida in 2004 and built on the foundation of 80+ legacy companies, including HD Supply Waterworks, Hughes Supply, and National Waterworks. Our products are integral to building, repairing, and maintaining water and wastewater systems. They serve as part of the basic municipal infrastructure required to support population and economic growth, including residential and commercial construction. Core & Main holds a **leading market position** in the United States for water, sewer, storm drain, and fire protection products.

Headquartered in St. Louis, Missouri, we have over 5,500 employees across 49 states and over 350 locations that strive daily to provide local knowledge, experience, and service nationwide.

Core & Main holds a Certified Underground Utility and Excavation Contractor License in the state of Florida, which further supports our qualifications for serving the Town and its residents through this project.

Confidential



REFERENCE CHECK FORMS – CORE & MAIN

REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main LP	
Proposer's Subcontractor Name (if applicable): N/A	
Reference Company Name: Seacoast Utility Authority	
Person to Contact: Channa Martinez	
Job Title: Billing/Field Technician Supervisor	
Email: cmartinez@sua.com	Telephone #: 561-627-2900; 1419

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

--

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes () No () Maybe ()



REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main	
Proposer's Subcontractor Name (if applicable): N/A	
Reference Company Name: City of Sanford, FL	
Person to Contact: Elizabeth Dwyer	
Job Title: Customer Service Supervisor	
Email: Elizabeth.Dwyer@sanfordfl.gov	Telephone #: 407-688-5102

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

--

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes () No () Maybe ()



REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325

Town of Jupiter Project Name: Advanced Metering Infrastructure

Proposing Company Name: Core & Main LP

Proposer's Subcontractor Name (if applicable): N/A

Reference Company Name: Palm Beach County Water Utilities

Person to Contact: Ronneshia William

Job Title: Director of Customer Service and Communications

Email: rwilliams@pbwater.com

Telephone #: 561-493-6203

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this firm again? Yes () No () Maybe ()



REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main LP	
Proposer's Subcontractor Name (if applicable): N/A	
Reference Company Name: City of Deerfield Beach	
Person to Contact: Faye Webster	
Job Title: Revenue Collections Manager	
Email: fwebster@deerfield-beach.com	Telephone #: 954-480-4276

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes () No () Maybe ()



REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main	
Proposer's Subcontractor Name (if applicable): N/A	
Reference Company Name: Miami Dade Water & Sewer	
Person to Contact: Juan Pelay	
Job Title: Metering Division Chief	
Email: Juan.Pelay@miamidade.gov	Telephone #: 786-229-2354

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes () No () Maybe ()



SUBCONTRACTOR REFERENCE CHECK FORMS – VEPO

REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main	
Proposer's Subcontractor Name (if applicable): VEPO Metering South, LLC	
Reference Company Name: Palm Beach County Water Utility District	
Person to Contact: Ronneshia Williams	
Job Title: Manager - Utility Customer Service	
Email: rwilliams@pbwater.com	Telephone #: (561) 740-4611

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes ☐ No ☐ Maybe ☐

Town of Jupiter Utilities
RFP for Advanced Metering Infrastructure (W2325)

Page 42



REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main	
Proposer's Subcontractor Name (if applicable): VEPO Metering South, LLC	
Reference Company Name: City of Naperville, IL	
Person to Contact: Katy Librizzi	
Job Title: Project Manager-Department of Public Utilities Water/Wastewater	
Email: librizzik@naperville.il.us	Telephone #: (630) 305-5994

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes ☐ No ☐ Maybe ☐

Town of Jupiter Utilities
RFP for Advanced Metering Infrastructure (W2325)

Page 42



REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main	
Proposer's Subcontractor Name (if applicable): VEPO Metering South, LLC	
Reference Company Name: City of Orangeburg, SC	
Person to Contact: Gene Ulmer	
Job Title: Superintendent of Water Systems	
Email: gulmer@orbgdpu.com	Telephone #: (803) 268-4407

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes ☐ No ☐ Maybe ☐

Town of Jupiter Utilities
RFP for Advanced Metering Infrastructure (W2325)

Page 42



REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: W2325	
Town of Jupiter Project Name: Advanced Metering Infrastructure	
Proposing Company Name: Core & Main	
Proposer's Subcontractor Name (if applicable): VEPO Metering South, LLC	
Reference Company Name: Loudoun Water	
Person to Contact: Michael Rowe	
Job Title: Manager of Field Services	
Email: mrowe@loudounwater.org	Telephone #: (521) 291-7908

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to this form to JonathanB@jupiter.fl.us prior to July 15, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this firm? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes ☐ No ☐ Maybe ☐

Town of Jupiter Utilities
RFP for Advanced Metering Infrastructure (W2325)

Page 42



CONTRACTOR SAFETY QUALIFICATION FORM

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION																								
Company Name: Core & Main LP																								
Address 1: Corporate Office: 1830 Craig Park Ct																								
Address 2:																								
City, State, Zip: St. Louis, MO 63146																								
Telephone No.: (314) 432-4700																								
Fax No.:																								
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS																								
Company Name: Core & Main Intermediate GP, LLC – General Partner (Delaware LLC)																								
Address: 1830 Craig Park Court																								
City, State, Zip: St. Louis, MO 63146																								
Relationship: General Partner																								
Company Name: Core & Main Midco, LLC – Limited Partner (Delaware LLC)																								
Address: 1830 Craig Park Court																								
City, State, Zip: St. Louis, MO 63146																								
Relationship: Limited Partner																								
SECTION 3: INSURANCE COVERAGE																								
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following: - General Commercial Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Worker's Compensation Insurance																								
3.2 How long have you been covered by your current provider of Worker's Compensation Insurance?																								
Since Aug 1, 2022																								
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years:																								
<table border="1"><thead><tr><th>Year</th><th>Intrastate EMR</th><th>Interstate EMR</th><th>Comments</th></tr></thead><tbody><tr><td>2025</td><td></td><td>1.11</td><td></td></tr><tr><td>2024</td><td></td><td>1.14</td><td></td></tr><tr><td>2023</td><td></td><td>1.44</td><td></td></tr><tr><td>2022</td><td></td><td>1.33</td><td></td></tr><tr><td>2021</td><td></td><td>1.27</td><td></td></tr></tbody></table>	Year	Intrastate EMR	Interstate EMR	Comments	2025		1.11		2024		1.14		2023		1.44		2022		1.33		2021		1.27	
Year	Intrastate EMR	Interstate EMR	Comments																					
2025		1.11																						
2024		1.14																						
2023		1.44																						
2022		1.33																						
2021		1.27																						



CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:						
Name: Willis Towers Watson Northeast, Inc						
Address 1: 200 Liberty Street						
Address 2:						
City, State, Zip: New York, NY 10281						
Telephone No.: (212) 915-8712						
If you do not have an EMR, please explain: N/A						
SECTION 4: INJURY AND FATALITY INFORMATION						
4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:						
Statistic	Year: 2024		Year: 2023		Year: 2022	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	48	0.80	45	0.90	33	0.72
Restricted Workday Cases	39	DART = 1.50	39	DART = 1.70	46	DART = 1.72
Medical Treatment (not First Aid) Cases	108		104		101	
Total Illness Cases	0		0		0	
Total Recordable Cases	108	1.90	104	2.11	101	2.23
Fatalities	0		0		0	
4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below: N/A						



CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

SECTION 5: SAFETY MEETINGS

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

- Field Supervisors? ☒ Yes ☐ No Frequency: Monthly
- Employees? ☒ Yes ☐ No Frequency: Monthly
- New Hires? ☒ Yes ☐ No Frequency: Monthly
- Subcontractors? ☐ Yes ☒ No Frequency: N/A

SECTION 6: SAFETY AUDITS

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

☐ Yes ☒ No *This can be coordinated, if necessary.

Name: _____ Title: _____

How frequently will the representative visit the project site? _____

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

Please see attached

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

Name: Adrienne Fontaine Title: Director, EHS

Telephone No.: (470) 380.5921

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

Please see attached

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Adrienne Fontaine Title: Director, EHS

Signature: Adrienne Fontaine Date: 7/7/2025



Core & Main Contractor Questions for Bid Request

Contents

Management.....	2
Environmental, Health, & Safety	2
Environmental, Health & Safety Policy.....	2
Incidents and Investigations.....	2
Drug and Alcohol Program	2
Safety Meetings.....	2
PPE Requirements	2
Site & Location Inspections	3
Hazardous Waste.....	3
Training	3
Policies & Procedures	3
Training Programs- online learning center	3
Core & Main Codes	4
Fire Protection	4
Plumbing Equipment Wholesaler	Error! Bookmark not defined.
DOT Number.....	4
Federal Employer Identification Number	4
Dun & Broadstreet Credit Reports	4
OSHA Violations	4
Our Statistics.....	4
Workman Comp Modifier Rate (EMR)	4
Employee Work Hour.....	4
Total Recordable Cases.....	4
Total Restricted Work & Job Transfer Cases	4
Total LT Cases	4
Total LT Work Days	4
Recordable Incident Rate (RIR)	4
Total Lost Day Incident Rate (TLIR)	4
Restricted Duty or Job Transfer Days	4
DART.....	4
Fatalities.....	4
Products and Services	5
Core & Main Products	5
Value Add Services	5

Management

Leaders of the Environmental, Health, and Safety program are as follows:

- Adrienne Fontaine - Director of Environmental, Health, and Safety
- Alexis Daniels - Senior Manager of Environmental, Health, and Safety – Waterworks
- Wayne Page - Senior Manager of Environmental, Health & Safety – Fire Protection
- Matt Huffman – Manager of Environmental, Health & Safety – Fusion, Supply, Ancillary Services
- Billy Skeen – Manager of Environmental Health & Safety – Geosynthetics
- Brooke Handley – Manager of Environmental Health & Safety – Due Diligence, Environmental Compliance
- Justin Glenn-Senior Manager, Fleet
- Designated Safety Captains-volunteers per site
- Designated Environmental Associates-volunteers per site

Environmental, Health, & Safety

Company Environmental, Health & Safety Policy

Please reference the EHS Commitment Statement on page 6 of this document as well as the list of policies & programs on Page 3.

Incidents and Investigations

All incidents at any Core & Main job site or location, that result in injury, spills, property damage, near miss, fire, explosion, etc., are investigated and a root cause is identified. Investigation by the Designated Safety Captain, Safety Team, and EHS along with any other parties involved is paramount. Core & Main utilizes a 3rd party contractor, Gallagher Bassett to manage all incident claims report tracking, and daily maintenance of the OSHA 300 logs for all locations.

Depending on the severity of the incident, Lessons Learned will be created, and passed down to all locations. In addition, associates are encouraged at all Core & Main locations to participate in the ProActive Safety Program and submit Safety Suggestions and Near Misses.

Drug and Alcohol Program

Core & Main has training and extensive drug & alcohol policies for commercial drivers and all other associates. All associates, and CDL drivers, per DOT regulations must submit and pass a pre-employment drug screening as a condition of employment. In addition, in cases where a CDL driver has a history of a positive drug test, or refusal to drug test from a previous employer, Core & Main has the right to take disciplinary action or termination of the candidate prior to the first day of work. All CDL drivers are required to submit to unannounced, random drug and alcohol screenings per DOT regulations, and if there is reasonable suspicion.

All CDL and non-CDL drivers are required to submit to post-accident drug and alcohol test. Associates are not able to perform any Safety-Sensitive functions during the till the results are available. Refusal to submit, a positive result is returned, or the CDL driver conducts a Major Work Rule Violation, the driver will be terminated.

Safety Meetings

Core & Main has a variety of safety meetings requirements:

- Safety Team Meetings lead by Safety Captain (volunteers),
- Safety Stand-Downs-as needed/all associates.
- Toolbox Talks- as needed/all associates.

PPE Requirements

All Core & Main affected associates, based on job requirements and tasks are required to wear the PPE identified for that job task such as: safety glasses, hearing protection, safety shoes, hard hats, fall protection, flame resistant clothing, face

shields, and gloves, and/or respirators. In addition, all associates are placed in the Core & Main Hearing Conservation program if their work environment warrants such action.

Site & Location Inspections

Daily, Weekly, and Monthly Inspections are conducted based on equipment manufacture requirements, and Core & Main Site Policies. Designated Environmental Associates "DEA's" and Designated Environmental Coordinators "DEC's" are responsible for maintaining and inspecting the Central Accumulation and Satellite Accumulation Areas.

Hazardous Waste

Generally, DOT/EPA regulated Hazardous or Toxic waste is not generated at Core & Main Branches, apart from the disposal of expired material, used oil, and light bulbs. Recycling is strongly encouraged for any materials that can be managed in such a manner.

Training

New employee training for all associates consists of: Workplace Illness and Injury Prevention, Personal Protective Equipment Assessment, Lock Out Tag Out Awareness, and OSHA Appendix D Acknowledgement. Additional job specific training is also included in associate's core training requirements. If specialized training is needed, based on job task or duty, it will be provided. Branch specific compliance training records can be provided upon request. Below is a general list of policies and programs that Core & Main provides.

Policies & Procedures

- Asbestos Awareness
- Bloodborne Pathogens
- Cargo Training
- Commercial Driver Motor Vehicle Inspection
- Commercial Driver Safety Orientation (8 Modules)
- Confined Space Entry
- Cranes and Hoisting Equipment
- Driver Safety Basics
- EHS Safety Teams and Meetings
- Electrical Safety
- Equipment and Tool Safety
- Fire Prevention and Code Compliance
- First Aid and CPR
- General Workplace Safety
- Hazard Communication
- Hazardous Materials (HMIS & HMBP)
- Hazardous Waste Management
- Hearing Conservation
- Heat Illness Prevention
- Heat Illness Prevention Training
- Hot Work
- Incident and Emergency Management
- Injury and Illness Prevention Plan (IIPP)
- Lift Equipment Operator Training
- Lift Equipment Safety
- Lockout Tagout
- Machine Guarding
- Machine Operating Procedures
- Mine Safety & Health Administration Training
- New Hire EHS Orientation
- Personal Protective Equipment
- Regulatory Agency Inspections, Correspondence and Citations
- Respiratory Protection
- Spill Prevention Control & Countermeasures Sprains and Strains Initial Training
- Trenching and Excavation Safety
- Walking and Working Surfaces/Fall Protection
- Workplace EHS Inspections

Training Programs- online learning center

Additional branch and job specific training can be made available upon request. Below is a general list of basic safety training that is required for most of our branch-based associates. We also have a full training program specific to our commercial drivers and DOT compliance.

EHS GENERAL TRAINING

- New Hire EHS Orientation (Includes Initial Hazard Communication Training)
- Lift Equipment Safety Training
- Job Specific Equipment SOP Training

ENVIRONMENTAL TRAINING

- Transporting Hazardous Material General Awareness
- Initial & Annual Refresher DEA Training for Hazardous Waste Management

HEALTH TRAINING

- Heat Illness Prevention Training
- Hearing Conservation
- Respiratory Protection

Core & Main Codes

Core & Main Codes					
	NACIS	SIC	USDOT	FEIN	Credit Report
Fire Protection	423850	5087			
Waterworks	423720	5074			
Concrete Materials	327390	3272			
Geosynthetics	423390	5039			
Gas Metering	332996	3432			
DOT Number			3024102		
Federal Employer Identification Number				03-0550887	
Dun & Broadstreet Credit Reports					627564029

OSHA Violations – 2020 - Present

Core & Main OSHA Violations			
Date of Violation	Location/Region	Type	Description
7/23/2024	Fed OSHA	Other	Area around electrical panel blocked by equipment
4/17/2024	NJOSHA	Other	Electrical hazards, housekeeping, sling inspections
12/15/2023	NCOSHA	Other	Lift equipment operation approaching people
09/06/22	NHOSHA	Other	Area around electrical panel used for storage & unstable material stacking
01/29/2020	ILOSHA	Other	Guarding device failed to protect employees from rotating parts
01/29/2020	ILOSHA	Other	Electrical equipment not installed per manufacturer instructions

Our Statistics – 2020 - Present

	2024	2023	2022	2021	2020
Workers' Comp Experience Modifier Rate (EMR)	1.14	1.44	1.33	1.27	1.08
Employee Work Hours	11,332,693	10,041,702	9,168,286	8,506,802	7,435,360
Total Recordable Cases	108	104	101	108	92
Total Restricted & Transfer Cases	39	39	46	36	35
Total Lost Time Cases	48	45	33	57	42
Total Lost Work Days	1924	2656	1009	1707	1874
Recordable Incident Rate (RIR)	1.90	2.11	2.23	2.54	2.47
Total Lost Day Incident Rate (TLIR)	0.80	0.90	.72	1.34	1.13
Total Restricted Duty or Job Transfer Days	1811	2553	974	1638	907
DART	1.50	1.70	1.72	2.19	2.07
Fatalities	0	0	0	0	0

Products and Services

Core & Main Products

- Pipe – Water, Sewer, Storm, Fusible HDPE
- PVC
- Ductile iron
- Concrete
- Valves
- Hydrants
- Fittings
- Geosynthetics materials
- Geotextiles, Geogrids, Wall Systems
- Paving products
- GEOWEB & GEOBLOCK
- Treatment Plant solutions
- Safety & PPE supplies
- Worksite signage
- Locator & leak detection equipment
- Restraints
- Metering systems
- Backflow devices
- Irrigation products
- Manholes, inlets, basin inserts
- Plastic chambers
- Precast concrete chambers & pipe
- Castings
- Service material
- Fire protection & sprinkler system supplies & products
- Fire sprinkler fabrication
- Fire pump testing & commissioning
- Fire sprinkler pipe, sprinkler heads, alarm systems, backflow preventers, seismic bracing

- Storm Water Retention
- Treatment Plant Service
- Tools and Equipment
- Natural gas pipes, valves, fittings
- Natural gas metering fabrication
- Natural gas measurement & instrumentation

Value Add Services

- Inventory management
- Job management
- Design & build expertise
- Estimating software
- Online material management
- Water system audits
- Control valve testing and repair
- Hot-tapping
- Line stopping
- Engineering plant products and services
- Water meter testing and reconditioning services
- Take-offs
- Onsite inventory trailers
- Fusion machine rental
- Invoices by e-mail/signed delivery receipts
- Pay online
- Asset Management GIS software
- Customized product databases
- Natural gas metering services
- Utility equipment repair
- Natural gas compliance services



Environmental, Health and Safety Commitment

Our 2025 Environmental Health and Safety (EHS) vision:
**To make Core & Main the Undisputed Industry Leader
in safety and operational excellence.**

Our EHS vision is ambitious. It represents a significant step toward creating a culture at the forefront of safety and operational excellence.

Our beliefs: The leaders of Core & Main share a common set of beliefs that drive everything we do and help us work together to achieve our EHS vision.

- All associates have a fundamental right to work in an environment where safety hazards and health risks are proactively identified and eliminated, or properly controlled.
- Every associate has a contribution to make by participating in and encouraging a safety culture to improve behavior and performance in the work environment.
- We each have a responsibility for health and safety.
- We have a duty to learn from past experiences and from one another, to actively listen and to openly communicate.

Regional, district and branch EHS team ownership and engagement are key to making Core & Main the Undisputed Leader of safety.

Core & Main's leadership commitment: We will protect the health and safety of our associates, customers, the communities we serve and the environment. We strive to:

- Facilitate strong and sustainable leadership in safety.
- Fully engage every associate in proactive safety and health measures.
- Meet or exceed all applicable environmental, health and safety requirements, and integrate proactive, safe designs into our operational processes.
- Apply sound EHS management practices in the absence of laws and regulations, or where they are not adequate for our operations.
- Conduct regular reviews to eliminate hazards to the extent possible and evaluate our performance by monitoring ongoing results.
- Develop and share best practices across the company, with our customers, suppliers and related industry groups.

I trust that you will join me in a personal commitment to proactive safety at work, on the road, at home, in our communities and as a way of life. By doing so, we will become the Undisputed Leader of safety.

Steve LeClair
CEO

Manager

© Core & Main All Rights Reserved. Confidential and Proprietary Information.



NON-COLLUSIVE AFFIDAVIT FORM

Please find Non-Collusive Affidavit Form enclosed on the following page.

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF Florida
COUNTY OF Palm Beach

Moslehedin Rezakhani, District Manager, being first duly sworn deposes and says that:

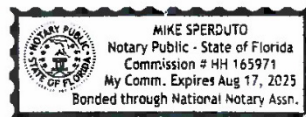
1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 07 / 15 / 2025

By Moslehedin Rezakhani

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Moslehedin Rezakhani, an authorized representative of Core & Main LP, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July 2025.

[Notary Seal]



Mike Spaduto
NOTARY PUBLIC



SWORN STATEMENT

Please find Sworn Statement Form enclosed on the following pages.



SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Town of Jupiter, Florida
[print name of the public entity]

by Moslehedin Rezakhani, District Manager
[print individual's name and title]

for Core & Main LP
[print name of entity submitting sworn statement]

whose business address is 1101 W. 17th St., Riviera Beach, FL 33404

and (if applicable) its Federal Employer Identification Number (FEIN) is:
03-0550887
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
_____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

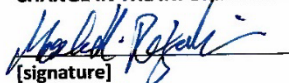
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

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


[signature]

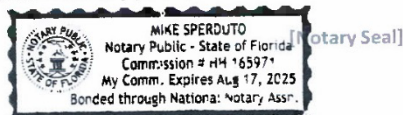
Sworn to and subscribed before me this 15th day of July, 2025

Personally known Moslehedin Rezakhani, District Manager

OR Produced identification _____ Notary Public – State of Florida

My commission expires Aug 17th, 2025

Mike Spurduto, Mike Spurduto
(Printed typed or stamped commissioned name notary public)



Town of Jupiter Utilities
RFP for Advanced Metering Infrastructure (W2325)

Page 48



DRUG-FREE WORK PLACE CERTIFICATION

Please find the Drug-Free Work Place Certification Form enclosed on the following page.



DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Core & Main LP does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Moslehedin Rezakhani, District Manager

Proposer's Printed Name and Title

July 15, 2025

Date



CONTRACTOR E-VERIFY AFFIDAVIT

Please find the Contractor E-Verify Affidavit Form enclosed on the following page.



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Core & Main LP [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Core & Main LP [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Moslehedin Rezakhani, District Manager

Date: 07/15/2025

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this July 15th, 2025 (date) by Moslehedin Rezakhani, District Manager (name of officer or agent, title of officer or agent) of Core & Main LP (name of contractor company acknowledging), a FL limited partnership (state or place of incorporation) ~~corporation~~, on behalf of the company ~~corporation~~. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public



Mike Spaduto, Notary
Name typed, printed or stamped

My Commission Expires: Aug 17th, 2025



Company ID Number:40635

Client Company ID Number:1219073

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Core & Main (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo

Page 1 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



Company ID Number:40635

Client Company ID Number:1219073

requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the



Company ID Number:40635

Client Company ID Number:1219073

Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Webb](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by

Page 3 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



Company ID Number:40635

Client Company ID Number:1219073

this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.



Company ID Number:40635

Client Company ID Number:1219073

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not



Company ID Number:40635

Client Company ID Number:1219073

be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and

Page 6 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



Company ID Number:40635

Client Company ID Number:1219073

- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as



Company ID Number:40635

Client Company ID Number:1219073

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to



Company ID Number:40635

Client Company ID Number:1219073

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.



Company ID Number:40635

Client Company ID Number:1219073

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

Page 10 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



Company ID Number:40635

Client Company ID Number:1219073

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.



Company ID Number:40635

Client Company ID Number:1219073

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

Page 12 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



Company ID Number:40635

Client Company ID Number:1219073

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Core & Main (Employer) hereby designates and appoints Marcos Medina (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



DocuSign Envelope ID: 1680B2B1-2B06-4641-889B-D8717AADF443

E-Verify

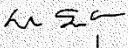


Company ID Number:40635

Client Company ID Number:1219073

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Core & Main LP	
Name (Please Type or Print) Laura Schneider	Title VP, HR
Signature 	Date 10/26/2018
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Marcos Medina	Title
Signature Electronically Signed	Date September 29, 2017
Department of Homeland Security – Verification Division	
Rhett D. Taylor Director, NVOC USCIS	
Name	Title
Signature 	Date 10/26/2018



Company ID Number:40635

Client Company ID Number:1219073

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Core & Main
Company Facility Address	1830 Craig Park Court Saint Louis, MO 63146
Company Alternate Address	1830 Craig Park Court Saint Louis, MO 63146
County or Parish	Saint Louis City
Employer Identification Number	03-0550887
North American Industry Classification Systems Code	Building Material And Garden Equipment And Supplies Dealers (444)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	247



Company ID Number:40635

Client Company ID Number:1219073

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

Missouri	9
Minnesota	2
Tennessee	7
Pennsylvania	4
California	19
Kentucky	3
North Dakota	2
North Carolina	12
Michigan	3
Arizona	6
Texas	25
Washington	9
Florida	19
Illinois	8
Utah	4
Nevada	2
Alabama	4
New York	5
Alaska	1
South Carolina	5
Wisconsin	4
West Virginia	4
Connecticut	3
Arkansas	3
Ohio	14
Georgia	9
Nebraska	1
New Mexico	3
Delaware	2
Virginia	9
Oklahoma	2
Maryland	4
Colorado	5
Oregon	3
Iowa	2
Indiana	7
New Jersey	2
Montana	4
Maine	1
Massachusetts	4
Louisiana	3
South Dakota	2
New Hampshire	1
Kansas	3
Mississippi	1
Idaho	2



Company ID Number:40635

Client Company ID Number:1219073

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

Name	Dana Gudemuth
Phone Number	(314) 995-9174
Fax Number	
Email Address	dana.sherman-gudemuth@hdsupply.com

Name	Karen Dabrowski
Phone Number	(314) 995-9174
Fax Number	
Email Address	karen.dabrowski@hdsupply.com



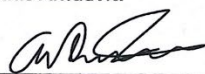
SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that VEPO Metering South, LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of VEPO Metering South, LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Antonis Rammos

Date: 7/14/2025

STATE OF NEW YORK

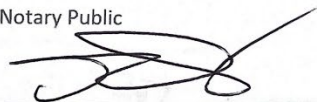
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 14th of July 2025 date) by Antonis Rammos - Director of Operations (name of officer or agent, title of officer or agent) of VEPO Metering South, LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of identification) as identification.

[Notary Seal]

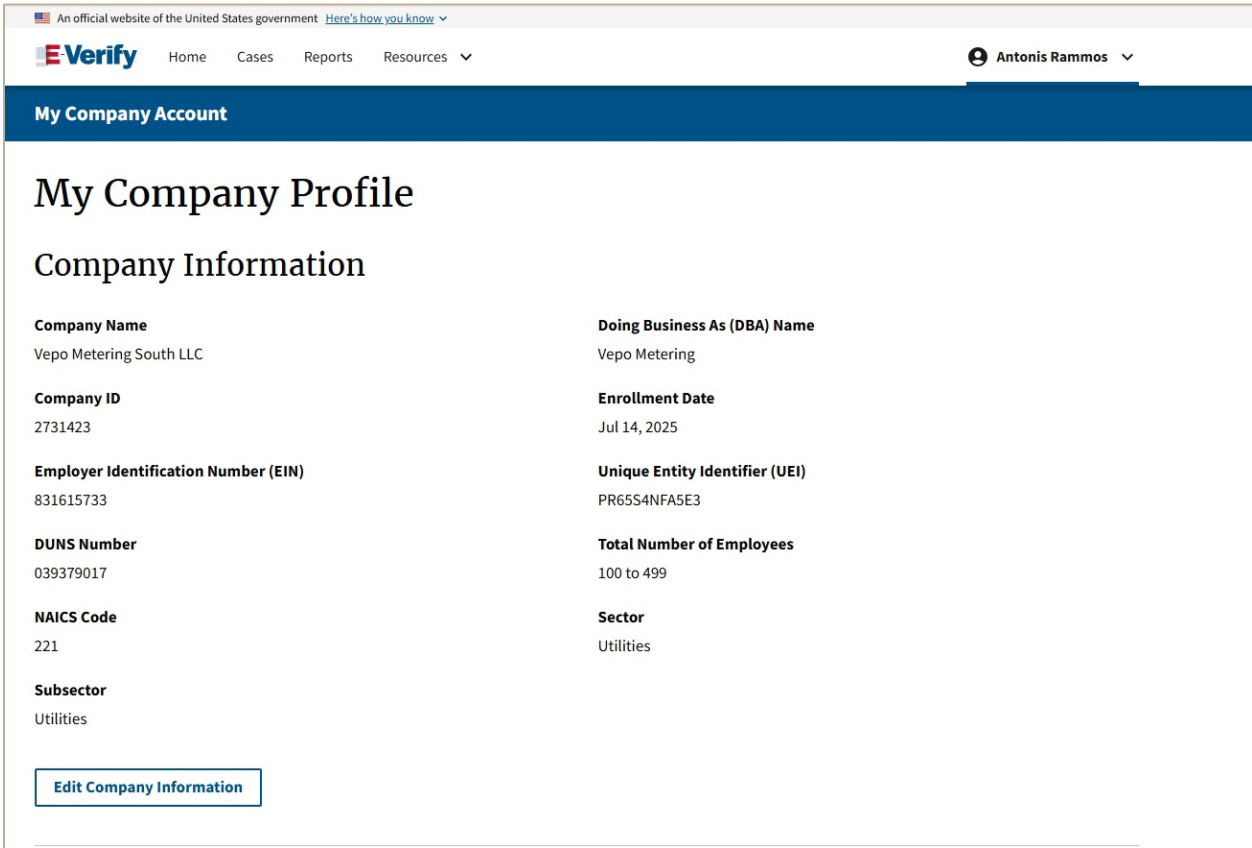
Christina M. Grammenos
Notary Public, State of New York
Reg. No. 01GR0018338
Qualified in Nassau County
Commission Expires December 9, 2027

Notary Public



Name typed, printed or stamped

My Commission Expires: 12/9/2027





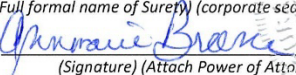
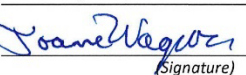
PROPOSAL SECURITY/BID BOND

Please see Bid Bond Form enclosed on the following pages.



PROPOSAL SECURITY/BID BOND

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

BIDDER		SURETY	
Name: Core & Main LP		Name: ARCH INSURANCE COMPANY	
Phone: 561-472-4693		Phone: 404-682-3899	
Address (principal place of business): 4310 NW 10th Ave Oakland Park, FL 33309		Address (principal place of business): Harborside 3, 210 Hudson Street, Suite 300 Jersey City NJ 07311-1107	
Email Address: Javier.rezakhani@coreandmain.com		Email Address: mmohan@archinsurance.com	
OWNER		BID	
Name: Town of Jupiter		Project (name and location):	
Phone: 561-746-5134		Advanced Metering Infrastructure (W2325), Jupiter, Florida,	
Address (principal place of business):		Town of Jupiter Service Boundary Area	
Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Plant 17403 Central Blvd Jupiter, FL 33458 Email address: JonathanB@jupiter.fl.us	Bid Due Date: <u>07/15/25</u>	
BOND			
Penal Sum: 5% of amount bid		Date of Bond: 07/14/25	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.			
Bidder		Surety	
Core & Main LP		ARCH INSURANCE COMPANY	
(Full formal name of Bidder)		(Full formal name of Surety) (corporate seal)	
By: 	(Signature)	By: 	(Signature) (Attach Power of Attorney)
Name: Wayne McVaugh	(Printed or typed)	Name: Annmarie Breene	(Printed or typed)
Title: Attorney-in-Fact		Title: Attorney-in-Fact	
Attest: 	(Signature)	Attest: 	(Signature)
Name: Patrick Breene	(Printed or typed)	Name: Joanne Wagner	(Printed or typed)
Title: Witness		Title: Witness	
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.			

PROPOSAL SECURITY/BID BOND (CONTINUED)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

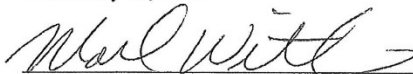


LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, Frances Rodriguez, Sara Owens, Ben Stahl, Sandra Diaz, Anne Potter, Francesca Kazmierczak, Elizabeth Sterling, Jennifer Jakaitis, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: July 11, 2022



Name: Mark Witkowski

Signed in the presence of:



Witness



Witness

Subscribed and sworn to before me on July 11, 2022


Notary Public, [County/State] St. Louis, Missouri

My commission expires: 08-22-2025

(SEAL)





ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2024

Assets

Cash & Cash Equivalents in Banks	175,754,117
Bonds owned	7,485,879,345
Stocks	956,862,153
Premiums in course of collection	1,406,595,498
Accrued interest and other assets	1,957,852,150
Total Assets	<u>\$ 11,982,943,263</u>

Liabilities

Reserve for losses and adjustment expenses	\$4,026,358,684
Reserve for unearned premiums	2,547,334,728
Ceded reinsurance premiums payable	1,430,834,505
Amounts withheld or retained by company for account of others	158,863,371
Reserve for taxes, expenses and other liabilities	1,152,110,034
Total Liabilities	\$9,315,501,322
Surplus as regards policyholders	<u>2,667,441,941</u>
Total Surplus and Liabilities	<u>\$11,982,943,263</u>

By:


Executive Vice President, Chief
Financial Officer and Treasurer

Attest:


Executive Vice President,
General Counsel and Secretary

State of New Jersey)

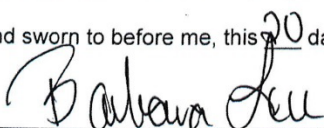
) SS

County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and
Regan Abby Shulman, Executive Vice President, General Counsel and Secretary being duly sworn,
of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct
statement of financial condition of said company, as of December 31, 2024.

Subscribed and sworn to before me, this 20 day of March 2025

Notary Public



Barbara A Lee
NOTARY PUBLIC
State of New Jersey
ID # 50107758
My Commission Expires 6/27/2029



00421

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Annmarie Breene, Babette Ward, Cathy H. Ho, Dana Donahue, Joanne C. Wagner, Kimberly G. Sherrod, Lori S. Shelton, Patricia A. Rambo, Patricia Dorsaneo, Patrick Breene, Sara Owens and Wayne G. McVaugh of Philadelphia, PA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

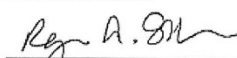
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

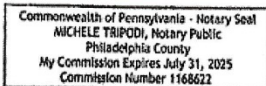
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30th day of August, 2024.

Attested and Certified

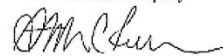

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



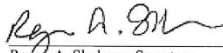
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 30, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14th day of July, 2025.


Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department

Surety Claims

P.O. Box 542033

Omaha, NE 68154

suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

AICPOA040120

Printed in U.S.A.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ANNMARIE BREENE

License Number : W955245

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

02/27/2023

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815, or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://fdcs.flds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/divisionagents.



Jimmy Patronis
Chief Financial Officer
State of Florida

5

QUALITY ASSURANCE & QUALITY CONTROL

5. Quality Assurance & Quality Control





CORE & MAIN'S APPROACH TO QUALITY ASSURANCE

It is the intention of Core & Main's Project Management Team to provide project management and oversight of all phases of AMI projects. The Core & Main team has successfully executed numerous projects across the US over the last twenty years. The Core & Main team utilizes standards and quality assurance measures that have been tested and refined over the course of many projects.

The purpose of this program is to provide a general overview of the quality program and process control standards that will ensure the proper installation of meters, endpoints, and network equipment, and guarantee that these units meet the desired performance standards and comply with industry/municipality regulations. The success of any AMI project is strongly dependent on the integration of a strong project team working with the Sensus' Subject Matter Experts (SME). All activities shall adhere to the manufacturer's instructions, local utility guidelines, relevant regulatory requirements, and industry standard installation practices.

PRODUCT QUALITY ASSURANCE STANDARD

This program is meant to supplement, rather than replace, existing manufacturers' quality programs. Core & Main is an industry leading distributor for meter manufacturers, with an established market presence and robust internal quality control processes aiming to ensure customer satisfaction through the delivery of high-quality products and services. Detailed quality and technical specifications for the products utilized in this project are included in this document's appendix. Manufacturer's warranties comprehensively cover both the meter and infrastructure components.

The successful implementation of an Advanced Metering Infrastructure (AMI) project hinges upon the installation and testing of quality products by a proficient project management team. The Core & Main project team collaborates closely with the Subject Matter Experts (SMEs) of the meter manufacturer (Sensus) to conduct propagation studies to determine the most optimal locations for the installation of radio towers and antennas. Core & Main also coordinates with licensed and competent tower installers to ensure the reliable reception of all meter signals.

INFRASTRUCTURE STANDARDS

The meter manufacturer (Sensus) will provide specific information pertaining to infrastructure standards and quality data. Additionally, the Core & Main project team will collaborate with the meter manufacturer (Sensus) for the installation and testing of the Base Stations. On-site collaboration between Core & Main's SMEs, the meter manufacturer (Sensus), and the Utility ensures the successful installation and testing of all communications equipment. Rigorous and comprehensive tests are performed to verify the accurate data transfer and seamless integration with the Utility billing system.

INSTALLER QUALITY ASSURANCE

Expectations for process control remain consistent, irrespective of whether Core & Main, or a Core & Main managed contractor performs the installation. Defining expectations for the installer is crucial during the project development phase. This document does not intend to



enumerate installer qualifications. Nevertheless, it is paramount that the Utility considers the support offered by Core & Main in formulating expectations.

CONSTRUCTION QUALITY ASSURANCE

The construction phase of the project can only commence following the validation and acceptance of the infrastructure and data flow by the utility. The Core & Main project management team collaborates with the Utility, meter manufacturer (Sensus) and the installer (VEPO Solutions) to initiate and develop a construction kickoff meeting. Further details on this phase of the project can be found in the Core & Main Project Management Overview. Typically, this meeting aims to assemble SMEs prior to the installation of meters. The Core & Main team applies strict standards to ensure that meters and handheld equipment are transmitting accurate utility information prior to the release of the installer for normal production rates.

Once construction begins, the Core & Main project team maintains oversight and conducts audits of the physical installation and communication processes. Regular teleconferences and in-person meetings are organized to ascertain that the installer is meeting the set expectations. Updates on production rates and targeted dates are regularly communicated to the utility.

VEPO QUALITY ASSURANCE & QUALITY CONTROL (QA/QC) SERVICES

VEPO prioritizes the seamless collection and meticulous management of all project data using a platform designed to minimize errors. Our team of QA experts is dedicated to identifying, preventing, and rectifying all data errors. We employ a combination of automated and manual methods to uphold data integrity and utilize AI models within VPie to validate data thoroughly, setting an unparalleled level of quality control in the industry.

Adhering strictly to best practices and standards, VEPO ensures the accurate reporting of all installation data captured through VPie to the Utility. With years of experience, we have developed proprietary tools to maintain the accuracy of collected and managed data. Additionally, we proactively monitor data to identify and resolve common issues such as backward meters, leaks, and invalid data/typos. Our commitment to data accuracy and integrity provides the Utility with reliable installation data for accurately billing their customers, ultimately leading to increased customer satisfaction.

Our proprietary software, integrated within both the VPie cloud environment and mobile application, ensures secure data and reduces the likelihood of errors and data loss, optimizing time and resources for both VEPO and the Utility. Whether VEPO or the Utility is involved, our dedication to quality and accurate data management establishes us as a trustworthy partner.

NEW RADIO #	METER LAY LENGTH	GPS COORDINATE	COMPLAINT #	INFORMATION	VALIDATION STATUS	INVALID CATEGORY	INVALID REASON
130978680					Invalid	1 - Meter Reading	See Invalid Reasons
131800530					Invalid	1 - Meter Reading, 2 - Duplicate Serial #'s - Multiple Jobs, 2 - Duplicate Serial #'s - Multiple Jobs, 2 - Duplicate Serial #'s - Multiple Jobs	See Invalid Reasons
01326445					Invalid	1 - Meter Reading	See Invalid Reasons
131798694					Invalid	1 - Meter Reading	See Invalid Reasons
1576435512					Invalid	0.5 - Read Length, 1 - Meter Reading, 5 - Meter Size	See Invalid Reasons
59848932					Invalid	0 - RNI	See Invalid Reasons



VPie allows users to configure a number of validation rules that can be checked automatically at the time of installation and during the backend QC process. These validation rules may include the following, but are not limited to:

- AI Data collection
- Manufacturer IoT data (when available)
- Read tolerance by meter size
- Duplicate serial numbers
- Mismatched inventory (installed meter doesn't match paired radio serial number)
- Old vs new data discrepancies
- Inventory comparison vs data collected
- Invalid serial numbers
- Installed inventory does not match the assigned tech
- GPS coordinates within tolerance
- Geotagged photo location

VEPO strongly believes that every installation should be capable of being replicated virtually in the office by using the photographs taken at the time of installation. The site's condition is documented in before and after photos to ensure that it remains in as-is or better condition, while also serving as a reliable backup of the data gathered. Photos may include, but are not limited to:

- Premises/Address
- Before and after photos of the meter and surrounding area
- Old serial numbers
- Old meter read
- New serial numbers
- Survey photos (e.g.: service lines, valve condition, etc.)
- Endpoint mount

Throughout the QA/QC process, VEPO will report on data trends and issues identified during the data reconciliation process. VEPO will continually improve control measures, and we will monitor activity to ensure installations meet quality standards and appropriate actions are taken to correct issues. Corrective actions may involve a combination of automated and manual to ensure that products or services are of consistent quality, meet customer requirements, and comply with relevant regulations and standards.

6

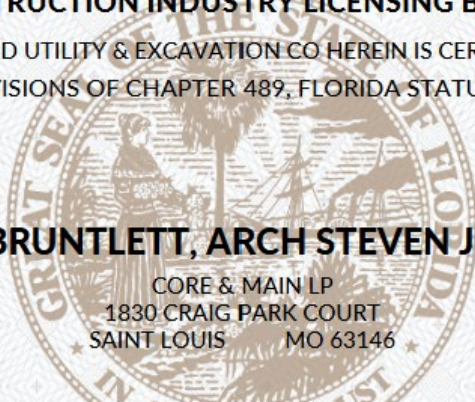
LICENSES & CONTRACTOR DOCUMENTS

6. Licenses & Contractor Documents





CONTRACTOR'S LICENSE

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD			
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 BRUNTLETT, ARCH STEVEN JR CORE & MAIN LP 1830 CRAIG PARK COURT SAINT LOUIS MO 63146			
LICENSE NUMBER: CUC1225503			
EXPIRATION DATE: AUGUST 31, 2026 Always verify licenses online at MyFloridaLicense.com			
ISSUED: 08/12/2024 Do not alter this document in any form.			
	This is your license. It is unlawful for anyone other than the licensee to use this document.		



CNM MEMORANDUM OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
08/08/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Willis Submission Carrier</td><td>GENRC</td></tr><tr><td>INSURER C:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Willis Submission Carrier	GENRC	INSURER C:	Continental Insurance Company	35289	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	ACE American Insurance Company	22667																				
INSURER B:	Willis Submission Carrier	GENRC																				
INSURER C:	Continental Insurance Company	35289																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W34442167

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR Each Occurrence: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		XSL G48900161	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		SEE ATTACHED	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		7039926999	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No N/A	SEE ATTACHED	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Additional Lines of Coverage		SEE ATTACHED	08/01/2024	08/01/2025	

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

CERTIFICATE HOLDER

CANCELLATION

Evidence Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 26284986

BATCH: 3573545

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL COVERAGE SCHEDULE

NAMED INSURED: Core & Main LP

AUTOMOBILE LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
ISA H10823766	All Other States	ACE American Insurance Company

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limit: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WLR C55521098	All Other States	ACE American Insurance Company
SCF C55521153	Wisconsin	ACE Fire Underwriters Insurance Company

EXCESS LIABILITY

Policy Effective & Expiration Dates: 08/01/2024-08/01/2025

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
140001151	Excess Automobile Liability	*\$3Mxs \$2M	QBE Specialty Insurance Company
MKLM6MM50000091	Excess General Liability	*\$5Mxs Primary GL	Markel American Insurance Company

*Umbrella Liability policy on page 1 applies after and in addition to Excess Automobile and Excess General Liability policy limits, respectively.



CNM PARTNERSHIP DOCUMENTS

NOV. 22. 2004 11:34AM

CORPORATION SVC CO

NO. 872 P. 2

H04000232505 3

CERTIFICATE OF LIMITED PARTNERSHIP

OF

HUGHES WATER & SEWER, LTD.

(a Florida limited partnership)

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Florida, does hereby certify as follows:

1. Name. The name of the limited partnership is as follows:

Hughes Water & Sewer, Ltd.

2. Address. The street address of the principal place of business and the mailing address for the limited partnership are as follows:

One Hughes Way
Orlando, FL 32805

3. Registered Agent. The address of the office and the name and address of the agent for service of process required to be maintained by Section 620.105, Florida Statutes, are as follows:

Corporation Service Company
1201 Hayes Street
Tallahassee, FL 32301

4. General Partner. The name and business address of the general partner of the limited partnership are as follows:

Hughes GP & Management, Inc.
One Hughes Way
Orlando, FL 32805

F04-1125

5. Termination. The latest date upon which the limited partnership is to dissolve is December 31, 2054.

04 NOV 22 PM 1:59
CORPORATION SERVICE COMPANY
TALLAHASSEE, FLORIDA

H04000232505 3



NOV. 22. 2004 11:34AM CORPORATION SVC CO

NO. 872 P. 3

04000232505 3

Under penalties of perjury, the undersigned declares that it has read the foregoing and knows the contents thereof and that the facts stated therein are true and correct.

Signed this 19th day of November, 2004.

GENERAL PARTNER:

HUGHES GP & MANAGEMENT,
INC.

By: [Signature]

Name: John Z. Pare

Title: Secretary

*2800510-93

04 NOV 22 PM 1:59
DIVISION OF CORPORATIONS
STATE OF CALIFORNIA

2

04000232505 3



NOV. 22. 2004 11:34AM

CORPORATION SVC CO

NO. 872 P. 4

#04000232505 3

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT
AND AGENT FOR SERVICE OF PROCESS

The undersigned, having been designated the Agent for Service of Process, pursuant to Section 620.105, Florida Statutes, and Registered Agent, pursuant to Section 620.192, Florida Statutes, of Hughes Water & Sewer, Ltd., a limited partnership to be formed concurrently herewith under the Florida Revised Uniform Limited Partnership Act (1986), does hereby accept such designation and the obligations provided for in Sections 620.105 and 620.192, Florida Statutes.

CORPORATION SERVICE COMPANY

Dated: 11/22, 2004

By: Deborah D. Skipper

Name: Deborah D. Skipper
Asst. V. Pres.

Title: _____

#2300510_v8

04 NOV 22 PM 1:59
DIVISION OF CORPORATIONS
STATE OF FLORIDA

8

#04000232505 3



NOV. 22. 2004 11:34AM

CORPORATION SVC CO

NO. 872 P. 5

04000232505 3

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

The undersigned, Hughes GP & Management, Inc., the sole general partner of Hughes Water & Sewer, Ltd., a Florida limited partnership, certifies:

1. The amount of capital contributions to date of the limited partners is \$0.
2. The total amount of capital anticipated to be contributed by the limited partners at this time totals \$1,000.

Signed this 19th day of November, 2004.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury, the undersigned declares that it has read the foregoing and knows the contents thereof and that the facts stated herein are true and correct.

GENERAL PARTNER:

HUGHES GP & MANAGEMENT, INC.

By: [Signature]

Name: John Z. Vane

Title: Secretary

#2300510-73

04 NOV 22 PM 1:59
DIVISION OF CORPORATIONS

4

04000232505 3



FROM: JHK

FAX NO.: 4072445288

10-25-06 08:44A P.04

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
HUGHES WATER & SEWER, LTD.**

Pursuant to the provisions of section 620.1202, Florida Statutes, HUGHES WATER & SEWER, LTD., a Florida limited partnership, adopts the following Certificate of Amendment to its Certificate of Limited Partnership:

FIRST: The name of the limited partnership is HUGHES WATER & SEWER, LTD.

SECOND: The limited partnership's Certificate of Limited Partnership was filed with the Florida Department of State on November 22, 2004.

THIRD: Section 1 of the Certificate of Limited Partnership of the limited partnership is hereby amended in its entirety to read as follows:

1. Name. The name of the limited partnership is as follows:

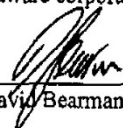
HD Supply Waterworks, Ltd.

FOURTH: This Certificate of Amendment shall be effective at the time of its filing with the Florida Department of State.

The undersigned general partner of the limited partnership hereby executes this Certificate of Amendment to the Certificate of Limited Partnership this 24th day of October, 2006.

GENERAL PARTNER:

HUGHES GP & MANAGEMENT, INC.,
a Delaware corporation

By: 

David Bearman, Vice President

4100468_v2

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2006 OCT 25 AM 10:06

9/30/2009 16:42 5616941639

PAGE 02/02

H09000209663

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
HD Supply Waterworks, Ltd.****FILED**
09 SEP 30 AM 8:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on November 22, 2004, adopts the following certificate of amendment to its certificate of limited partnership:

FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

2. Address. The street address of the principal place of business and the mailing address for the limited partnership are as follows:

3100 Cumberland Blvd., Suite 1700
Atlanta, GA 30339

4. General Partner. The name and business address of the general partner of the limited partnership are as follows:

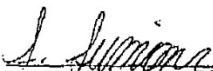
HD Supply GP & Management, Inc.
3100 Cumberland Blvd., Suite 1700 Atlanta, GA 30339

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s)

The undersigned current general partner executed this document on September 29, 2009.

Signature(s) of new general partner(s), if applicable:


HD Supply GP & Management, Inc.
by S. Simon as attorney-in-fact

Corporate Creations International Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens FL 33410
(561) 694-8107

H09000209663

Copyright © 1993-2008 CCI



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

17 AUG -1 AM 10: 24

HD SUPPLY WATERWORKS, LTD.

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on 11/22/04, assigned Florida document number A04000001840, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

N/A

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:

(Must be STREET address)

N/A

New Mailing Address:

(May be post office box)

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

N/A

New Registered Office Address:

Enter Florida street address

City

Florida

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>GP</u>	<u>HD Supply Waterworks Group, LLC</u>	<u>3100 Cumberland Blvd.</u> <u>Suite 1700</u> <u>Atlanta, Georgia 30339</u>	☒ Add ☐ Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.

RECEIVED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
17 AUG - 1 AM 10:24



F. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

N/A

Effective date, if other than the date of filing: August 11, 2017

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

CD&R Plumb Buyer, LLC

Current General Partner

By: Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President and Secretary

Signature(s) of all new or dissociating general partner(s), if any:

HD Supply Waterworks Group, LLC

New General Partner

By: Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President and Secretary

Filing Fee: \$52.50

Certified Copy (optional): \$52.50

Certificate of Status (optional): \$8.75

FILED
DIVISION OF STATE
CORPORATIONS
17 AUG - 1 AM 10:24

State of Florida



Department of State

I certify the attached is a true and correct copy of the Certificate of Amendment, filed on August 29, 2017, for HD SUPPLY WATERWORKS, LTD. which changed its name to CORE & MAIN LP, a Florida limited partnership or limited liability limited partnership; as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H17000232454. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this limited partnership is A04000001840.

Authentication Code: 817A00017874-083017-A04000001840-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of August, 2017

Ken Detzner
Ken Detzner
Secretary of State



850-617-6381

8/30/2017 10:26:40 AM PAGE 2/002 Fax Server



August 30, 2017

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HOLLAND & KNIGHT

Re: Document Number A04000001840

The Certificate of Amendment for HD SUPPLY WATERWORKS, LTD. which changed its name to CORE & MAIN LP, a Florida limited partnership or limited liability limited partnership, was filed on August 29, 2017.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H17000232454.

Should you have any questions concerning this matter, please telephone (850) 245-6051, the Registration Section.

Michelle Milligan
Senior Section Administrator
Division of Corporations

Letter Number: 817A00017874

P.O BOX 6327 - Tallahassee, Florida 32314



CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

HD SUPPLY WATERWORKS, LTD.

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on 11/22/2004, assigned Florida document number A04000001840, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

CORE & MAIN LP

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:
(Must be STREET address)

N/A

New Mailing Address:
(May be post office box)

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

N/A

New Registered Office Address:

Enter Florida street address

_____, Florida
City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
N/A			☐ Add ☐ Remove
			☐ Add ☐ Remove
			☐ Add ☐ Remove
			☐ Add ☐ Remove
			☐ Add ☐ Remove
			☐ Add ☐ Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)



F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Effective date, if other than the date of filing: _____
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

CORE & MAIN GP, LLC

By: Theresa A. Gore

Name: Theresa A. Gore, CD&R WW Holdings, LP

Title: Manager

CD&R PLUMB BUYER, LLC

By: Theresa A. Gore

Name: Theresa A. Gore, CD&R WW Holdings, LP

Title: Manager

Signature(s) of all new or dissociating general partner(s), if any:

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75



8/5/2019

Division of Corporations

A04 00000 1840

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H19000233340 3)))



H190002333403ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6383

From: Account Name : HOLLAND & KNIGHT
Account Number : 075350000340
Phone : (407)425-8500
Fax Number : (407)244-5288

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

2019 AUG -5 P 4:48
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

CORE & MAIN LP

Certificate of Status	0
Certified Copy	1
Page Count	02
Estimated Charge	\$105.00

UTS
8-6-19

[Electronic Filing Menu](#)

[Corporate Filing Menu](#)

[Help](#)

<https://efile.sunbiz.org/scripts/efilcovr.exe>

1/1



CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CORE & MAIN LP

FILED
2019 AUG -5 P 4 12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on November 22, 2004, adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

FIRST: The name of the limited partnership as identified in the records of the Florida Department of State is CORE & MAIN LP. The limited partnership's Florida document number is: A04000001840 .

SECOND: Article 4 of the Certificate of Limited Partnership of Core & Main LP (the Company) is hereby amended to reflect the admission of a new General Partner Core & Main Intermediate GP, LLC and the dissociation of the previous General Partner Core & Main Midco, LLC to read:

"Article 4 – General Partners

The name and street address of the General Partner of the Company is:

Core & Main Intermediate GP, LLC
1830 Craig Park Court
St. Louis, Missouri 63146

THIRD: This Certificate of Amendment shall be effective as of the "date and time" of its filing with the Florida Department of State.

[Signature Page to follow]



Signatures of current general partner:

CORE & MAIN MIDCO, LLC, a Delaware
limited liability company

By its sole member, Core & Main Holdings, LP
By its general partner, CD&R Plumb Buyer, LLC

By:

Name: Theresa A. Gore

Title: Vice President and Secretary

By its general partner, Core & Main GP, LLC

By:

Name: Theresa A. Gore

Title: Vice President and Secretary

Signature of new general partner:

CORE & MAIN INTERMEDIATE GP, LLC,
a Delaware limited liability company

By its sole member, Core & Main Midco, LLC
By its sole member, Core & Main Holdings, LP
By its general partner, CD&R Plumb Buyer, LLC

By:

Name: Theresa A. Gore

Title: Vice President and Secretary

By its general partner, Core & Main GP, LLC

By:

Name: Theresa A. Gore

Title: Vice President and Secretary

[Signature page to Certificate of Amendment to Certificate of Limited Partnership of Core & Main, LP]



Division of Corporations

A040000001840

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H20000103051 3)))



H200001030513ABCM

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : HOLLAND & KNIGHT
Account Number : C75350000340
Phone : (407) 425-8500
Fax Number : (407) 244-5288

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
Core & Main LP

Certificate of Status	0
Certified Copy	1
Page Count	03
Estimated Charge	\$86.25

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

2020 APR - 7 AM 10: 27

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

17
4-7-2020

<https://efile.sunbiz.org/scripts/efilecovr.exe>[4/7/2020 9:20:32 AM]

7

VARIANCES TO RFP

7. Variances to RFP





APPENDIX D:

Core & Main only took exception to one item on Appendix D. That was the integrated register and radio. Given the Florida environment with flooding and a high-water table, it will be our preference to deliver a solution that has the capability of getting the radio antenna out of the box to avoid degradation of radio signal quality due to submersion of water in the box. The Sensus solution has a remote antenna that allows us to accomplish a “through the lid” solution. This allows the radio to stay out of constant submersion in water and allows for better radio propagation during storm conditions.



QUALIFICATIONS OF CORE & MAIN LP

Submitted to Town of Jupiter, Florida Request for Proposals: Advanced Metering Infrastructure (W2325)

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP (“Core & Main”) hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the Town of Jupiter, Florida (the “Owner”), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Warranty: The extent of the warranty to be provided for this project is set forth in the attached Town of Jupiter Warranty.
2. Insurance: To the extent provided in its policy, Core & Main LP (“Core & Main”) will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main’s insurance provider. A Memorandum of Insurance is attached to demonstrate the level of coverage carried by Core & Main. Insurance coverage provided by Core & Main will be consistent with the provisions of Core & Main’s policy, notwithstanding any differing or conflicting provisions in any bid or contract documents. Insurance limits may be satisfied by a combination of General Liability and Excess/Umbrella coverage. General aggregate limits apply per location. Core & Main will not be required to provide Builder’s Risk, Installation Floater, Pollution Liability, Unmanned Aerial Vehicle Liability, or any coverage other than the coverage identified in its certificate of insurance. Neither Core & Main nor its subcontractors or suppliers will be required to provide copies of their respective insurance policies. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main’s bid or proposal, the Owner accepts Core & Main’s certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, self-insured retention and deductible amounts. The parties agree that Core & Main’s insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.
3. Bonds: Payment and Performance Bonds will be provided in the amount of 100% of the cost of materials and labor, through final completion of the delivery and installation portion of the project, and for one year following final completion. For clarity, bonds will not be provided to cover the costs of software, integration, NaaS or SaaS fees during the delivery and installation portion of the project, or during the 15-year System Support Services Term.
4. Core & Main reserves the right to negotiate contract terms and conditions mutually agreeable to both parties. If the parties are unable to reach an agreement on contract terms, the parties will have the right to discontinue negotiations for the project. In that event, neither party will have any further obligation or liability to the other arising out of this solicitation or the RFP response, Core & Main will not be in default of any obligations under the bid or contract documents and Core & Main will not forfeit its bid security.

Dated this __14__ day of July, 2025.

CORE & MAIN LP


Moslehedin Rezakhani

8

SUPPLEMENTAL APPENDIX

8. Supplemental Appendix





SUPPLEMENTAL APPENDIX ITEMS OVERVIEW

- SmartPoint Compatibility Guide
- Product Sheets:
 - iPerl+ Residential Water Meter
 - ally Residential Water Meter
 - Cordonel Water Meter
 - 520M SmartPoint
 - 420B2 Base Station
 - Kupferle #9300I-WC: Permanent Intelligent Water Quality Station
 - Kupferle #9800I-WC-24LIS_A: Permanent Intelligent Flushing Station
 - iHydrant* Optional

SMARTPOINT COMPATABILITY GUIDE

QUICK GUIDE



510M/520M SmartPoint® Module

Water Meter and Ancillaries Compatibility Quick Guide

Sensus

Register Type	Model	Meter Type
ICE & ICE Opto	All meters that accept ICE & ICE Opto 3-wire.	Positive Displacement, Multi-jet, Compound, Turbine, Propeller, Fire Service
OMNI™	T2, C2, F2, R2	Floating Ball Technology
accuMAG™	accuMAG	Mag
iPERL®	iPERL	Mag
Permalog	Permalog+	Acoustic Technology
Sensus® Electronic Register+™ and E-Register	accuSTREAM, SR II	Positive Displacement
ally	ally	ally
Hydroverse	Hydroverse	Mag

Badger

Register Type	Model	Meter Type
ADE	All meters that accept ADE 3-wire and TouchCoupler support, Sensus Approved TR/PL lead, up to 8 wheels.	Disc, Turbine, Compound, Fire Service
HR-E LCD	All meters that accept HR-E LCD 3-wire, up to 8 wheels. Must be at least SmartPoint firmware version R1.2.1f or higher.	Disc, Turbo Series, Compound Series, Combo Series, Fire Service
E-SERIES 8 digits	All models with firmware version 1.36. 3-wire**	Ultrasonic

Neptune

Register Type	Model	Meter Type
Preread 4 wheel	All meters that accept Preread registers. 3-wire support	Positive Displacement, Turbine, Compound, Fire Service
E-coder with TouchCoupler 4 wheel	All meters with firmware version 01.02. Manufactured after 1/2016.	Positive Displacement, Turbine, Compound, Fire Service
Preread 6 wheel	All meters that accept Preread registers. 3-wire support	Positive Displacement, Turbine, Compound, Fire Service
E-coder 6 wheel	All meters that accept E-coder registers. 3-wire support (Preread protocol only)	Positive Displacement, Turbine, Compound, Fire Service
E-coder with TouchCoupler 6 wheel	All meters with firmware version 01.02. Manufactured after 1/2016.	Positive Displacement, Turbine, Compound, Fire Service
E-coder 8 wheel	All meters that accept E-coder registers. 3-wire support*	Positive Displacement, Turbine, Compound, Fire Service
E-coder with TouchCoupler 8 wheel	All meters with firmware version 01.02. Manufactured after 1/2016.	Positive Displacement, Turbine, Compound, Fire Service
ProCoder 8 wheel	All meters with firmware version 63.16. Manufactured after 7/2018. TouchCoupler and 3-wire**	Positive Displacement, Turbine, Compound, Fire Service

*SmartPoint firmware version 1.2 and above only

**SmartPoint firmware version 1.7 and above only



WQG-10021-07



Elster/Amco

Register Type	Model	Meter Type
Scancode	All meters that accept Scancode 3-wire support (Sensus protocol only).	Positive Displacement, Turbine, Multi-jet, Bulk combo, Fire service
InVision	All meters that accept InVision 3-wire support (Sensus protocol only).	Positive Displacement, Turbine, Multi-jet, Bulk combo, Fire service

Master Meter

Register Type	Model	Meter Type
AccuLink V1.19	All meters that accept AccuLink 3-wire and TouchCoupler, Sensus approved TR/PL lead.	Positive Displacement
Sonata 8 digits	3-wire and TouchCoupler, firmware version 5.01 or greater.**	Ultrasonic
Octave 8 digits	3-wire only.**	Ultrasonic

McCrometer

Register Type	Model	Meter Type
McCrometer flowcom FC100-00M 8 digits	3-wire reading. Firmware 2.4. Manufactured after 4/2015.	Propeller
ML255 battery powered register 8 digits	3-wire reading only. Firmware 5.09 or greater.**	Propeller
ML Series converter, AC powered 8 digits	3-wire reading only. Firmware 3.03 or greater.**	Propeller

Kamstrup

Register Type	Model	Meter Type
flowIQ 2100 4, 6 and 8 wheel	3-wire reading. Version C1.	Ultrasonic
flowIQ 2100 4, 6, and 8 wheel	3-wire and TouchCoupler version H1.**	Ultrasonic

Diehl

Register Type	Model	Meter Type
Hydrus 8 digits	3-wire support only.** Manufactured after 4/2018.	Ultrasonic

Zenner

Register Type	Model	Meter Type
PMN Nitro 01 4 wheel, 6 wheel	3-wire support only. Manufactured after 8/2015.	Multi-jet

Hersey/Mueller Systems

Register Type	Model	Meter Type
Translator	All meters that accept Translator 3-wire and TouchCoupler support, Sensus approved TR/PL lead.	Positive Displacement, Mag

*SmartPoint firmware version 1.2 and above only
 **SmartPoint firmware version 1.7 and above only



637 Davis Drive
 Morrisville, NC 27560
 1-800-638-3748
 sensus.com

©2019 Sensus. All products purchased and services performed are subject to Sensus' terms of sale, available at either sensus.com/TC or 1-800-638-3748. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer. The Sensus logo is a registered trademark of Sensus.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.

PRODUCT SHEETS

IPERL



DATA SHEET

WDS-10066-03



iPERL+ Smart Water Meter

Electromagnetic Flow Measurement System

Sensus iPERL+® smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL+ maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms - delivering the intelligence you need to quickly resolve issues in the field.

Industry Leading Performance

The patented measurement technology of the iPERL+ water meter provides continuous and enhanced accuracy ranges at both low and high flows and perpetual accuracy over the life of the product. The iPERL+ meter has a 20-year accuracy warranty and a 20-year battery life guarantee. Over this 20-year lifespan, your iPERL+ will measure just as accurately as the day it was installed.

Construction

The iPERL+ has a flow tube that is comprised entirely of composite polymer and thermal polymer shell with an electronic register.

Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, water, and moisture contamination in pit settings. The large, easy-to-read display includes AMI/AMR digits, direction of flow, units of measure, and empty pipe detection. The AMI/AMR digits and units of measure are fully programmable. The register also provides user configurable data logging.

Solid State Electromagnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range - ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL+ meter uses our patented remanent magnetic field technology - requiring far less energy and delivering superior accuracy.

Tamperproof

The integrated construction of the iPERL+ water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL+ meter. The meter communication alarm indicates a possible cut cable.

Alarms

Quick resolution of field issues is made possible with smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet® communication network, remotely gathering and transmitting data has never been more reliable or profitable.

FEATURES

- 5/8", 5/8" x 3/4", 3/4" and 1" sizes available in potable and reclaim versions.
- 3/4" and 1" available in residential fire service (UL 327b).
- Starts registering flow as low as 0.03 gpm (0.007 m³/hr).
- Can be installed horizontally, vertically or diagonally.
- Compatible with current Sensus AMI/AMR systems.
- Reduces maintenance and cost.
- Allows remote management, monitoring, and diagnosis.
- Logs up to 120 days of hourly consumption data.

BENEFITS

- Maximize investment with iPERL+ electromagnetic technology, which delivers a 20-year accuracy warranty, with no required maintenance, and no loss in accuracy over 20 years.
- Smart alarms detect issues such as continuous flow, high flow, reverse flow, empty pipe, and tampering.
- Improve low flow accuracy to drive additional revenue.



iPERL+ Smart Water Meter

Electromagnetic Flow Measurement System

Smart Alarms

iPERL+ meters have many configurable smart alarms designed to protect your utility's investment, enhance customer service, and monitor/optimize distribution systems. These alarms include:

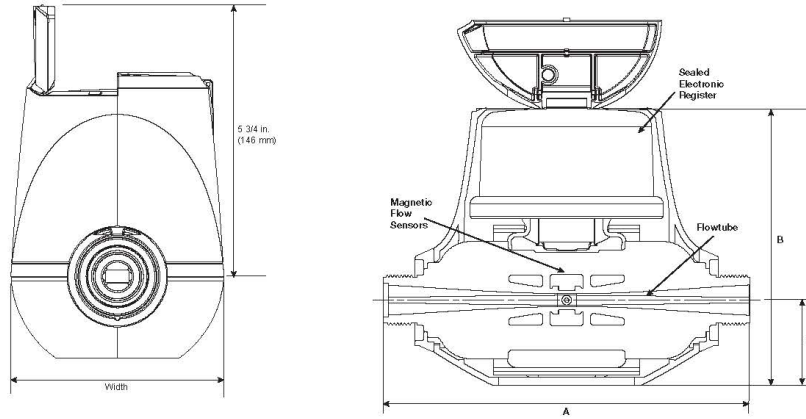
- **High Flow**
Detect large and continuous volume of water. This occurs if the consumption between consecutive reads exceeds the broken pipe threshold.
- **Continuous Flow**
Detect continual consumption of water over a period of time to indicate downstream leaks. This protects your utility, infrastructure and customers through alarm notifications that can reduce water loss and leak adjustment costs.
- **Empty Pipe**
Detects the absence of water in the flow tube and sends an alert. Allows you to identify main breaks downstream and water shortages for quicker resolution to ensure water availability. This alarm can also indicate the water meter has been removed from service, or notify you of potential tamper.
- **Low Battery**
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter or valve is running low.
- **Reverse Flow**
Keep untreated water from re-entering your distribution system and deter tampering attempts through an alarm triggered when reverse flow is detected at the meter.
- **Tampering**
Detect magnetic interference to reduce apparent water losses and protect against unauthorized activities.

SPECIFICATIONS

Service	Measurement of potable and reclaim water, and Residential Fire Service (UL 327b). 0-100% humidity. Fully submersible. IP68+ rated.			
Temperature Ranges	Water operating: Ambient air operating: Storage air:	33 °F (0.55 °C) to 80 °F (26.7 °C) -22 °F (-30 °C) to 140 °F (60 °C) -30 °F (-34.4 °C) to 158 °F (70 °C)		
Starting Flow	5/8" (DN 15 mm) size: 0.03 gpm (0.007 m³/h)	5/8" x 3/4" (DN 15x20 mm) size: 0.03 gpm (0.007 m³/h)	3/4" (DN 20 mm) size: 0.03 gpm (0.007 m³/h)	1" (DN 25 mm) size: 0.11 gpm (0.025 m³/h)
Low Flow Range (±3%)	5/8" (DN 15 mm) size: >0.05 gpm (0.011 m³/hr) to <0.18 gpm (0.041 m³/hr)	5/8" x 3/4" (DN 15 mm) size: >0.05 gpm (0.011 m³/hr) to <0.18 gpm (0.041 m³/hr)	3/4" (DN 20 mm) size: >0.05 gpm (0.011 m³/hr) to <0.18 gpm (0.041 m³/hr)	1" (DN 25 mm) size: >0.3 gpm (0.068 m³/hr) to <0.4 gpm (0.09 m³/hr)
Normal Water Operating Flow Range (±1.5%)	5/8" (DN 15 mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr)	5/8" x 3/4" (DN 15x20 mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr)	3/4" (DN 20 mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr)	1" (DN 25 mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Normal Test Flow Limits (per UL 327b Listing, at ±1.5% accuracy)			3/4" (DN 20 mm) size: 2 to 30 gpm (0.5 to 6.8 m³/hr)	1" (DN 25 mm) size: 2 to 50 gpm (0.5 to 11.4 m³/hr)
Maximum Operating Pressure	5/8", 5/8" x 3/4", and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar)			
Maximum Operating Pressure (per UL 327b Listing, at ±1.5% accuracy)	3/4" and 1" size: 175 psi (12.1 bar)			
Measurement Technology	Solid state electromagnetic flow			
Register	Hermetically sealed, 9-digit programmable electronic register			
Capacity	10,000,000 gallons, 1,000,000 cubic feet or 100,000 m³ capacity			
Register Resolution	.01 gallons/imperial gallons, .001 cubic foot, or .0001 m³			
Conformance to Standards	Meets the requirements of NSF 61, Annex G and NSF 372. Exceeds the most current revision of AWWA Standard C-715.			
Materials	External housing - Thermal polymer Flowtube - Composite polymer with a composite polymer internal core		Electrode - Silver/silver chloride Register cover - Hermetically sealed glass	

iPERL+ Smart Water Meter

Electromagnetic Flow Measurement System



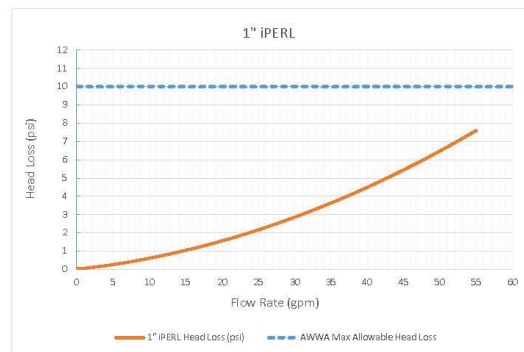
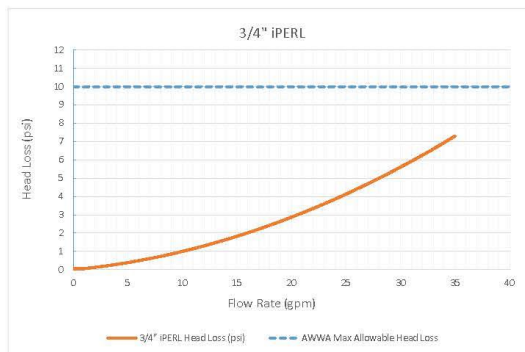
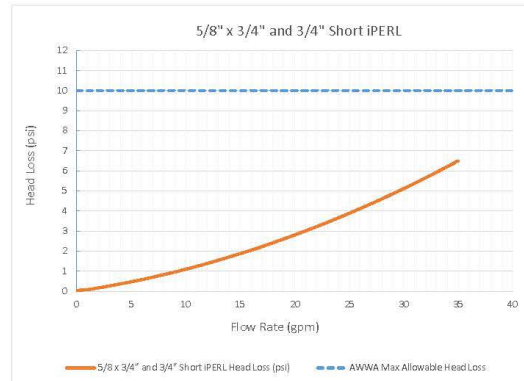
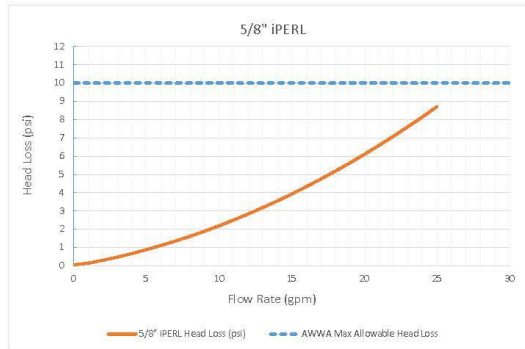
DIMENSIONS AND NET WEIGHTS

Meter Size	A	B	C	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8" (DN 15 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	5/8" (15 mm)	3/4" (20 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
5/8" x 3/4" (DN 15 mm x 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" Short (DN 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" (DN 20 mm)	9" (229 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.2 lb. (1.45 kg)
1" (DN 25 mm)	10-3/4" (273 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	1" (25 mm)	1-1/4" (32 mm)	4-1/2" (114 mm)	3.3 lb. (1.5 kg)

iPERL+ Smart Water Meter

Electromagnetic Flow Measurement System

Head Loss Curves



Xylem.com | Sensus.com

SENSUS | 639 Davis Drive | Morrisville, NC 27560 | 800.638.3748

©2024 Sensus. All products purchased and services performed are subject to Sensus' terms of sale, available at either sensus.com/TC or 1-800-638-3748. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer. The Sensus logo is a registered trademark of Sensus.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.



ally® Smart Water Meter

Electromagnetic Flow Measurement with Remote Management Valve

The Sensus ally® water meter features an integrated 3-state valve, temperature and pressure sensors and alarms. ally has no moving parts and is based on our innovative electromagnetic flow measurement technology.

Industry Leading Performance

The patented measurement technology of the ally meter provides continuous and enhanced accuracy ranges at both low and high flows and perpetual accuracy over the life of the product. Accuracy is not effected by various flow conditions, disturbances, or particulates in the water system. The ally meter has a 15-year life cycle, along with a 15-year accuracy warranty.

Construction

The ally is an integrated unit that incorporates an electronic register, 3-state valve, temperature sensor, pressure sensor, and a measuring device encased in an external housing. The measuring device is comprised of a composite alloy flowtube with externally-threaded spud ends.

Electronic Register

The high resolution 9-digit electronic register was designed to eliminate dirt and moisture contamination in pit settings. The tempered glass register cover displays readings with the AMI digits highlighted. Direction of flow, rate of flow and units of measure are also easily readable on the register display. The ally register features programmable AMI resolution and unit of measure, and integral customer data logging of up to 120 days. The display includes battery life, empty pipe, forward/reverse flow, flow rate, leak and tamper, valve, pressure, and temperature indicators. Additionally, the register displays temperature and pressure values, valve state, and active and recent alarms.

Shut-Off Valve

The shut-off valve has 3 states—open, closed, and reduced flow. Reduced flow mode allows 1-2 GPM on average for life sustaining applications (based on 65 psig). The stainless steel ball valve is self cleaning and remains functional due to automatic seat exercising. The ally meter also contains a proprietary actuator to operate the valve.

Tamperproof

The integrated construction of the ally meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the ally meter. The meter communication alarm indicates a possible cut cable.

FEATURES

- 5/8", 5/8" x 3/4", 3/4", and 1" sizes available in potable and reclaim versions
- Starts registering flow as low as 0.03 gpm (0.007 m³/hr)
- Can be installed horizontally, vertically or diagonally
- Compatible with current Sensus AMI systems

BENEFITS

- Control three states of water flow remotely (on, off, reduced)
- Detect leaks to save money and conserve water
- Monitor pressure conditions and temperature conditions
- Smart alarms including empty pipe, high flow, reverse flow, low and high pressure and temperature, customer leak and tamper



ally® Smart Water Meter

Electromagnetic Flow Measurement with 3-State Valve

Smart Alarms

ally meters have many configurable smart alarms designed to protect your utility's investment, enhance customer service, and monitor/optimize distribution systems. These alarms include:

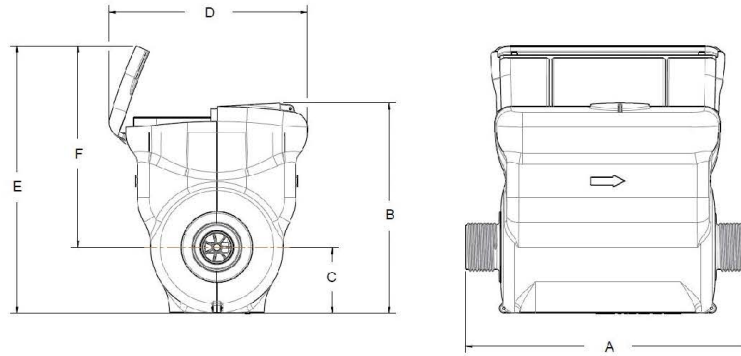
- **Empty Pipe**
Detects the absence of water in the flow tube and sends an alert. Allows you to identify main breaks downstream and water shortages for quicker resolution to ensure water availability. This alarm can also indicate the water meter has been removed from service, or notify you of potential tamper.
- **Tampering**
Detect magnetic interference to reduce apparent water losses and protect against unauthorized activities.
- **Customer Leak**
Detect continual consumption of water over a period of time to indicate downstream leaks. This protects your utility, infrastructure and customers through alarm notifications that can reduce water loss and leak adjustment costs.
- **Low Battery**
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter or valve is running low.
- **Reverse Flow**
Keep untreated water from re-entering your distribution system and deter tampering attempts through an alarm triggered when reverse flow is detected at the meter.
- **High Flow**
Detect broken pipes and reduce property damage through an alert triggered by the detection of excessive flow rates.
- **Pressure**
Get alerted when water pressure exceeds or falls below the pressure threshold to prevent potential disruptions of service.
- **Temperature**
Get alerted when water temperature exceeds or falls below the temperature threshold so you can take action to better protect your meter and water network assets.

SPECIFICATIONS

Service	Measurement of potable and reclaim water. 0-100% humidity. Fully submersible. IP68+ rated.			
Temperature Ranges	Water operating: Ambient air operating: Storage air:	33 °F (0.55 °C) to 80 °F (26.7 °C) -22 °F (-30 °C) to 140 °F (60 °C) -30 °F (-34.4 °C) to 158 °F (70 °C)		
Starting flow	5/8" (DN 15 mm) size: 0.03 gpm (0.007 m³/h)	5/8" x 3/4" (DN 15x20 mm) size: 0.03 gpm (0.007 m³/h)	3/4" (DN 20 mm) size: 0.03 gpm (0.007 m³/h)	1" (DN 25 mm) size: 0.11 gpm (0.025 m³/h)
Low flow range (±3%)	5/8" (DN 15 mm) size: >0.10 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr)	5/8" x 3/4" (DN 15x20 mm) size: >0.10 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr)	3/4" (DN 20 mm) size: >0.10 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr)	1" (DN 25 mm) size: >0.3 gpm (0.068 m³/h) to <0.4 gpm (0.09 m³/hr)
Normal operating flow range (±1.5%)	5/8" (DN 15 mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr)	5/8" x 3/4" (DN 15x20 mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr)	3/4" (DN 20 mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr)	1" (DN 25 mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Sensor Accuracy	Pressure Sensor: ± 1.25% full scale for water temp 35-100 °F (0-200psi) Temperature Sensor: ± 2.00% full scale for water temp 35-100 °F (0-200psi)			
Maximum operating pressure	200 psi (13.8 bar)			
Measurement technology	Solid state electromagnetic flow			
Register	Hermetically sealed, 9-digit programmable electronic register			
Capacity	10,000,000 gallons, 1,000,000 cubic feet or 100,000 m³ capacity.			
Register Resolution	.01 gallons/imperial gallons, .001 cubic foot, or .0001 m³			
Conformance to Standards	Meets the requirements of NSF 61, Annex G and NSF 372. Exceeds the most current revision of AWWA Standard C-715.			
Materials	External housing - Thermal plastic Flowtube - Polyphenylene sulfide polymer		Electrode - Silver/silver chloride Register cover - Tempered glass	

ally® Smart Water Meter

Electromagnetic Flow Measurement with 3-State Valve



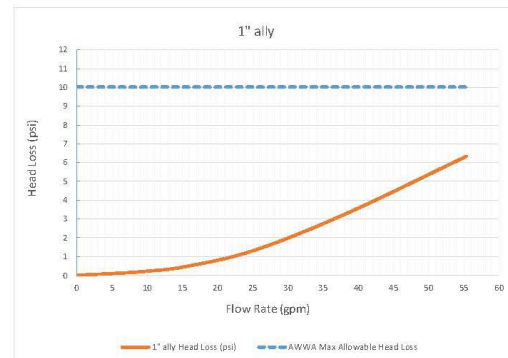
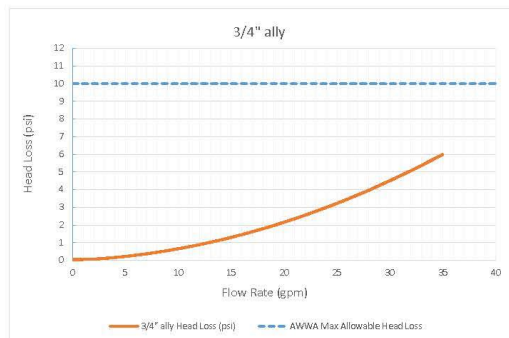
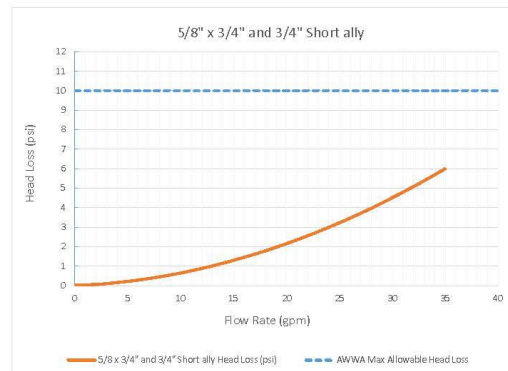
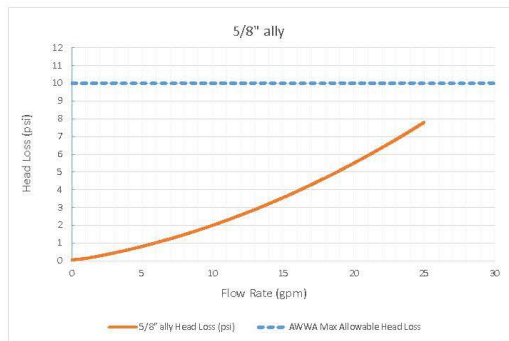
DIMENSIONS AND NET WEIGHTS

Size	A	B	C	D	E	F	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8" (DN 15 mm)	7-1/2" (190 mm)	5-1/2" (140 mm)	1-3/4" (44 mm)	5-1/2" (140 mm)	7" (178 mm)	5-1/4" (133 mm)	5/8" (15 mm)	3/4" (20 mm)	4-3/4" (121 mm)	3.3 lb. (1.5 kg)
5/8" x 3/4" (DN 15 mm x 20 mm)	7-1/2" (190 mm)	5-1/2" (140 mm)	1-3/4" (44 mm)	5-1/2" (140 mm)	7" (178 mm)	5-1/4" (133 mm)	3/4" (20 mm)	1" (25 mm)	4-3/4" (121 mm)	3.3 lb. (1.5 kg)
3/4" Short (DN 20 mm)	7-1/2" (190 mm)	5-1/2" (140 mm)	1-3/4" (44 mm)	5-1/2" (140 mm)	7" (178 mm)	5-1/4" (133 mm)	3/4" (20 mm)	1" (25 mm)	4-3/4" (121 mm)	3.3 lb. (1.5 kg)
3/4" (DN 20 mm)	9" (229 mm)	5-1/2" (140 mm)	1-3/4" (44 mm)	5-1/2" (140 mm)	7" (178 mm)	5-1/4" (133 mm)	3/4" (20 mm)	1" (25 mm)	4-3/4" (121 mm)	3.4 lb. (1.54 kg)
1" (DN 25 mm)	10-3/4" (273 mm)	5-1/2" (140 mm)	1-3/4" (44 mm)	5-1/2" (140 mm)	7" (178 mm)	5-1/4" (133 mm)	1" (25 mm)	1-1/4" (32 mm)	4-3/4" (121 mm)	3.8 lb. (1.72 kg)

ally® Smart Water Meter

Electromagnetic Flow Measurement with 3-State Valve

Head Loss Curves



Xylem.com | Sensus.com

SENSUS | 637 Davis Drive | Morrisville, NC 27560 | 800.638.3748

©2022 Sensus. All products purchased and services performed are subject to Sensus' terms of sale, available at either sensus.com/TC or 1-800-638-3748. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer. The Sensus logo is a registered trademark of Sensus.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.

CORDONEL



DATA SHEET
WDS-10063-02



Cordonel® Ultrasonic C&I water meter

Cordonel® is an innovative ultrasonic C&I water meter with patented flow technology that measures low- to high-volume flow with unmatched accuracy. Equipped with pressure and temperature sensing, alarms, and data storage, it fills a critical need in commercial, industrial, and irrigation markets.

FEATURES

- Advanced UOD0 capability - zero straight pipe requirements
- Installation in horizontal and vertical pipe orientations
- LCD for consumption, flow, temperature, pressure (optional) and status information
- NFC wireless interface for readout of the last volume reading
- Optional pulse output with programmable weights and widths

BENEFITS

- Maintenance free
- No accuracy degradation
- Secure encrypted data transmission
- 20-year warranty in normal operating conditions

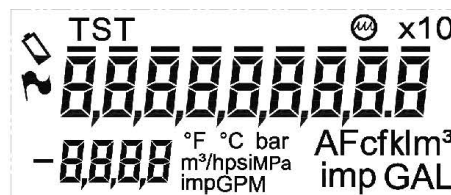
Superior accuracy

Cordonel's patented flow rate technology ensures that every drop of water passes through one of its three individual measuring paths. Cordonel's horizontal and vertical pipe orientations means no straight upstream and downstream pipe requirements; measurements are accurate even behind a 90-degree bend. With solid-state ultrasonic engineering and reliable readings over its 20-year battery life, Cordonel delivers accuracy unmatched in the industry.

Applications

- Residential, Irrigation, and Commercial
- AMI and AMR output
- Hot water measurement up to 122 °F
- High, low, and variable flow monitoring
- Leak detection
- Pulse output capability
- District Metering Area analysis

Display



 Alarm is triggered

 Low battery level is reached

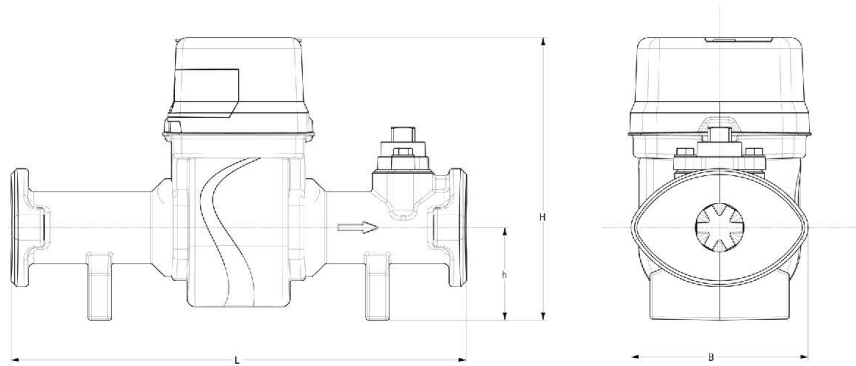
TST System is set up in hydraulic testing mode

⊕⊖ Indicates positive or negative flow



Cordonel®

Ultrasonic C&I water meter



DIMENSIONS AND NET WEIGHTS

Size	L (lay length)	B (width)	H (Height)	h (Height to pipe axis)	Net Weight (kg)
1.5" (DN 40 mm)	13" 330mm	6.22" 158mm	9.6" 244mm	3.15" 80mm	11.4
2" (DN 50 mm)	10" 254mm	6.22" 158mm	9.6" 244mm	3.15" 80mm	10.8
	15.25" 387mm	6.22" 158mm	9.6" 244mm	3.15" 80mm	12.6
	17" 432mm	6.22" 158mm	9.6" 244mm	3.15" 80mm	13.1
3" (DN 80 mm)	17" 432mm	7.87" 200mm	10.8" 275mm	3.74" 95mm	23.8
	19" 483mm	7.87" 200mm	10.8" 275mm	3.74" 95mm	24.9
4" (DN 100 mm)	20" 508mm	9" 229mm	12.2" 310mm	4.37" 111mm	34.0
	23" 584mm	9" 229mm	12.2" 310mm	4.37" 111mm	36.2

Cordone!®

Ultrasonic C&I water meter

SPECIFICATIONS

Service	Measurement of potable and reclaim water.			
Temperature Ranges	Water operating: Ambient air operating: Storage air:	33 °F (0.55 °C) to 122 °F (50 °C) -22 °F (-30 °C) to 140 °F (60 °C) -30 °F (-34.4 °C) to 158 °F (70 °C)		
Starting Flow	1-1/2" (DN 40 mm) size: 0.05 gpm (0.012 m3/h)	2" (DN 50 mm) size: 0.05 gpm (0.012 m3/h)	3" (DN 80 mm) size: 0.15 gpm (0.033 m3/h)	4" (DN 100 mm) size: 0.24 gpm (0.054 m3/h)
Low Flow (±3%)	1-1/2" (DN 40 mm) size: 0.18 gpm (0.04 m3/hr)	2" (DN 50 mm) size: 0.18 gpm (0.04 m3/hr)	3" (DN 80 mm) size: 0.44 gpm (0.10 m3/hr)	4" (DN 100 mm) size: 0.70 gpm (0.16m3/hr)
Normal Water Operating Flow Range (±1.5%)	1-1/2" (DN 40 mm) size: 0.26 to 340 gpm (0.06 to 40 m3/hr)	2" (DN 50 mm) size: 0.26 to 395 gpm (0.06 to 40 m3/hr)	3" (DN 80 mm) size: 0.70 to 880 gpm (0.16 to 100 m3/hr)	4" (DN 100 mm) size: 1.14 to 1365 gpm (0.26 to 160 m3/hr)
Maximum Continuous Operation	1-1/2" (DN 40 mm) size: 220 gpm (50 m3/hr)	2" (DN 50 mm) size: 220 gpm (50 m3/hr)	3" (DN 80 mm) size: 550 gpm (125 m3/hr)	4" (DN 100 mm) size: 880 gpm (200 m3/hr)
Maximum Intermittent Operation	1-1/2" (DN 40 mm) size: 340 gpm (78 m3/hr)	2" (DN 50 mm) size: 395 gpm (90 m3/hr)	3" (DN 80 mm) size: 880 gpm (200 m3/hr)	4" (DN 100 mm) size: 1365 gpm (310 m3/hr)
Maximum Operating Pressure	200 PSI (13.8 bar)			
Register	Fully electronic sealed register with programmable registration (Gal. /Cu.Ft./ Cu. Mtr. / Imp. Gal. / Acre Ft.) Programmable		AMR/AMI reading and pulse outputs Guaranteed 20-year battery life	
Access Port	Stainless steel with optional NPT riser			
Flange Connections	U.S. ANSI B16.1 / AWWA Class 125			
Materials	Maincase - Epoxy coated ductile iron Measuring Transducers - High grade polymer Inner tube - High grade polymer; stainless steel		Battery - Lithium Gaskets - EPDM Other materials - Glass fiber reinforced polymer; stainless steel	

Cordone!®

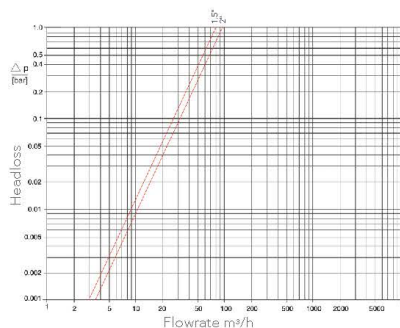
Ultrasonic C&I water meter

Smart Alarms

Cordone! meters have many configurable smart alarms designed to protect your utility's investment, enhance customer service, and monitor/optimize distribution systems. These alarms include:

- **Empty Pipe**
Detects the absence of water in the flow tube and sends an alert. Allows you to identify main breaks downstream and water shortages for quicker resolution to ensure water availability. This alarm can also indicate the water meter has been removed from service, or notify you of potential tamper.
- **Customer Leak**
Detect continual consumption of water over a period of time to indicate downstream leaks. This protects your utility, infrastructure and customers through alarm notifications that can reduce water loss and leak adjustment costs.
- **Low Battery**
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter or valve is running low.
- **Reverse Flow**
Keep untreated water from re-entering your distribution system and deter tampering attempts through an alarm triggered when reverse flow is detected at the meter.
- **High Flow**
Detect broken pipes and reduce property damage through an alert triggered by the detection of excessive flow rates.
- **Pressure**
Get alerted when water pressure exceeds or falls below the pressure threshold to prevent potential disruptions of service. Standard in 3" and above; optional in 1.5" and 2" sizes.
- **Temperature**
Get alerted when water temperature exceeds or falls below the temperature threshold so you can take action to better protect your meter and water network assets.

Typical Headloss Curve



Xylem.com | Sensus.com

SENSUS | 637 Davis Drive | Morrisville, NC 27560 | 800.638.3748

©2023 Sensus. All products purchased and services performed are subject to Sensus' terms of sale, available at either sensus.com/TC or 1-800-638-3748. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer. The Sensus logo is a registered trademark of Sensus.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.

520M SMARTPOINT



DATA SHEET
WDS-10024-04



SmartPoint 520M

Pit Set Module

The SmartPoint® 520M Pit Set Module is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 520M is designed for submersible, pit-set environments.

TouchCoupler Design

The SmartPoint 520M Module utilizes TouchCoupler, the patented Sensus inductive coupling communication platform, to interface with the encoded meter. With TouchCoupler, the SmartPoint 520M Module can connect to the meter using existing two wire AMR installations instead of requiring utilities to access the meter to install a new three-wire connection. This results in a fast, efficient and reliable connection at minimal cost.

BENEFITS

- Easily receives input from either walk-by/drive-by or fixed-base collection device
- Controls both deployment and lifetime operation costs
- Compact installation that saves time, space and money - without reducing system performance
- Delivers a fast, efficient and reliable connection at minimal cost
- Minimizes new infrastructure investment
- Enables effective leak detection

Operation

With its migratable, two-way communication ability, the M-Series SmartPoint functions as a walk-by/drive-by endpoint, fixed-base endpoint, or combination of the two. This flexibility increases utility data collection capabilities and streamlines operations. The SmartPoint 520M Module receives input from the meter register and remotely sends data to a walk-by/drive-by or fixed-base collection device. The SmartPoint 520M Module easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint 520M Module collects data and awaits an activation signal from the Vehicle Gateway Basestation (VGB) or Hand-Held Device (HHD). Upon signal receipt, it transmits readings, the meter identification number and any alarms.

As a fixed-base endpoint, the SmartPoint 520M Module interacts with one or more strategically placed Base Stations located in the utility service area. Top of the hour readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI)™ at time of transmission. The FlexNet® communication network provides unmatched reliability by using expansive tower receiver coverage of metering end points, data/message redundancy, failover backup provisions and operation on FCC primary use (unshared) RF spectrum.

Powerful Transmission, Flexible Platform

The SmartPoint® 520M Pit Set Module offers several advantages that control both deployment and lifetime operation costs. Its powerful, industry-leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And after the SmartPoint is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.



SmartPoint 520M

Pit Set Module

Additional Smartpoint 520M Module Features

The SmartPoint 520M Module obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint stores up to 840 consumption intervals (35 days of hourly consumption), providing the utility with the ability to extract detailed usage profiles for consumer information and dispute resolution. The SmartPoint also incorporates a two-port design, allowing the utility to connect multiple registers and ancillary devices (such as acoustic monitoring) to a single SmartPoint. This results in a compact installation that saves time, space and money - without reducing system performance.

SPECIFICATIONS

Service	Pit set installation interfacing the utility meter to the Sensus FlexNet communication network. Unit requires 1.75" diameter hole in pit lid; fits pit lid thicknesses up to 1.75"
Physical characteristics	Width: 4.43" x Height: 5.09" x Depth: 3"
Weight	1.0 lbs/16.0 oz
Color	Black
Frequency range	900 - 950 MHz, 8000 channels X 6.25 kHz steps
Modulation	Proprietary Narrow Band
Memory	Non-Volatile
Power	Lithium Thionyl Chloride batteries
Approvals	US: FCC CFR 47: Part 24D, Part 101C, Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134, RSS-119
Operating temperature	- 22° F to +185° F - 30° C to + 85° C
Options	Dual or single port availability; TouchCoupler only, wired only
Installation environment	100% condensing, water submersible
Compatibility	TouchCoupler and Wired Version: Sensus Encoder Registers, Badger ADE water registers, Master Meter AccuLinx, and Hersey Translator (approved TR/PL Lead) Wired Version Only: Elster Encoder (Sensus protocol), Neptune ARB VI (ProRead), Hersey Translator, Zenner PMN Nitro 01, McCrometer flowcom FC100-00M, and Kamstrup flowIQ 2100 Refer to the 510M/520M SmartPoint® Module Water Meter and Ancillaries Compatibility Quick Guide for the latest compatibility information.
Warranty	20 years - Based on six transmissions per day. Refer to Sensus G-500 for warranty.



Xylem.com | Sensus.com

SENSUS | 637 Davis Drive | Morrisville, NC 27560 | 800.638.3748

©2020 Sensus. All products purchased and services performed are subject to Sensus' terms of sale, available at either sensus.com/TC or 1-800-638-3748. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer. The Sensus logo is a registered trademark of Sensus.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.

M420B BASE STATION



DATA SHEET
ADS-10023-01



FlexNet M420B Base Station

Compact Point-to-Multipoint Base Station

The Sensus FlexNet® M420B Base Station offers a strategic communications option for public service providers with endpoints deployed in remote or densely populated areas.

The efficient transceiver can transmit and receive in a 200kHz band of spectrum. 200kHz enables more dedicated channels, resulting in higher network capacity, allowing more granular data and more channels of data. The Sensus FlexNet communication network delivers eight times the transmit power of competitive systems over primary-use licensed spectrum - ensuring reliability for mission critical applications.

The architecture enables reliable communication of status and usage information with fewer access points than other network architectures. These compact, efficient base stations fit in space-constrained environments and require no air conditioning.

FEATURES

- GPS receiver for time synchronization
- Duplexer for single antenna
- IP-addressable power supply with hot-swap capability
- 8-hour battery backup
- Alarms and reporting capability
- Backhaul via Ethernet/IP
- Heated battery for cold weather environments
- Modular construction for easy serviceability

APPLICATIONS

- Two-way Advanced Meter Infrastructure (AMI)
- Distribution Automation (DA)
- Demand Response (DR)
- Home Area Networks (HAN)
- RNI 4.x or newer
- NCS 2.0
- Unified 3.x
- Micro Grid and Grid Edge

Licensed Radio Spectrum

In North America, FCC/ISED protected primary-use spectrum avoids competition with other wireless services, interference from other radio devices and the risk of being taken over by emergency service providers.

Fewer Access Points

Our point-to-multipoint architecture directly connects base stations to endpoints over large geographic areas - greatly reducing the number of network backhaul connections as well as O&M costs.

Resilient Network Design

Sensus Base Stations continue to provide real time data during outages and emergencies because of eight hour plus battery backup - enabling better workforce management and faster service restoration.

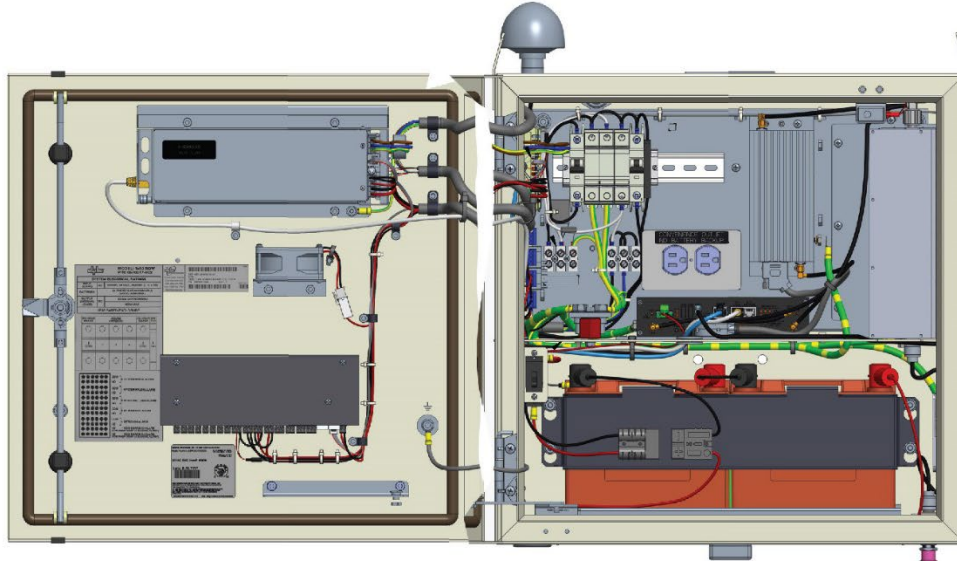
Small Footprint

Flexible pole or wall-mounting options enable strategic deployment with a discreet appearance.



FlexNet® M420B Base Station

Compact Point-to-Multipoint Base Station



PROPERTIES

Receive bandwidth	200 KHz
Transceivers	Single
Spectrum	Licensed 900 MHz PCS/MAS
Duplexing	Thirty-two receivers
Applications	Single
Expandability	No
Compatibility	SNMP
FlexNet	RNI 4.x or newer Unified 3.x or newer NCS 2.0 or newer

ENCLOSURES - OUTDOOR - POLE/WALL MOUNT

Height	22" (55.9 cm)
Width	22" (55.9 cm)
Depth	10.5" (26.7 cm)
Weight	150 lbs. (approx.)
Capacity	One transceiver
Temperature	-40° to +122° F (-40° to +50° C)
Voltage	120 VAC
Battery backup	8 hours
NEMA rating	4
Air conditioned	No



Xylem.com | Sensus.com

SENSUS | 637 Davis Drive | Morrisville, NC 27560 | 800.638.3748

©2023 Sensus. All products purchased and services performed are subject to Sensus' terms of sale, available at either sensus.com/TC or 1-800-638-3748. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer. The Sensus logo is a registered trademark of Sensus.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.



The Intelligent Solution for Water Distribution Systems
ECLIPSE
i series

Eclipse i-Series #9300WC-i



Intelligent Monitoring
Station for Warm
Climates

Features

- 3/8" Compression Inlet
- Programmable Logic Controller (PLC)
 - SCADA compatible via Modbus, Modbus IP, DF1, Profibus, CANopen, or custom serial / Ethernet protocols
- Two micro-SD cards and standard SD adapters
- Amperometric Chlorine Sensor (no reagents required) and temperature sensor
- Scalable to house up to 3 additional sensors (not including pressure)
- Locking powder-coated aluminum enclosure and pedestal
- 24-volt lithium ion battery with solar recharger
- Sampling Point Bibb

Touch-Screen PLC with App*

Valve: Closed	ECLIPSE i series	05/31/18 09:18:29
9300i- 24- 1XX- XXX- XXX- 3		
Cmb Cl:	0002.44	PPM
Samp. Time: 01.00.00		
DESIRED LEVELS:		ACTIVE READINGS:
Cl: 01.50 PPM	Temp: 84.27 F	
		Pres: 000.0 PSI
Menu	F1-LOCK READING	F2-SWITCH SENSOR

Local Control	
Blow-Off CLOSED	Sampling OPEN
CLOSE OPEN	CLOSE OPEN
CYCLE HYDRANT	STOP HYDRANT
Time Left in Cycle: 01.00.00 HH:MM:SS	Current Reading 02.39 PPM

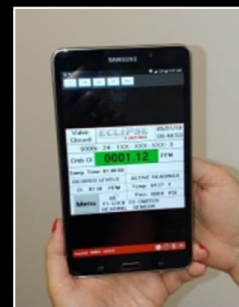
Features

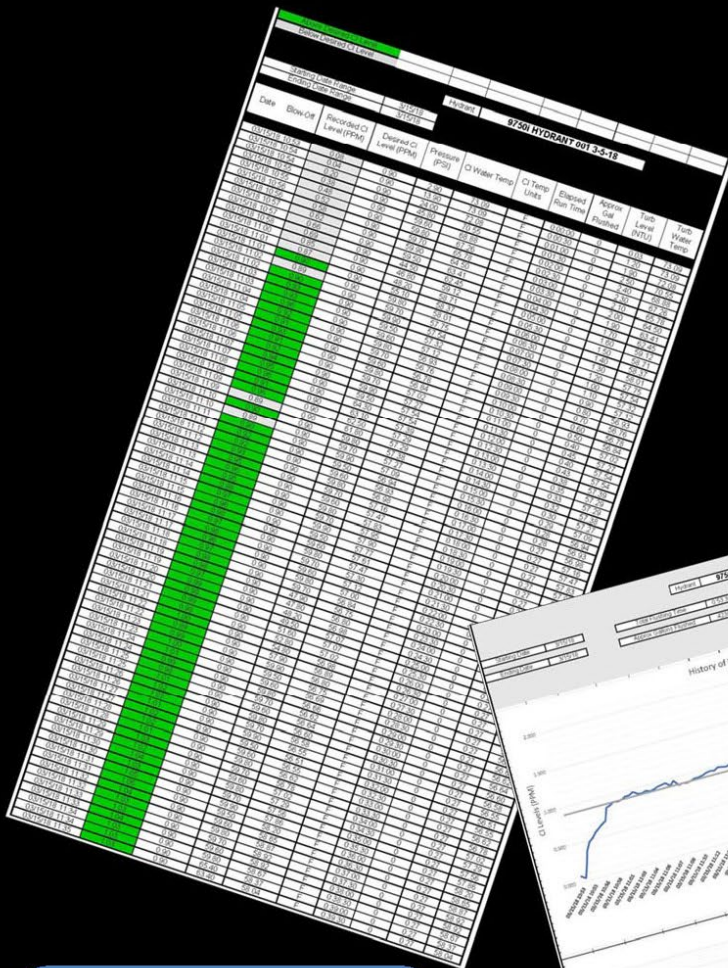
- Human Machine Interface (HMI)
- Monitor water quality live on the free downloadable app for smartphones and tablets
- Remotely control monitoring station by phone or tablet (i.e. open/close valves, etc.)

*Requires PLC upgrade and RV50 Wireless Gateway Package

Additional Available Sensors

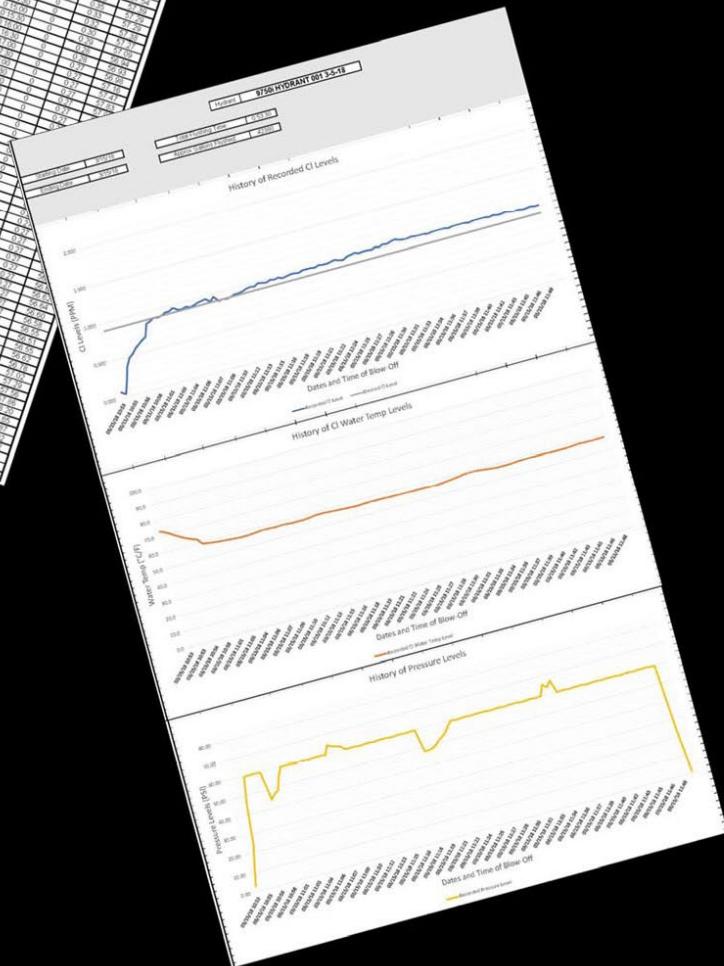
- Free, Combined or Total Chlorine
- Turbidity
- Conductivity
- ORP
- Dissolved O₂
- pH
- Pressure
- Fluoride
- Etc.





The Eclipse i-Series #9300WC-i automatically captures and records all water quality data. Data can be easily retrieved and imported into pre-formatted Excel worksheets

Analysis Table
Reports display all water quality activity for each installed sensor in both table and graphic formats.





Can be buried or mounted on a concrete pad



Sturdy powder-coated aluminum enclosure



Scalable up to 4 separate sensors



Easy accessibility to micro-SD data card and other components

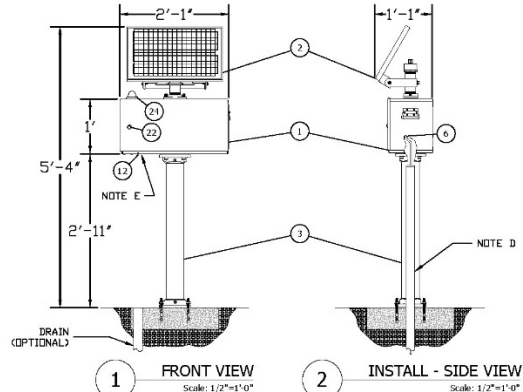
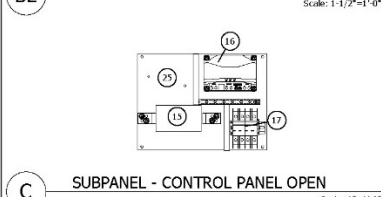
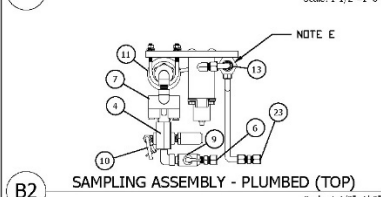
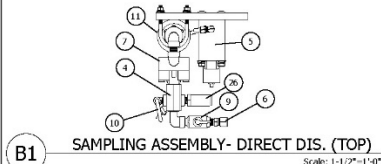
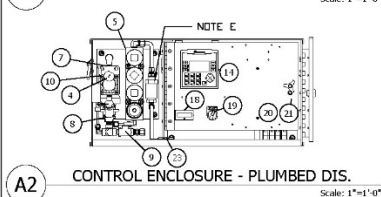
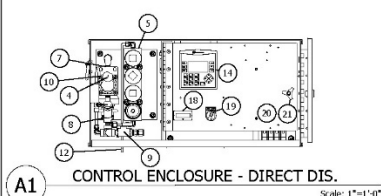


Ergonomic pedestal design



2511 North 9th Street
St. Louis, MO 63102
800-231-3990
www.hydrants.com
info@hydrants.com

#9300i-WC : PERMANENT INTELLIGENT WATER QUALITY STATION



I-SERIES PRODUCT ORDERING GUIDE											
MODEL #	9300i	-WC-	24LIS-	0-	0-	0-	0-	0-	0-	0-	0-
SUBSECTION	1	E	3	1	1	1	1	1	1	1	1
MODEL SHOWN IN VIEW 3: 9300i-WC-24LIS-0-0-0-0-0-0-0-0-0-0-0-0											
SUBSECTION	DESCRIPTION	MODEL #	DESCRIPTION								
1	PERMANENT I-SERIES MONITORING STATION	9300i									
2	CLIMATE	VC	VARIOMETER								
3	POWER	24LIS	24 VDC, 10 AMP HOUR LITHIUM ION BATTERY WITH SOLAR RECHARGING								
4	DEPTH OF BURY	0	N/A								
5	COMMUNICATION	A	CELLULAR (GPRS) GATEWAY								
		B	ALARM INDICATION LIGHT								
		C	ETHERNET CABLE ADAPTER								
		D	SECOND SERIAL CABLE ADAPTER								
6	BACKFLOW PREVENTION	X	NONE								
		A	1/4" DUAL CHECK VALVE								
7	PRESSURE SENSOR	X	NONE								
		X	ANALOG 0-2000 PSI SENSOR								
CHOOSE UP TO 4 SENSORS FOR SUBSECTIONS B-D. LEAVE UNUSED SUBSECTIONS BLANK.											
SENSORS	B - SENSOR #1	A	FREE CHLORINE	H	DISSOLVED OXYGEN						
	9 - SENSOR #2	B	COMBINED CHLORINE	I	FLUORIDE						
	10 - SENSOR #3	C	TOTAL CHLORINE	J	DISSOLVED OZONE						
	11 - SENSOR #4	D	PH	K	CHLORINE DIOXIDE						
		E	PERACETIC ACID	L	PERACETIC ACID						
		F	ORP	M	HYDROGEN PEROXIDE						
	12 - 15 - ADDITIONAL SENSORS #5 - #8	G	CONDUCTIVITY	N	CUSTOM GALLIUM						
PLEASE SEE CUT SHEET FOR UPGRADE AND AVAILABLE OPTIONS											

GENERAL SENSOR SPECIFICATIONS	
VOLTAJE	BUS POWERED 5 VDC
COMMUNICATIONS	SERIAL 485
CONNECTIONS	RS-485 (B+/B-)
CHLORINE SENSOR SPECIFICATIONS	
MEASURING RANGE	0.00 TO 5.00 RPM
WETTED MATERIALS	PVC, TEFLOON, VITON, EPDM, NYLON
RESOLUTION	0.01 RPM
POWER	24 VDC
WATER TEMPERATURE SPECIFICATIONS	
MEASURING RANGE	32 TO 158°F
TEMPERATURE INPUT	PT100 RTD 1/2" AUTOMATIC COMPENSATION
ELECTRICAL SPECIFICATIONS	
VOLTAJE	24 VDC
BATTERY SIZE	10 AMP HOURS
CIRCUIT BREAKERS	Q2 5 POLE, 10 AMP PCB
SOLAR PANEL	20 WATTS
PLC SPECIFICATIONS	
OPERATING VOLTAGE	24 V - 28.8 VDC
POWER CONSUMPTION	215 mA @ 24 VDC
INPUTS	Q2 24 VDC
ANALOG INPUTS	Q2 1 (0-20) RESOLUTION, 4-20 mA
OUTPUTS	(6) 1 (INDIVIDUALLY ISOLATED RELAY)
NON-VOLTAJE MEMORY	1000 SYMMETRIC DATA
REMOVABLE MEMORY	STANDARD MICRO SD CARDS (UP TO 32 GB)
COMMUNICATIONS	RS-485 OR RS-485 PORT AND OPTIONAL ETHERNET/IP
OTHER SPECIFICATIONS	
MAX PRESSURE	100 PSI
SAMPLE FLOW RATE	1 FLOWCELL UP TO 25 GALLONS PER HOUR
FLUSH FLOW RATE	~25 LBS
WEIGHT	N/A
NEIGHBOR TEMPERATURE	5°C OR 41°F
REPAIR	N/A
CERTIFICATIONS	NSF/ANSI 372

OTHER SPECIFICATIONS AVAILABLE UPON REQUEST

ITEM	DESCRIPTION
1	ELECTRICAL CONTROL ENCLOSURE
2	SOLAR PANEL ASSEMBLY
3	4" PERISTALTIC WITH FLANGES
4	DC LATCHING SOLENOID
5	NOISE BASED FLOWCELL
6	3/8" COMPRESSION INLET
7	SAMPLING VALVE
8	Y-STRAINER
9	SAMPLING BALL VALVE
10	DEDICATED SAMPLE POINT
11	PRESSURE REGULATING VALVE (PRV)
12	1/4" COPPER DRAIN CHECK DISCHARGE
13	DUAL CHECK VALVE PLUMBED
14	PROGRAMMABLE LOGIC CONTROLLER (PLC)
15	24 VDC LITHIUM BATTERY
16	CHARGE CONTROLLER
17	CIRCUIT BREAKERS
18	BATTERY CAPACITY GAUGE
19	ON/OFF SWITCH
20	HINGED CONTROL PANEL
21	CONTROL PANEL MOUNTING
22	CAM LOCK
23	2-POLY COMB. OUTLET (PLUMBED DISCHARGE)
24	ANTENNA (UPGRADE)
25	RV50 WIRELESS GATEWAY (UPGRADE)
26	ANALOG PRESSURE SENSOR (UPGRADE)

Intelligent Water Quality Station (IWQS) shall be installed in the following locations: _____

The customer shall provide a 3/8" copper tube brought up through the bottom of the pedestal to connect to a 3/8" brass compression inlet located on the sampling assembly. The inlet shall connect to a 1/4" ball valve controlling the flow of water through the sampling assembly. A Y-strainer shall be located immediately after the PVC ball valve for maintenance purposes. From the Y-strainer, a 1/4" sampling point with valve shall be provided to provide a dedicated sampling point. A sampling valve shall be included to control the flow of water through the (IWQS) with the extension and retraction of a DC latching solenoid. The solenoid shall have no loose parts when removed from the valve. The sampling valve shall control the flow of water for the sample stream to a pressure regulating valve (PRV) continuing to a node based flowcell that can house up to 4 plug-and-play sensors. As an upgrade, a second flowcell, increasing the number of available sensor ports to 8, shall be added to the right of the primary flowcell and filling out the appropriate sensors in the Product Ordering Guide for subsections 12-15. The node based Modbus sensor(s) will be directly connected serially to a hub and then connect to the PLC. The specified chlorine sensor shall be amperometric using a membrane sensor which measures chlorine directly without the use of reagents. The standard drain shall directly discharge from the flowcell, the water will plumb away through 1/4" copper tubing out of the bottom of the enclosure and be at the customers discretion as to how they want the water to drain. A direct plumbed discharge version is available and the discharged water shall flow from the flowcell through a 3/8" dual check valve to a 3/8" compression outlet next to the 3/8" compression inlet. For the direct plumbed version, the customer shall provide an additional 3/8" copper tube brought up alongside the inlet tubing in the pedestal. The sample used for water quality monitoring shall not be altered by adding any chemicals or reagents to the sample stream.

The IWQS to be installed on the water lines mentioned above shall use a Unitronics PLC to log water quality parameters into local data tables (viewable at the site) and/or a removable micro SD card in a .CSV file (removable and viewable in Excel). The IWQS shall have the capability to monitor either the free, combined, and/or total chlorine levels in a water distribution system. The unit shall also allow the user to manually flush water from the line with the simple push of a button, allow a maximum of 8 intelligent sampling times per day, have a max flush length per sampling time, and allow the end user to program the minimum and desired chlorine levels.

Unit shall be upgradeable to use a Sierra Wireless RV50 wireless gateway commissioned with an active 2FF SIM on an M2M profile through the customer's cellular carrier (Sprint, Verizon, AT&T, etc.) The RV50 shall forward the information from the PLC to the cellular network where it may be controlled and/or accessed by the customer on a device (smart phone, tablet, laptop, existing SCADA system, etc.) that can connect to the internet. Firewalls and security to be coordinated between Kupferle and the end user.

The control enclosure and pedestal shall be powder coated and include security mounting and the control enclosure shall feature a front opening door with a cam lock. The front panel of the control enclosure with the PLC shall swing open to allow for maintenance, data retrieval, and/or manual battery charging if required. The solar panel shall mount on top of the control enclosure and shall be rotatable (directed southwest when installed) and be positioned to provide for maximum solar hours. The pedestal of the unit can be buried or mounted on a concrete pad. Mounting hardware will not be included less the concrete gasket. Battery shall be 24 V.Lithium Ion with 10 Amp Hours of available power and shall utilize a battery capacity gauge for easy indication of the battery charge. Photovoltaic solar panel shall provide 20 Watts of charging power to the battery through a charge controller. Two - 2 pole 10 Amp circuit breakers shall be used to allow disconnection of the photovoltaic solar panel and the battery. The solar package is sized for the 9300WC-i hydrant only. If the hydrant is upgraded to include communications for SCADA, other than the RV50 option, additional power may be needed.

Unit shall have the capability to control an automatic Kupferle flusher that is within 100 feet of the installed 9300i-WC and flush based on the residuals from the 9300i-WC. Customer shall run the necessary conduit between the automatic flusher and 9300i-WC in accordance with all national and electrical codes. Connection wires not included.

Unit model # shall be 9300i-WC-24LIS-0-0-0-0-0-0-0-0-0-0-0-0 with *s specified in accordance with the product ordering guide as manufactured by Kupferle Foundry Company, St. Louis MO, or approved equal.

NOTES	
A	NOT ALL WIRES AND PIPING SHOWN FOR CLARITY PURPOSES.
B	UNIT SHALL BE DRAINED OF WATER AND SENSORS TAKEN INDOORS IN POTENTIAL FREEZING CONDITIONS.
C	SOLAR PANEL SHALL BE PROPERLY MAINTAINED TO ALLOW FOR MAXIMUM SOLAR CHARGING HOURS.
D	PVC SLEEVE TO BE INSTALLED AROUND PIPING.
E	DIRECT PLUMBED DISCHARGE OPTION AVAILABLE INCLUDING A DUAL CHECK ON THE DISCHARGE LINE.
F	CUSTOMER SHALL PROVIDE PROPER GROUNDING AND/OR LIGHTNING PROTECTION IN ACCORDANCE WITH ALL NATIONAL AND ELECTRICAL CODES.

#9300i-WC SOLAR SPEC

DRAWN	INITIALS	DATE
APPROVED	XXX	10/31/18
MODIFIED	XXX	XXX



2511 NORTH 9TH STREET
ST. LOUIS, MO 63102
1-800-231-3990
FAX 314-231-2820
www.hydrants.com

SHEET 1 OF 1



The Independent Station for Water Distribution Systems
ECLIPSE
i series

Eclipse i-Series #9800i-WC-24LIS_A



Intelligent Monitoring
and Flushing Station
for Warm Climates

Standard Features

- Scalable design to accommodate up to 8 sensors plus temperature and pressure
- Utilizes a Programmable Logic Controller (PLC) including an easy to use local touchscreen HMI
- Amperometric chlorine sensor (reagentless), for direct monitoring without altering sample stream
- Data collection of all water quality and flushing data, stored locally
- Captures all water quality and flushing data on micro SD and is SCADA compatible
- RV50 Wireless Gateway standard, allowing remote communication via SCADA, apps, etc.
- Comes standard with 2 micro-SD cards / 2 adapters for manual data retrieval
- On-site training and commissioning included in purchase

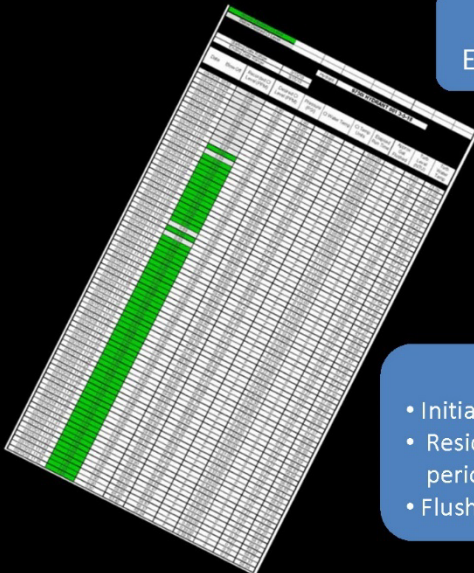
Available Sensors:

- | | | |
|---------------------|--------------------|---------------------|
| • Free Chlorine | • Turbidity | • Fluoride |
| • Combined Chlorine | • ORP | • Others on request |
| • Total Chlorine | • Dissolved Oxygen | |
| • Pressure | • Conductivity | |

Model Specific Features

- Solar powered permanent intelligent flusher
- Monitors and flushes (up to 200 gpm) to maintain programmable water quality goals
- Provides flushing summaries and data logs for maximized efficiency
- Below grade 2" MIP connection with 6" discharge (field, storm, sewer)
- Stand alone turnkey design is ideal for sites where solar is an option
- Power (solar recharging 24 VDC lithium ion battery package) included
- Lockable UV resistant flushing enclosure / locking powder-coated control pedestal RV50

Pre-formatted
Excel worksheets!



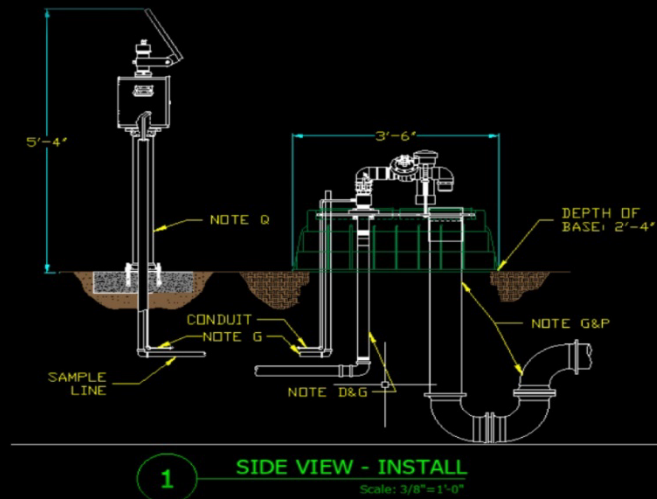
- Graphic Displays:
- Initial vs. final residuals data
 - Residual levels over time period
 - Flushing duration data



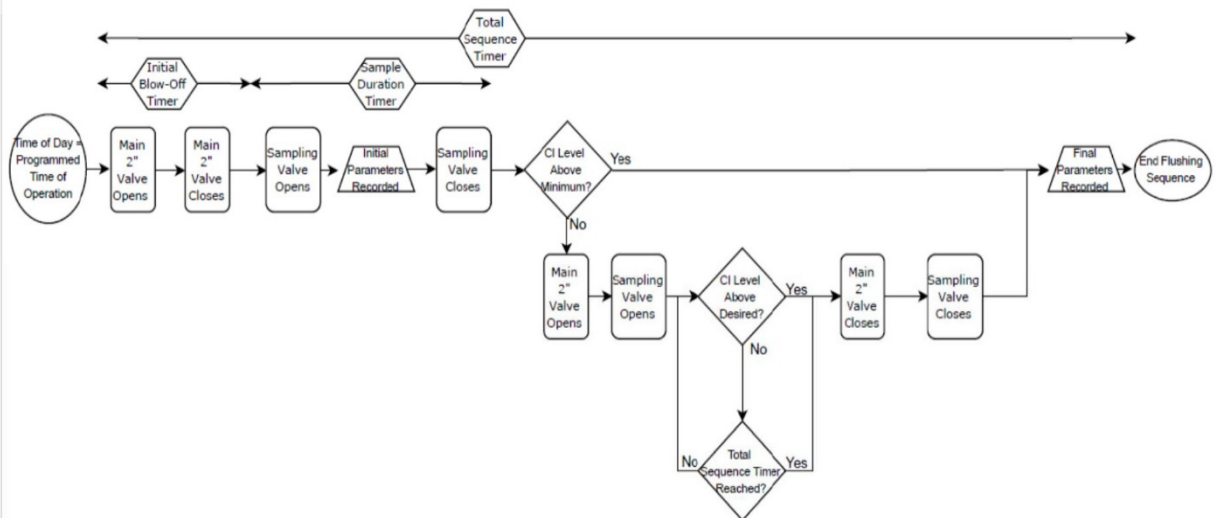
By implementing analytical sensors into traditional flushing applications, Kupferle's Eclipse i-Series Intelligent Product Line can provide the valuable data required to allow a distribution system to function more efficiently. With the ability to program and maintain water quality parameter(s), such as chlorine residual, utilities can identify troublesome or concerning water quality issues, such as water aging, and utilize flushing to help remedy the situation. Efficiency is increased and taken to the next

level, when the i-series products flush the water line based on specific user defined water quality parameters. At the same time, during this process the intelligent products provide further clarity as to what parameters should and can be met.

By implementing PLCs and wireless gateways into the design of these products Kupferle has developed an open-ended platform that allows users to tie into existing SCADA systems, set up a dedicated distribution SCADA system, automate report generation, or just manually retrieve data from the site using micro SD cards.



How Does It Work?



The Intelligent Solution for Water Distribution Systems
ECLIPSE
i series

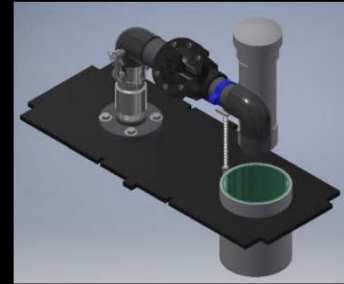
Eclipse i-Series



Sampling Assembly



Control & Power Enclosure



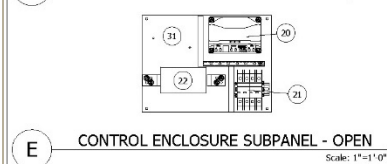
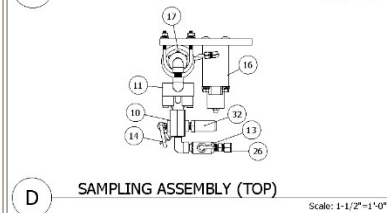
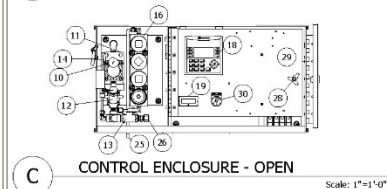
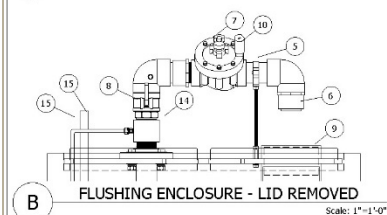
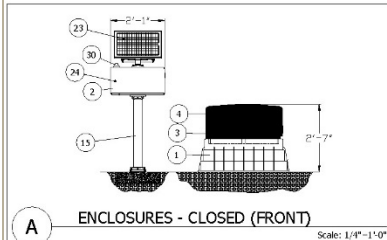
Flushing Valve Assembly

i-SERIES PRODUCT ORDERING GUIDE

MODEL#	9800i	-	WC	-	24LIS_A	-	0	-	*	-	X	-	*	-	*	*	*	
SUBSECTION	1		2		3		4		5		6		7		8	9	10	11
MODEL SHOWN IN VIEW 1: 9800i-WC-24LIS_A-0-A-X-A-AD																		
SUBSECTION DESCRIPTION		MODEL # SUBSECTION				OPTIONS				DESCRIPTIONS								
MODEL		1				9800i				PERMANENT i-SERIES HYDRANT								
CLIMATE		2				WC				WARM CLIMATES								
POWER		3				24LIS_A				24 VDC, 20+ AMP HOUR LITHIUM ION BATTERY WITH PEDESTAL MOUNTED CONTROL ENCLOSURE w/ SOLAR RECHARGING PANEL MOUNTED ON TOP								
DEPTH OF BURY		4				0				N/A								
COMMUNICATION		5				X				NONE								
						A				CELLULAR (RV50 GATEWAY)								
						B				ALARM INDICATION LIGHT								
						C				ETHERNET CARD ADDED								
						D				SECOND SERIAL CARD ADDED								
BUILD OPTIONS		6				X				STANDARD								
						7				DECHLORINATION TABLET FEEDER								
PRESSURE SENSOR		7				X				NONE								
						A				ANALOG 0-200.0 PSI SENSOR								
CHOOSE UP TO 4 SENSORS FOR SUBSECTIONS 8-11. LEAVE UNUSED SUBSECTIONS BLANK.																		
SENSORS		8 - SENSOR #1				A - FREE CHLORINE				H - DISSOLVED OXYGEN								
		9 - SENSOR #2				B - COMBINED CHLORINE				I - FLUORIDE								
		10 - SENSOR #3				C - TOTAL CHLORINE				J - DISSOLVED OZONE								
		11 - SENSOR #4				D - pH				K - CHLORINE DIOXIDE								
		12 : 15 - ADDITIONAL SENSORS #5 : #8				E - TURBIDITY				L - PERACETIC ACID								
						F - ORP				M - HYDROGEN PEROXIDE								
						G - CONDUCTIVITY				X - CUSTOM (CALL)								
PLEASE SEE CUT SHEET FOR UPGRADES AND AVAILABLE OPTIONS																		

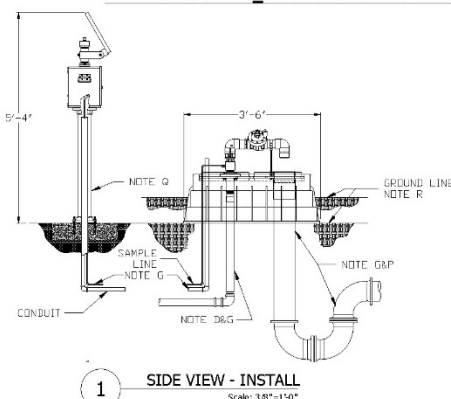


2511 North 9th Street | St. Louis, MO 63102
800-231-3990 | www.hydrants.com | info@hydrants.com



11/30/20	ADDED ENC BURY NOTE
10/31/18	NEW RELEASE.
DATE	STATUS / REVISION

#9800i-WC-24LIS A : PERMANENT INTELLIGENT FLUSHING STATION



1. SERIES PRODUCT ORDERING GUIDE										
MODEL	5000	4VC	24VC	0	1	X	7	8	9	
SUBSECTION	1	2	3	4	5	6	7	8	9	
MODEL CHOICE REVIEW 1: 2=5000, 3=4VC, 4=24VC										
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTIONAL	DESCRIPTION						
MODEL	1	2	3	4	5	6	7	8	9	
1.0	2	3	4	5	6	7	8	9	10	
DESCRIPTION	MODEL	SUBSECTION	OPTION							

Intelligent Flushing Station (IFS) shall be installed in the following location(s):

A 2" stainless steel MIP inlet will lead vertically to the bottom of a 2" flushing valve. The flushing valve shall control the flow of water through the hydrant and its diaphragm with the extension and retraction of a DC latching solenoid. The flushed water shall discharge to the 6" sewer pipe through a removable 2" stream shaper to reduce splashing of the discharged water and allow removal of debris. Maintenance of the flushing valve shall be possible via a 2" stainless steel quick disconnect directly below the flushing valve.

A 3/8" copper tubing sampling line shall be plumbed below the flushing valve and connect to a 1/4" ball valve to allow the flow of water into the sampling assembly. A Y-strainer shall be located immediately after the ball valve for maintenance purposes. From the Y-strainer, a sampling point with valve shall be provided to allow a dedicated sampling point. A sampling valve shall be included to control the flow of water through the IPS with the extension and retraction of a DC latching solenoid. Both solenoids shall have no loose parts when removed from their respective valves. The sampling valve shall control the flow of water to a pressure regulating valve (PRV) and through a node based flowcell that can house up to 4 plug-and-play sensors. As an upgrade, a second flowcell, increasing the number of available sensor ports to 8, shall be added to the right of the primary flowcell and filling out the appropriate sensors in the Product Ordering Guide for subsections 12-15. The node based Modbus sensor(s) shall be serially (RS485) connected to a hub and then to the PLC. The specified chlorine sensor shall be amperometric using a membrane sensor which measures chlorine directly without the use of reagents. From the node based flowcell, the water will plumb away through 1/4" plastic tubing out of the top of the flowcell and empty into the 6" sewer pipe. The sample used for water quality monitoring shall not be altered by adding any chemicals or reagents to the sample stream.

The IFS to be installed on the water line mentioned above shall use a PLC to control the intelligent blow-off of water to maintain chlorine residual levels while collecting data into local data tables (viewable at the site) and/or a removable micro SD card in a CSV file (removable and viewable in Excel). The IFS shall have the capability to monitor either the free, combined, and/or total chlorine levels in a water distribution system. The unit shall also allow the user to manually flush water from the line with the simple push of a button, allow a maximum of 8 intelligent sampling times per day, have a max flush length per sampling time, and allow the end user to program the minimum and desired chlorine levels.

Unit shall be upgradeable to use a Sierra Wireless RV50 wireless gateway commissioned with an active 2FF SIM on an M2M profile through the customer's cellular carrier (Sprint, Verizon, AT&T, etc.) The RV50 shall forward the information from the PLC to the cellular network where it may be controlled and/or accessed by the customer on a device (smart phone, tablet, laptop, existing SCADA system, etc.) that can connect to the internet. Firewalls and security to be coordinated between Kufnerle and the end user.

The IFS shall be enclosed in a lockable, fire resistant enclosure. The control enclosure and pedestal shall be powder coated and include security mounting and the control enclosure shall feature a front opening door with a cam lock. The front panel of the control enclosure with the PLC shall swing open to allow for maintenance, data retrieval, and/or manual battery charging if required. The solar panel shall mount on top of the control enclosure and shall be rotatable (directed southwest when installed) and be positioned to provide for maximum solar hours. The pedestal of the unit can be buried or mounted on a concrete pad. Mounting hardware will not be included less the concrete gasket. Battery shall be 24 V Lithium Ion with 20+ Amp Hours of available power and shall utilize a battery capacity gauge for easy indication of the battery charge. Photovoltaic solar panel shall provide 55 Watts of charging power to the battery through a charge controller. Two - 2 pole 10 Amp circuit breakers shall be used to allow disconnection of the photovoltaic solar panel and the battery. The solar package is sized for all Kupferle components as needed. If the hydrant is upgraded to include communications for SCADA, other than the RV50 option, Kupferle should be contacted regarding the electrical load intended to be powered off the solar package.

Customer shall run the necessary conduit and sampling line between the IFS and solar package in accordance with all national and electrical codes. Connection wires and tubing not included.

Unit model # shall be 9800i-WC-24LIS_A-0-*X-*-* with *'s specified in accordance with the product ordering guide as manufactured by Kupferle Foundry Company, St. Louis MO, or approved equal.

NOTES

A	NOT ALL WIRES AND PIPING SHOWN FOR CLARITY PURPOSES.
B	PVC SLEEVE TO BE INSTALLED AROUND PIPING.
C	ITEM TO BE PROVIDED BY OTHERS.
M	EXPANDING SPRAY FOAM INSULATION TO BE SPRAYED UNDER THE ENCLOSURE AFTER INSTALLATION.
P	KUPFERLE RECOMMENDS THE INSTALLATION OF A 6" DVP P TRAP.
Q	CONDUIT UP TO ENCLOSURE TO GO DOWN TO A DEPTH OF 18" BELOW GRADE PER NEC ARTICLE 300.5
R	ENCLOSURE BASE MAY BE BURIED OR BE FLUSH WITH THE GROUNDLINE.

#98001-WC-24LIS_A SPEC SHEET

	INITIALS	DATE
DRAWN	JRG	10/31/18
APPROVED	DCL	8/16/19
MODIFIED	KJW	11/30/20
SHEET SIZE	SCALE	
B (11x17)	VARIES	



2511 NORTH 9TH STREET
ST. LOUIS, MO 63102
1-800-231-3990
FAX 314-231-2820
www.hydrants.com

SHEET 1 OF 1

GENERAL SENSOR SPECIFICATIONS	
VOLTAGE:	48VDC (NOMINAL)
CONNECTIONS:	WELDED, 400
CONNECTIONS:	WELDED, 400
CHLORINE SENSOR SPECIFICATIONS	
MEASUREMENT RANGE:	0.0 TO 5.000 PHM
MEASURED WATER TEMPERATURE:	10°C TO 30°C
MEASURED WATER TEMPERATURE:	10°C TO 30°C
POWER:	0.05 WATT
WATER TEMPERATURE SENSOR SPECIFICATIONS	
MEASURED RANGE:	25 TO 32°C
TEMPERATURE UNIT:	°F AND °C AUTOMATIC COMPOSITION
ELECTRICAL SPECIFICATIONS	
VOLTAGE:	24VDC
BATTERY SIZE:	30 AMP-HOURS
CIRCUIT BREAKERS:	621 POLAR, 25 AMP, 48VDC
SWITCH PANEL:	8600 VOLT
P.C. SPECIFICATIONS	
OPERATING TEMPERATURE:	30° TO 130° F
POWER CONSUMPTION:	225 MA @ 48VDC
INTERFACE:	RS-232C
ANALOG INPUTS:	(1) 0-10VDC INPUT, 4-20 MA
DIGITAL INPUTS:	(1) INDIVIDUALLY ADDRESSABLE RELAY
ANALOG OUTPUTS:	4-20 MA, 0-5 VDC
NON-VOLATILE MEMORY:	STANDARD HIGH-LEVEL CMOS (UP TO 1024 BYTES)
NON-VOLATILE MEMORY:	STANDARD HIGH-LEVEL CMOS (UP TO 1024 BYTES)
OTHER SPECIFICATIONS	
WATER RESISTANCE:	220 PSI
SHOCK RESISTANCE:	200 G'S FOR 10 SECONDS PER HOUR
FLUSH FLOWRATE:	UP TO 2.0 GPM
MOISTURE TRANSMITTER:	7-11.5% RH
OPERATING:	0-40 °F
OPERATING:	45% RELATIVE HUMIDITY 32

OTHER SPECIFICATIONS AVAILABLE UPON REQUEST

[illegible]

IHYDRANT* OPTIONAL



Dry Barrel

iHydrant® Wireless Pressure and Temperature Monitor



Pressure Sensor

- Pressure Range: -15-500 psi
- Over Pressure: 1000 psi
- Burst Pressure: 2500 psi
- Accuracy: +/-0.75% Full Scale

Temperature Sensor

- Accuracy: +/-1.0° C

Data Logging

- Sample Rate: Configurable up to 256 samples/sec
- Data Captured: Minimum, maximum, and average pressure
- Interval Read: Five minute reads
- Temperature Read: Fifteen minutes reads
- Memory: Greater than 100,000 data values

Event/Alert Monitoring

Configurable minimum/maximum pressure, temperature and transient thresholds

Battery

- 38 Ah Lithium

Communication

- Cellular: LTE modem (selected carrier based on network coverage)

Software Subscription Required

- iHydrant® Cloud based software platform

Enclosure

- IP 65 rated advanced polycarbonate shield
- OEM ductile iron spool
- Retrofit kit or factory installed with new hydrant

Dimensions

- Spool and Enclosure Height: 6"
- Clow: 4.5", Kennedy: 4.5" and 5.25": 10" Diameter Spool
- Clow: 5.25", M&H: 5.25"-11" Diameter Spool
- M&H: 4.5"-9.75" Diameter Spool

*Must include bury depth, main valve size, and color with order information



iHydrant® is a product line of McWane, Inc. | McWane. For Generations.



Pressure & Temperature Monitoring
for Fire Hydrants

Change the way you see water by unlocking valuable information about your water distribution system.

Capture critical data about your water system to better understand how certain events impact areas of the network. Real-time notifications allow you to take proactive measures enabling quicker response times and prioritization of resources when every minute counts.

How healthy your water system is starts by understanding opportunities for improvement. Prevent unnecessary stress on the infrastructure from high pressure and water hammer, which correlates to more frequent main breaks and increased water loss. High temperatures and inadequate pressure can affect water quality and insufficient pressure can also become an issue for firefighting.

Ability to make informed decisions with actual data and not just assumptions can help optimize system performance, validate models, and justify capital improvements. Full-time monitoring year-round provides you with accurate data, real-time alerts, and peace of mind.

Non-revenue water is recoverable and pressure management is the key to reducing water loss from theft, main breaks, and faulty controls which will save on energy and treatment costs.

Gain new insights into the water distribution system that were previously unknown. Not all main breaks surface, by detecting anomalies in pressure trends, unknown issues can be discovered sooner than later.

Envision the future potential of your water system.



CLOW



www.ihydrant.com



The iHydrant Solution

View the latest events

The dashboard provides a map-based overview of your water system, depicting the past 24-hour status of iHydrants deployed. Additional asset layers can be imported to visualize water mains, service lines, valves and pressure zones to gain a better understanding of recent events that happened within the network.



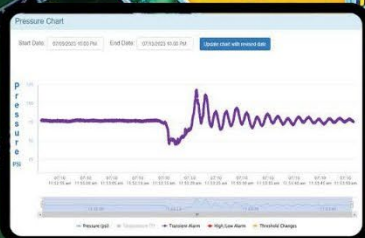
Insight

Knowing where, when, and how a pressure event affects the distribution system can provide information to reduce water loss from main breaks, extend the life of existing infrastructure, and help plan for future maintenance projects. Using the event localization feature, a real time heat map can illustrate where the source of an event originated and its impact across the system.



Flexibility

Manage resources efficiently by customizing pressure, temperature, and transient thresholds with the ability to subscribe to or "snooze" notifications. Maximize the value of the data by integrating to other platforms via an API.



Monitor pressure and temperature year-round on your distribution mains without interfering with the normal operation of dry barrel fire hydrants.

iHydrant's patented approach utilizes sensors installed in the lower valve assembly that is fully enclosed within the fire hydrant. This proprietary product design allows for full operation of the hydrant without altering the flow or modifying the nozzles, caps, operating nuts or bonnet.

Each iHydrant is custom built based on location specific information such as bury depth, main valve size, cellular network coverage, and color.

iHydrant is available as a factory assembled complete fire hydrant or retrofit kit for Clow Medallion, Kennedy K81, and M&H 129.





CLOW VALVE COMPANY

LIMITED WARRANTY

LIMITED WARRANTY FOR GOODS OTHER THAN IHYDRANT® PRODUCTS

For Goods other than iHydrant® products, Seller ("Seller") warrants that the Goods provided by Seller will be of the kind described in the purchase order and free from defects in material and workmanship under conditions of normal use for the warranty periods stated below, provided the Goods are installed and maintained according to Seller instructions and applicable codes. Seller reserves the right to make any modifications required by production conditions to information set forth in Seller's catalogues and advertising literature. Seller will not be liable or responsible for (A) any defects attributed to normal wear and tear, erosion or corrosion, improper storage, use, or maintenance, or use of Goods with incompatible products, or (B) defects in any part of Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, however, that the foregoing will not extend Seller's warranty to any accessory products unless Seller specifically agrees in writing. All warranties are void if Goods are modified or used in conjunction with products or accessories not manufactured or approved by Seller or which are incompatible with Goods. This warranty does not cover failure of any part manufactured by others, failure of any part from external forces, including but not limited to corrosive soils, earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, frost heave or other Force Majeure.

The following warranty periods apply to Goods:

- All fire hydrants and resilient wedge gate valves – **ten (10) years** from date of shipment
- AWWA C500, all specialty valves and any ULFM product not included above – **one (1) year** from date of shipment
- The warranty period for iHydrant products is stated below.

Any claim by Buyer with reference to Goods for any cause will be deemed waived by Buyer unless submitted to Seller in writing within ten (10) calendar days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer will give Seller an opportunity to investigate. If Buyer gives prompt notice to Seller of any defect and an opportunity to inspect the alleged defect as provided above, Seller will, in its sole discretion, either: (i) repair the defective or nonconforming Goods; (ii) replace nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty (60) calendar days after receipt of the Goods at Buyer's plant or storage facilities; or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event will any obligation to pay or refund exceed the purchase price paid. Repair and/or replacement as provided above will be shipped EXW (Ex-Works) Seller's facility (Incoterms® 2020) unless otherwise agreed in writing by Seller. Buyer will prepay all transportation charges for return of all or part of Goods to Seller, unless otherwise agreed in writing by Seller. Seller will not be responsible for any labor, removal, or installation charges that may result from repair and/or replacement of any Goods. Buyer's exclusive remedy and Seller's sole liability for any loss, damage, injury, or expense of any kind arising from manufacture, delivery, sale, installation, use, or shipment of Goods will be, at Seller's option, the remedies described above, whether based on contract, warranty, tort, or any other basis of recovery.

If any claim is made against Buyer based on a claim that any Goods (other than iHydrant products) constitute an infringement of any U.S. Letter Patent, Buyer will notify Seller immediately. Seller may, with Buyer's assistance, if required, but at Seller's expense, conduct settlement negotiations or defense of any litigation. If any such Goods are held to infringe any U.S. Letter Patent, and their use is enjoined, or, if as a result of a settlement, Seller deems their continued use inadvisable and provided that Buyer has given Seller the immediate notice required above and has used Goods only in accordance with the provisions of this Agreement and has not altered or changed them in any material way, Seller will, at its option and expense, procure for Buyer the right to continue using Goods, modify Goods so that they become non-infringing, replace Goods with non-infringing Goods of substantially equal quality, or replace Goods and refund the purchase price, less reasonable depreciation. The above is intended as a complete allocation of risks between the parties, including without limitation liability for patent infringement.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER UNDERSTANDS THAT IT WILL NOT BE ABLE TO RECOVER CONSEQUENTIAL DAMAGES EVEN THOUGH IT MAY SUFFER SUCH DAMAGES IN SUBSTANTIAL AMOUNTS. SELLER WILL NOT BE LIABLE, AND BUYER AGREES TO INDEMNIFY SELLER, FOR ALL PERSONAL INJURY, PROPERTY DAMAGE, AND OTHER LIABILITY RESULTING IN WHOLE OR PART FROM BUYER'S NEGLIGENCE OR WILLFUL MISCONDUCT. NO CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER MORE THAN TWENTY-

August 26, 2024

FOUR (24) MONTHS AFTER DELIVERY OF GOODS TO BUYER. In any contract by Buyer for resale of Goods, Buyer will effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from handling, possession, or use of Goods, and will exclude, as against Seller, any liability for special or consequential damages.

LIMITED WARRANTY FOR IHYDRANT® PRODUCTS

For iHydrant Goods, the following warranties apply:

Hardware.

All standard iHydrant products sold by Seller will be free of defects in material and workmanship under conditions of normal use for **two (2) years** from date of shipment from Seller. Normal use prohibits the removal and use of the included SIM card with any non-iHydrant equipment and such prohibited usage may expose Buyer to additional liabilities. Seller will not be liable or responsible for defects in any part of iHydrant products manufactured by others, but Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, that the foregoing will not extend Seller's warranty to any accessory products unless Seller specifically agrees in writing. This warranty will be void if, in Seller's reasonable opinion, the defect was caused in whole or part by: (a) normal wear and tear, including scratches or other cosmetic damage to the product surface that does not affect the operation of the product; (b) improper handling, use, operation, or testing by anyone other than Seller or an iHydrant certified installer; (c) failure to properly install or maintain the iHydrant product by anyone other than Seller or an iHydrant certified installer; (d) failure to install, maintain, or service products in accordance with the current edition of any applicable safety code or Seller's written instructions; (e) modification, alteration, or unauthorized repair by anyone other than Seller or an iHydrant certified installer; (f) use with products or components that are incompatible with the iHydrant product; (g) Force Majeure events or acts of vandalism, sabotage, or hacking; (h) radio frequency interference; (i) removal from the country where the products were purchased, use in a country in which they are not registered for use, and/or use in a country for which they were not designed; (j) use in fail-safe environments in which failure of the products could lead to personal injury or significant property damage; (k) products having been subjected to operating conditions outside of specified parameters; (l) operational non-performance due to cellular service outages or insufficient cellular service signal coverage, if signal coverage has deteriorated since original installation; or (m) any other cause beyond normal usage in accordance with Seller's written instructions. This warranty is conditioned on proper storage, installation, use and maintenance, including Seller-recommended scheduled maintenance, in accordance with applicable written recommendations from Seller, including but not limited to recommendations arising from preinstallation studies conducted by Seller. Seller reserves the right to make any modifications required by production conditions to information set forth in iHydrant catalogues and advertising literature.

Any claim by Buyer with reference to the product(s) for any cause will be deemed waived by Buyer unless submitted to Seller in writing within ten (10) calendar days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer will give iHydrant an opportunity to investigate. If Buyer furnishes prompt notice to Seller of any defect and an opportunity to inspect the alleged defect as provided above, Seller will, in its sole discretion, either repair or replace any defective product or component thereof, on a pre-emptive basis, meaning that Seller personnel or an iHydrant certified installer will visit the allegedly defective unit in the field and will diagnose it on location. If any on-site defects are found, sufficient component or full product replacements will be installed as soon as possible, preferably on that first diagnostic visit. Should the alleged defect be diagnosed as a firmware or software issue, such issue will be prioritized by the iHydrant Engineering team for their prompt attention. If no defects are discovered, Seller may charge Buyer for any costs directly related to such visit.

Software.

Software Goods are provided by Seller "AS IS" with no warranty of any kind.

Post-Installation Services.

If Seller is providing any paid services after installation, Seller and Buyer will enter into an iHydrant Service Agreement which sets forth Seller's warranty of services.

Intellectual Property.

Except for rights expressly granted by Seller in writing, Seller retains exclusive interest in and ownership of its Intellectual Property developed prior to entering this Agreement or developed outside the scope of this Agreement, including all of the following in any jurisdiction in the world: (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the trademarks and service marks; (b) copyrights, including all applications and registrations relating to them; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) other intellectual property and related proprietary rights, including all additions, updates and bug patches to, improvements on, new versions of, and other modifications to Intellectual Property made by either party during this Agreement. If any claim is made against Buyer based on a claim that any product constitutes an infringement of any U.S. Letter Patent, Buyer will notify Seller immediately. Seller may, with Buyer's assistance, if required, but at Seller's expense, conduct settlement negotiations or

August 26, 2024

defense of any litigation. If any product(s) are held to infringe any U.S. Letter Patent, and their use is enjoined, or, if as a result of a settlement, Seller deems their continued use unadvisable and provided that Buyer has given Seller the immediate notice required above and has used product(s) only in accordance with the provisions of this Agreement and has not altered or changed them in any material way, Seller will, at its option and expense, procure for Buyer the right to continue using product(s), modify product(s) so that they become non-infringing, replace product(s) with non-infringing product(s) of substantially equal quality, or replace product(s) and refund the purchase price, less reasonable depreciation. The above is intended as a complete allocation of risks between the parties for patent infringement.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER UNDERSTANDS THAT IT WILL NOT BE ABLE TO RECOVER CONSEQUENTIAL DAMAGES EVEN THOUGH IT MAY SUFFER SUCH DAMAGES IN SUBSTANTIAL AMOUNTS. SELLER WILL NOT BE LIABLE, AND BUYER AGREES TO INDEMNIFY SELLER, FOR ALL PERSONAL INJURY, PROPERTY DAMAGE, AND OTHER LIABILITY RESULTING IN WHOLE OR PART FROM BUYER'S NEGLIGENCE OR WILLFUL MISCONDUCT. NO CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER MORE THAN TWENTY-FOUR (24) MONTHS AFTER DELIVERY OF GOODS TO BUYER. In any contract by Buyer for resale of Goods, Buyer will effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from handling, possession, or use of Goods, and will exclude, as against Seller, any liability for special or consequential damages.

August 26, 2024

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

This Agreement ("Contract" or "Agreement")) made this _____ day of __, _____ by and between the Town of Jupiter, a municipal corporation of the State of Florida (hereinafter designated as the "TOWN" or "OWNER"), and Core & Main LP, 1101 W. 17th Street, Riviera Beach, FL 33404, a Florida limited partnership, (FEIN 03-0550887) (hereinafter designated as the "CONTRACTOR") (either party may be referred to as "PARTY" individually or "PARTIES" collectively), in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

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

CONTRACTOR to design, furnish and install a turnkey Advanced Metering Infrastructure (AMI) system to replace the Town of Jupiter Water Utility's existing Automated Meter Reading (AMR) system. The AMI system shall be designed to improve customer experience, provide long term accuracy of water billing, improve meter reading efficiency, and provide the means to monitor flow throughout the distribution system. The AMI system to be installed under this contract shall include all the necessary components and services to setup and run the system, not limited to meters, endpoints, meter box lids, network infrastructure, software, and all other necessary and ancillary components for a complete and functional system. The AMI system should be capable of supporting future additional upgrades such as district metering, pressure monitoring, and water quality monitoring.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ADVANCED METERING INFRASTRUCTURE (W2325) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

2.1 The Town has prepared the bidding documents and will administer the contract.

ARTICLE 3. CONTRACT TIME.

3.1 Contractor shall commence the Work and meet the completion dates/milestones as provided in Article 4 of the General Conditions attached hereto as 8.1(y) of the Contract Documents and incorporated as if full set forth herein, and as outlined below. The Work will be completed by Contractor and may be eligible for payment in accordance with Article 5 below and the following durations:

Implementation and Installation of Advanced Metering Infrastructure (AMI) System

Substantial Completion: 730 calendar days from NTP

Final Completion: 820 calendar days from NTP

System Support Services Initial Term: 3,650 calendar days (10 years) from NTP

3.2 OWNER defines Substantial Completion below in Article 6. Project Closeout of this Agreement.

3.3 OWNER defines Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions.

3.4 System Support Services: As specified in 8.1(bb), Network as a Service and Software as a Service shall be

provided as part of this Contract. The Contract may be extended subject to written agreement of the OWNER and CONTRACTOR for an additional ten (10) year period beyond the Initial Term (10 Years).

- 3.5 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The PARTIES also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Article 3.1 above from substantial completion, or as represented in any subsequent executed change order to this Contract for changes in Contract Time in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract; and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3.1 above, or as represented in any subsequent executed change order to this Contract for changes in Contract Time in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract, from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract will be applied to the Substantial Completion date and the Final Completion date individually and accrue until such time as the Work achieves Final Completion, as required, by the Contract.
- 3.6.1 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from any payment application. Liquidated damages under this Contract will be applied to each milestone Substantial Completion date and the Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Article 8 Contract Documents in current funds according to the negotiated and Town approved Appendix C – Proposal Price Schedule unit prices.
- 4.2 CONTRACTOR provided OWNER with an anticipated payment schedule covering implementation and installation of the AMI system that will occur during the first two years of the contract. The payment schedule is attached to and incorporated into the contract as Appendix C – Proposal Price Schedule, and will be the basis upon which OWNER issues the purchase orders for the first and second years of the contract.
- 4.3 Upon award of the Contract by the Jupiter Town Council, OWNER shall issue a purchase order to CONTRACTOR for anticipated expenditures to be incurred during the first year of the Contract. OWNER shall make monthly payments to CONTRACTOR against the purchase order for Work completed and accepted by OWNER during the first year of the contract.
- 4.4 On October 1, 2026, OWNER shall increase the purchase order to CONTRACTOR for expenditures anticipated for the second year of the contract and to Final Completion. OWNER shall continue to make monthly payments to CONTRACTOR against the purchase order for Work completed and accepted by OWNER to final completion of implementation and installation of the AMI system.
- 4.5 Payments for Network as a Service and Software as a Service systems support shall be made by OWNER to CONTRACTOR on an annual basis for each fiscal year (Oct 1 – Sept 30) based on appropriated fiscal

year funding by the Jupiter Town Council in the Town's fiscal year Operating Budget.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in Article 15 of the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town will be made via electronic funds transfer (EFT) and Contractor will provide the Town with the information required to make EFT payments. Additionally, CONTRACTOR must file a W9 Taxpayer Identification Form with TOWN. This form must be submitted and received by the Town's Finance Department before payment will be authorized for any work performed.
- 5.3 Progress Payments. OWNER shall make progress payments on a monthly basis based on Contract Unit Pricing and Work completed and accepted by OWNER, on the basis of CONTRACTOR'S Applications for Payment and supporting invoices for stored materials within twenty (20) business days of receipt of each monthly approved application for payment during the implementation and installation term of the contract. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, retainage on labor only, less in each case the aggregate payments previously made. OWNER shall make payment for materials and equipment delivered and suitably stored but not incorporated into the Work, provided CONTRACTOR supplies supporting invoices with the monthly payment applications as required, and the materials and equipment are match approved submittals, are in good/new condition, and are safely and appropriately stored.
- 5.5 Upon issuance of Certificates of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price, including retainage, as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
- 6.2 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.

- 6.3 Inspection of Work. Promptly after CONTRACTOR'S request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions and Supplementary Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise, as needed, CONTRACTOR's draft of punch list, and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.
- 6.4 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates. There are two milestone Substantial Completion dates associated with this Contract, as such two certificates of Substantial Completion will be issued, one partial, for Work completed during the first year of the contract and a final certificate for Work completed to Final Completion.
- 6.5 Completion of the Punch List. After OWNER'S issuance of a certificate of Substantial Completion with punch list, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. Upon request by CONTRACTOR, OWNER may in its sole discretion provide CONTRACTOR with an additional thirty (30) calendar day period for CONTRACTOR to complete the Punch List. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.
- 6.6 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions, if any, at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Legal Advertisement / Request for Proposals
 - 8.1(c) Part I – General Requirements
 - 8.1(d) Part II – Statement of Work
 - 8.1(e) Part III – Instructions for Preparing Proposals
 - 8.1(f) Part IV – Evaluation of Proposals
 - Part V – Proposal Forms:
 - 8.1(g) Proposal Acknowledgment and Certification
 - 8.1(h) Proposer’s Questionnaire
 - 8.1(i) Reference Check Form
 - 8.1(j) Contractor Safety Qualification Form
 - 8.1(k) Non-Collusive Affidavit Form
 - 8.1(l) Sworn Statement
 - 8.1(m) Drug-Free Workplace Certifications
 - 8.1(n) Contractor E-Verify Affidavit Form
 - 8.1(o) Subcontractor E-Verify Affidavit Form
 - 8.1(p) Proposal Security/Bid Bond
 - Part VI – Contract Documents:
 - 8.1(q) Notice of Intent to Award
 - 8.1(r) Notice of Award
 - 8.1(s) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(t) Notice of Commencement
 - 8.1(u) Combined Payment and Performance Bond
 - 8.1(v) Opinion of Town Attorney
 - 8.1(w) Notice to Proceed
 - 8.1(x) Appendices, including Appendix C – Proposal Price Schedule
 - 8.1(y) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
 - 8.1(z) Supplementary Conditions
 - 8.1(aa) Summary of Work
 - 8.1 (bb) Software as a Service and Spectrum Lease Agreement, including FCC Notification
 - 8.1(cc) Contractor’s Warranty to Owner
 - 8.1(dd) Contractor’s Preliminary Implementation and Installation Schedule
 - 8.1(ee) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.2 The Contract Documents shall include the following documents as well, which are incorporated herein by reference.
- 8.2(a) Town of Jupiter’s Request for Proposals (RFP) and all of its addenda, appendices, and exhibits which are part of the RFP set forth above.
 - 8.2(b) CONTRACTOR’S Certificate of Insurance
 - 8.2(c) CONTRACTOR’S Proposal and all included documents as a response to the TOWN’S RFP
- 8.3 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. INDEMNIFICATION

- 9.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Owner, and their officers, employees and elected officials (each, an “Indemnitee” and, collectively, the “Indemnites”) from and against claims, damages, losses, and expenses, including attorneys’ fees (collectively, “Indemnity Claims”), arising out of or resulting from performance of the Work, whether such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent, reckless or wrongful acts or omissions of the Contractor, a Subcontractor, Sub-subcontractor, materialmen, or agents of any tier or their respective employees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable limited to the Contractor’s insurance policy provided to the Owner. However, in the event that Contractor’s insurance company denies coverage for any Indemnity Claims brought against any of the Indemnites arising out of or resulting from performance of the Work, Contractor shall indemnify the Indemnites for the full amount of the denied amounts of the insurance policy for the damages sustained as a result of the Indemnity Claims.

- 9.2 Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier, excluding a lien recorded due to Owner’s failure to make payment to Contractor as and when due under the Agreement. The Contractor shall substitute a surety bond for the property against which the lien or other claim for payment has been asserted. If the Contractor fails to satisfy, bond or otherwise discharge the lien or claim of lien within thirty (30) days (thus avoiding further liability for damages to owner, if any) after receiving notice of such lien or claim of lien, the Owner may (1) withhold payment in an amount necessary to protect the Owner from such liability, and (2) take such action as it deems advisable to protect itself from such lien or claim of lien and the Contractor shall pay to the Owner the amounts incurred by the Owner, including reasonable attorneys’ fees in taking such protective action. The Contractor’s obligations set in this Section are subject to the condition that the Owner has paid to the Contractor undisputed amounts due for sums correlating to sums claimed under any such judgment or lien. Contractor has the right to bond any Lien within 30 days and avoid any liability for any damages to the Owner.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a Party hereto of any rights under or interests in the Contract Documents will be binding on the other Party without the written consent of the Party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 TOWN’s Public Relations Image – CONTRACTOR’S personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN’s relationship with the public. Any personnel in the employ of the CONTRACTOR involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 10.5 The CONTRACTOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm,

between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services for others. The TOWN may also contract with other contractors and/or companies to provide similar services to the Town. Nothing contained herein gives Contractor the exclusive right to be hired by the Town for the same or similar services. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void. The CONTRACTOR shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

- 10.6 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.
- 10.7.1 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONTRACTOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 10.7.1(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.7.1(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 10.7.1(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 10.7.1(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 10.8 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)
- 10.8(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 10.8(b) Proposers are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 10.8(c) Proposers shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

- 10.8(d) The Apparent Successful Proposer shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 10.8(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 10.8.1 Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
- 10.8.2 Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.
- 10.9 ENTITIES OF FOREIGN COUNTRIES OF CONCERN
- 10.9(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 10.9(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 10.9(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.
- 10.10 SCRUTINIZED COMPANIES LIST
- 10.10(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 10.10(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 10.10(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

- 10.11 ATTORNEY'S FEES. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be brought forth in the Fifteenth Judicial Circuit in and for Palm beach County, Florida for all state claims and in the Southern district of Florida for any federal claims.
- 10.12 Waiver of Jury Trial. The parties mutually, knowingly, and voluntarily acknowledge the waiver of a jury trial, and agree that any litigation will be decided by a Court of competent jurisdiction without a jury.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

PROCEED TO NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

CONTRACTOR

Core & Main LP
1101 W. 17th St.
Riviera Beach, FL 33404

PRINT NAME AND POSITION

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

Software as a Service and Spectrum Lease Agreement

between

Town of Jupiter
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties Town of Jupiter, a Florida Municipal corporation, located at 210 Military Trail, Jupiter, Florida, 33458, hereinafter referred to as the "Town", and Sensus USA Inc., 639 Davis Drive, Morrisville, North Carolina 27560, have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 10 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 10 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: Town of Jupiter

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jim Kuretski
Title: Mayor
Date: _____

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: Agreement
- Exhibit A Software
- Exhibit B Technical Support
- Exhibit C End User License Agreement
- Exhibit D Network as a Service
- Exhibit E Insurance Requirements

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:		
Attention To:		Name of Real Party in Interest:
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

Is Customer contact information same as above? ☐ Yes ☐ No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

3.

Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust ☐ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Mayor: Jim Kuretski	☐ Yes ☐ No	☐ Yes ☐ No
Council Member: Ron Delaney	☐ Yes ☐ No	☐ Yes ☐ No
Council Member: Phyllis Choy	☐ Yes ☐ No	☐ Yes ☐ No
Council Member: Dan Guisinger	☐ Yes ☐ No	☐ Yes ☐ No

Council Member: Malise Sundstrom	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐ Yes ☐ No
---	--

9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☐ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☐ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☐ No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☐ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☐ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☐ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☐ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☐ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☐ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☐ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☐ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Town of Jupiter			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes Sensus providing the specified services, usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution in consideration of Customer's purchase and payment to Sensus' Authorized Distributor under separate agreement by and between Customer and Sensus' Authorized Distributor, for all such goods and services.

2. Software.

A. Software as a Service ("SaaS")

- i Sensus shall provide Customer with SaaS, as defined in Exhibit A, and Technical Support during the Term and only so long as Customer is current in its payments for such services. Upon the expiration or termination of this Agreement, Sensus will have no obligation to provide any further Services or Technical Support.
- ii Sensus will provide Technical Support for any given Release in accordance with Exhibit B for four (4) years from the date Sensus issues the Release. Sensus will provide Engineering Support of any given release for two (2) years from the date Sensus issues the Release. Notwithstanding the foregoing, in the event of a critical security vulnerability (in Sensus' reasonable discretion), Customer acknowledges (i) that in order to receive particular vulnerability or defect corrections (whether by Patch, Update or Upgrade), Customer may need to move to a more recent supported Release of the Software, and (ii) Sensus reserves the right to discontinue supporting Releases of the Software, including in the event such Software has been identified by Sensus as end of life. Sensus may declare Software "end of life" upon either (i) the relevant window of Technical Support or Engineering Support ending or (ii) becoming aware of a security incident or vulnerability.

- B. **Xylem Vue.** Sensus shall grant to Customer continuing access to the Xylem Vue Software, subject to the applicable End User Licensing Agreement ("EULA") outlined in the attached Exhibit C, and only for so long as Customer is current in its payments for the Xylem Vue Software. Sensus acknowledges that the Xylem Vue Software is an essential component of the package being purchased by Customer.

- C. **UCITA.** To the maximum extent permitted by law, the parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Definitions in this Section.** In this Section only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.

- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.

- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.

- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:

- i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to: (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
- ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
- iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
- iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.

- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.

- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.

- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.

- H. **FCC Compliance.** The following FCC requirements apply

- i. Pursuant to 47 CFR 1.9040(a);

- a. Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
- b. If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
- c. This Agreement is not an assignment, sale or other transfer of the FCC License;
- d. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
- e. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.

- ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

- a. Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any

- harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
- b. Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
 - I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
4. **Network as a Service.**
- A. **Generally.** Sensus or its authorized distributor shall provide Customer with Network as a Service ("NaaS"), as defined in Exhibit C, but only so long as Customer is current in its payments to Sensus' authorized distributor.
 - B. **RF Field Equipment.** Sensus owns and will continue to own all RF Field Equipment and may use same for its own benefit.
 - i. **Maintenance of RF Field Equipment.** As a part of NaaS, Sensus shall be responsible for the ongoing maintenance of the RF Field Equipment.
 - a. For RF Field Equipment not located on Customer's site(s), Sensus shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes, electricity, and WAN Backhaul.
 - b. For RF Field Equipment located on Customer's site(s), and for good and valuable consideration stated in this Agreement, Customer agrees to lease and hereby does lease to Sensus adequate space on each relevant site where Sensus will install and operate Sensus-owned RF Field Equipment. Sensus shall obtain any required permits. Customer will supply electric power to the RF Field Equipment. During any Network Continuation Term, as defined below, Sensus shall pay for electric power to the RF Field Equipment. In the event that electric power is not present at a certain Customer site(s), Sensus shall cover the reasonable costs associated with connecting the Customer's site(s) to the Customer's power supply for operation of the RF Field Equipment.
 - ii. **Site Access.** Customer shall provide Sensus and/or Sensus' authorized representative with access to all Customer site(s) necessary for Sensus to perform the NaaS, as defined in Exhibit C.
 - C. **Termination of NaaS.**
 - i. Customer may terminate NaaS and migrate to a Customer owned and operated solution prior to the end of the Term by giving Sensus one hundred twenty (120) days' prior written notice. Should Customer elect to terminate NaaS, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid NaaS fees up to the effective date of termination; and (b) Sensus' provision of NaaS to Customer shall cease as of the effective date of termination.
 - ii. Following termination of NaaS or this Agreement for any reason, Sensus may, at its option, either:
 - a. continue to mount, install, operate, maintain, use and replace the Network and the RF Field Equipment for use by other Sensus customers ("Network Continuation Rights") for the remaining portion of the Term had this Agreement or NaaS not been terminated (that period of time, the "Network Continuation Term"), according to the standard terms and conditions of the tower antennae lease(s), which Customer agrees to negotiate in good faith and make best efforts to renew or extend the tower antennae lease(s) for the complete Network Continuation Term. Within six (6) months following the end of the Network Continuation Term, Sensus will un-install and remove all RF Field Equipment at its cost; or
 - b. permit Customer to purchase the existing installed RF Field Equipment at a price equal to the then-current replacement value (including labor costs) of that RF Field Equipment. If Sensus permits Customer to purchase the RF Field Equipment, Customer acknowledges that it will be responsible for all ongoing maintenance and operation of the purchased RF Field Equipment and all associated expenses.
 - iii. Customer acknowledges that, if Sensus does not permit Customer to purchase the existing installed RF Field Equipment pursuant to Section 4(C)(ii)(b), Customer's Equipment will no longer have network connectivity and will not be able to remotely transmit Customer Data to SaaS. Customer will be responsible for all costs associated with conducting a new Certified Propagation Study and purchasing and installing new RF Field Equipment to maintain FlexNet System functionality and network connectivity with SaaS.
 - D. **Insurance.** Sensus will maintain insurance coverage in the amounts and in the manner set forth in the attached Exhibit D during the Term of the Agreement.
5. **Equipment.**
- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, SENSUS MAKES NO WARRANTIES OR PROMISE (I) THAT ITS SOFTWARE AS A SERVICE, SOFTWARE OR OTHER SERVICES WILL OPERATE IN CONJUNCTION WITH ANY SOFTWARE, SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES, (II) THAT THE OPERATION OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE WILL BE UNINTERRUPTED OR ERROR OR VULNERABILITY FREE, OR (III) THAT ALL DEFECTS, BUGS, ERRORS OR VULNERABILITIES CAN OR WILL BE FIXED OR REMEDIATED. CUSTOMER ACKNOWLEDGES THAT SENSUS DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET OR ACROSS OTHER NETWORKS, AND THE SOFTWARE AS A SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OR OPERATION OF SUCH INTERNET OR NETWORKS. SENSUS IS NOT RESPONSIBLE FOR ANY DAMAGES, INCIDENTS, DELAYS, DELIVERY PROBLEMS, OR OTHER PROBLEMS RESULTING FROM SUCH INTERNET OR NETWORK PROBLEMS. IN NO EVENT IS SENSUS RESPONSIBLE OR LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE THAT ARISE FROM CUSTOMER'S OR ITS THIRD PARTIES' ENVIRONMENT; FAILURE TO IMPLEMENT PATCHES, UPDATES OR UPGRADES; SYSTEMS; CONTENT; NETWORKS; OR DEVICES. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF THE SOFTWARE AS A SERVICE, SENSUS SOFTWARE AND OTHER SERVICES PROVIDED UNDER THIS AGREEMENT.**
6. **Services.**
- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement. Sensus is not responsible for any problems that arise from the installation services (e.g., faulty configuration).
 - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.

- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
- F. **WAN Backhaul** connection services are not included in this Agreement.

7. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached by Sensus from any litigation instituted against Customer in the United States by a third party to the extent alleging that the FlexNet System as provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings and any settlement. Notwithstanding the foregoing, Sensus shall have no obligation or liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no obligation or liability hereunder if such claim is related to: (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use or in a manner that exceeds the licenses and rights provided herein. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may at its option; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY AND OBLIGATION FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates, including from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfil its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. Notwithstanding anything herein to the contrary, in no event will Sensus be liable for the consequences or impact of any Force Majeure event.
- E. **Temporary Service Suspension.** Sensus may suspend the Services without liability if: (i) Customer fails to pay Sensus or its authorized distributor when payment is due; (ii) Sensus reasonably believes that the Services are being used in violation of the Agreement; (iii) Sensus is required by applicable law or by a regulatory or government body to suspend Customer's access to the Services; (iv) a Force Majeure event requires Sensus to suspend Customer's access; or (v) there is another event for which Sensus reasonably believes that the suspension of Services is necessary to protect the Services. Sensus will give Customer advance notice of a suspension where reasonably possible under the circumstances. If a suspension is based on Customer's breach of Customer's obligations under the Agreement, Sensus may continue to charge Customer the fees for the Services during suspension.
- F. **Intellectual Property Rights.**
 - i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like. Customer represents to Sensus that Customer (i) has sufficient rights in all Customer Data, to hold the Customer Data and deliver it to Sensus as required for the Services to be performed as contemplated in the Agreement, and (ii) has obtained (and is responsible for maintaining) from all individuals, persons and third parties whose personal information is contained in the Customer Data all required consents and authorizations, and has provided to all individuals, persons, and third parties the notices with respect to the collection, retention, disclosure and use of the Customer Data as contemplated for the purposes of this Agreement that are required under applicable foreign, federal and state laws and regulations, including but not limited to relevant privacy laws and regulations.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a world-wide royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement, such as the Software as a Service.
 - iv. **Copy of Customer Data.** Upon Customer's written request, Sensus will provide Customer a quote to deliver a CMEP file consisting of the most recent 60 days of CMEP interval file data. Sensus will deliver the CMEP file in accordance with the quote upon Customer's acceptance of the quote.
- G. **Data Privacy.** Customer acknowledges and agrees that Sensus and its Affiliates (collectively, "Xylem") may collect and process personal data for the purposes

outlined in this Agreement and in Xylem's then-current privacy policy. Xylem's data privacy policy is available and maintained at <https://www.xylem.com/en-us/support/privacy/> or any successor web page designated by Xylem from time-to-time. The collection and use of personal data by Customer, including providing necessary notices and obtaining required consents from end users, is Customer's sole responsibility.

- H. **Right to use Feedback.** Customer grants Sensus a royalty-free, worldwide, irrevocable, perpetual license to use, aggregate, alter or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its employees and agents.
 - I. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent permitted under or required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. Without limiting any other obligations in this Agreement, Customer shall not provide Sensus's Confidential Information to any person who designs or develops software products or services that compete with Sensus's software products and services. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it. The receiving party will return or destroy the other party's Confidential Information upon receiving written notice from the other party, provided that such return or destruction does not interfere with the receiving party's rights and obligations under this Agreement, including Sensus' right to use Customer Data. The foregoing does not require the receiving party to search its archived electronic back-up files of its computer systems for the other party's Confidential Information to purge such Confidential Information from its archived files; provided, however, that the receiving party must: (i) maintain the confidentiality of such archived Confidential Information as if this Agreement were still in effect and (ii) not use such archived Confidential Information for any purpose.
 - J. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
 - i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
 - K. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
 - L. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
 - M. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
 - N. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
 - O. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - P. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - Q. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
 - R. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
8. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. "**Confidential Information**" means any and all non-public information of either party, including all technical or performance information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party. For the avoidance of doubt, information about the performance, operation, specifications, or features of the Services and FlexNet System is the Confidential Information of Sensus.
 - C. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - D. "**Engineering Support**" means providing Patches and Updates to Software.

- E. **"Field Devices"** means the SmartPoint Modules
- F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- G. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, pandemic, illegal misconduct, sabotage, interruptions in power, communications or Internet service, acts of governments or government-backed actors, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, embargoes, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. **"LCM"** identifies the load control modules.
- M. **"Licensed Software"** means the Software licensed hereunder pursuant to the terms of the Agreement.
- N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults, vulnerabilities and defects found in the Software. For clarity, Patches are not Updates or Upgrades.
- P. **"Permitted Use"** means only for reading Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- Q. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF"** means Radio Frequency.
- U. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- V. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- W. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- X. **"Security Breach"** means a cybersecurity incident whereby an unauthorized third party intentionally compromises the security of Customer's tenant environment in Sensus' Software as a Service solution and gains access to Customer's tenant environment and data.
- Y. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- Z. **"Server Hardware"** means the RNI hardware.
- AA. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- BB. **"Software"** means all the Sensus proprietary software provided as a service pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- CC. **"Technical Support"** means the services set forth on Exhibit B.
- DD. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- EE. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- FF. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the SaaS that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

SaaS is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's Software tenant in Sensus' (or its subcontractor's) data centers. In a Software as a Service solution, Sensus owns (or has third parties operate or provide on its behalf) all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the Applications listed below. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the Applications. Each Application will have a production and disaster recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

- C. Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but the Agreement has not expired or terminated, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- Sensus will provide the use of required hardware and/or virtual environments, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- Sensus will provide production and disaster recovery environments for Applications.
- Sensus will provide Patches, Updates, and Upgrades to latest Sensus Hosted Software release.
- Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - Network addresses and virtual private networks (VPN)
 - Standard time source (NTP or GPS)
 - Security access points
 - Respond to relevant alarms and notifications.
- Capacity and performance management. Sensus will:
 - Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e., database, backspool, logs, message broker storage, etc.)
 - If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- Database management. Sensus will:
 - Implement the data retention plan and policy and will provide the policy upon request.
 - Monitor space and capacity requirements.
 - Respond to database alarms and notifications.
 - Install database software Upgrades and Patches.
 - Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- Incident and Problem Management. Sensus will:
 - Proactively monitor managed systems (24x7x365) for key events and thresholds to detect and identify incidents.
 - Respond to incidents and problems that may occur to the Application(s).
 - Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - Correlate incidents and problems where applicable.

- e. Sensus personnel will use the self-service portal to document and track incidents.
- f. In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- g. Maintain responsibility for managing incident and problems through resolution (which may include workarounds) and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - a. Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is secure, consistence with NIST security standards.
 - b. Perform intrusion prevention and detection of the data center network and firewalls and monitor logs and alerts.
 - c. Conduct periodic penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform anti-virus and Malware patch management on systems.
 - f. Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to threats found on the system and work to eliminate any virus or malware found.
 - h. Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - i. Monitors industry regulations/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the Sensus security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - f. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - g. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives ("RTO") and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - h. The Application shall have a "RTO" of forty-eight (48) hours.
 - i. The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - j. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network security, configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts, and periodically change and update account credentials with strong passwords in accordance with security best practices.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- xv. Maintain industry standard cybersecurity controls, standards, and best practices.
- xvi. Monitor for and promptly implement Patches, Updates, and Upgrades, both as provided by Sensus and other third-party software and hardware providers.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

TMO

ii. **Calculations**

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure;
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work.** In the event that Force Majeure, emergencies, security incidents, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of Service Level Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit accrues. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. **Responsibilities of Customer.**

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create strong username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames, and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames, or passwords. Customer will ensure that its user ID and passwords are regularly (at least monthly) changed, and that only strong user ID and password pairs are used.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas) and other sensing devices.

3. Third-Party Software.

- A. Sensus incorporates various third-party software in its Software, and such third-party software may change from time to time. Sensus takes reasonable efforts to implement patches or other fixes as they become available in accordance with a particular version's Engineering Support policy. Upon written request by Customer, Sensus shall provide a software bill of materials (SBOM) in a file format of Sensus' discretion which lists the third-party software applications and versions incorporated in the Sensus Software. To the extent required by a third-party software provider, Customer hereby agrees to abide by a third-party's end-user license agreement (EULA).

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b. The local distributor.
- c. Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

a. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

- a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
- b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
- c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into Salesforce Knowledge Base. - Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.
- 7.3. In the event customer submits a ticket for a version of the Software outside of the Engineering Support window and is not able to resolve the problem without engineering resources. Sensus shall have no obligation to provide Engineering Support and Customer shall upgrade to the most current version of the Software.
- 7.4. Customer acknowledges that not all problems and bugs with the Software may or can be fixed. The Software and Software as a Service (including third-party software used in connection with the Software as a Service) may have security vulnerabilities. Sensus may address vulnerabilities with its Software through Patches, Updates or Upgrades that it makes available from time-to-time. As between the parties, Customer has the obligation to timely implement Patches, Updates and Upgrades.

Exhibit C
End User License Agreement
(Hosted SaaS Solution)

1. Scope and Applicability.

1.1 This End User License Agreement (“**EULA**”) between You and Xylem covers Your use of the Xylem Vue Software selected in Exhibit I (hereinafter “**Software**”). This document also incorporates any Product Specific Terms that may apply to the Software. Definitions of capitalized terms are in Section 12 (Definitions).

1.2 You agree to be bound by this EULA through:

- a. Your download, installation, or use of the Software; or
- b. Your express agreement to this EULA.

c.

2. Using the Software.

2.1 Right to Access and Use.

- a. Subject to the terms and conditions of this EULA, and subject to the full and timely payment of all applicable fees owed to the Approved Source, Xylem grants to You and You hereby accept, a limited, a non-exclusive, non-transferable, right to access and use the Software and Documentation, both as acquired from an Approved Source, for Your direct benefit during the Usage Term, and as set out in Your Entitlement (collectively, the “**Usage Rights**”).
- b. You will use the Software only as permitted in this EULA. Any additional or other use by You may require additional rights and the payment of additional fees.

2.2 Use by Third Parties. You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for:

- a. ensuring that such Authorized Third Parties comply with this EULA; and
- b. any breach of this EULA by such Authorized Third Parties.

2.3 Beta and Trial Use. If Xylem grants You Usage Rights in the Software on a trial, evaluation, beta, or other free-of-charge basis (“**Evaluation Software and Services**”):

- a. You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Xylem in writing. If there is no period identified, such use is limited to thirty (30) days after the Evaluation Software and Services are made available to You;
- b. If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice;
- c. Xylem, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Software; and
- d. YOU ACCEPT THAT XYLEM DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM XYLEM'S DECISION TO STOP PROVIDING THE EVALUATION SOFTWARE AND SERVICES.
- e. The Evaluation Software and Services may not have been subject to usual testing and quality assurance processes and may contain bugs, errors, or other issues. Unless agreed in writing by Xylem, You will not put Evaluation Software and Services into production use. Xylem provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Xylem has no liability relating to Your use of the Evaluation Software and Services.

2.4 Upgrades or Additional Copies of Software. You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have:

- a. acquired such rights under a support agreement covering the Software; or
- b. purchased the right to use Upgrades or additional copies separately.

2.5 Interoperability of Software. If required by law and upon Your request, Xylem will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to provide Xylem with access to said program and agree to any additional terms reasonably required by Xylem. You will treat such information as Confidential Information.

- 2.6 Subscription Renewal.** Usage Rights in the Software acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or the Xylem Partner placed with Xylem ("**Renewal Term**") unless:
- You notify Your Approved Source in writing at least forty-five (45) days before the end of Your then-current Usage Term of Your intention not to renew; or
 - You or the Xylem Partner elect not to auto-renew at the time of the initial order placed with Xylem.
- Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or the Xylem Partner promptly notify Xylem in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.
- 2.7 Technical Support.** Xylem will provide You with the technical support set forth in Exhibit II.
- 3. Additional Conditions of Use.**
- 3.1 EULA Generally.** You acknowledge and agree that this EULA does not grant You any rights with respect to the Software's source code. Further, unless expressly agreed by Xylem, You may not:
- transfer, sell, sublicense, monetize or make the functionality of any Software available to any third party;
 - use the Software on second hand or refurbished equipment not authorized by Xylem, or use Software licensed for a specific device on a different device (except as permitted under Xylem's Software License Portability Policy);
 - remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
 - reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Software; or
 - use Xylem Content other than as part of Your permitted use of the Software, such as user manuals, trainings, and screenshots.
- 3.2 Protecting Account Access.** You will keep all Xylem account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Xylem by sending written notice to security@xylem.com of any known or suspected unauthorized use of, or access to, Your account.
- 3.3 Use with Third Party Products.** If You use the Software from the Approved Source with third party products not authorized by Xylem, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Xylem does not provide support or guarantee ongoing integration support for products that are not a native part of the Software.
- 4. Fees.** To the extent permitted by law, orders for the Software are non-cancellable. The fee to be paid for Your use of the Software is set out in Your purchase terms with Your Approved Source. If You use the Software beyond Your Entitlement ("**Overage**"), the Approved Source may invoice You according to the applicable fees outlined in the Agreement, and You agree to pay, for such Overage.
- 5. Confidential Information and Use of Data.**
- 5.1 Confidentiality.**
- Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates and contractors who have a need to know ("**Permitted Recipients**").
 - Recipient:
 - must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA; and
 - is liable for any breach of this Section by its Permitted Recipients.
 - Such nondisclosure obligations will not apply to information which:
 - is already in the possession of Recipient without confidentiality obligations, as established by documentary evidence, prior to disclosure to Recipient;
 - is public knowledge through no fault of Recipient; or
 - is independently developed by Recipient, as established by documentary evidence, without use of Confidential Information; or
 - is made available to Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from making such a disclosure of the Confidential Information to the Recipient.
 - Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice

to Discloser (to the extent legally permissible) upon becoming aware of the need to make the disclosure and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser.

- e. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2 How We Use Data. Xylem will access, process and use data in connection with Your use of the Software in accordance with applicable privacy and data protection laws.

5.3 Notice and Consent. To the extent Your use of the Software requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Software.

6. Ownership. Unless agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Xylem retains ownership of Xylem Content. Xylem may use any feedback You provide in connection with Your use of the Software in its business operations.

7. Representations and Indemnity.

7.1 Performance. Xylem represents that:

- a. for ninety (90) days from the Delivery Date, that, the Software will substantially comply with the Documentation.

7.2 Malicious Code. Xylem represents that it will use commercially reasonable efforts to deliver the Software free of Malicious Code.

7.3 Indemnity. Xylem agrees to indemnify and defend You and Your respective employees, officers, directors, agents, successors and assigns, from and against liability, loss, damage, and expenses (including without limitation reasonable attorneys' fees) arising from or in connection with third-party claims or demands, allegations, or claims that the use of the Software by You infringes, misappropriates, or otherwise violates a third party's intellectual property or proprietary rights. Xylem's indemnification obligations outlined in this provision do not apply to the extent the infringement or violation arises from Xylem's compliance with particular requirements that You provided that in fact differ from Xylem's standard specifications for the Software. Xylem shall undertake, at its expense, the defense of any such suit or proceeding using reputable counsel. If either party receives notice of an alleged infringement arising from the Software, or if Xylem reasonably believes that such a claim is likely, Xylem shall perform one of the following actions: (i) procure for You the right to continue using the Software and using any results of the Software, (ii) modify the allegedly infringing Software so that such Software is no longer infringing, or (iii) replace the Software so that the Software becomes non-infringing; provided always that the modified or replaced Software does not modify or detract from agreed functionality.

7.4 Qualifications.

- a. Sections 7.1 and 7.2 do not apply if the Software or the equipment on which it is authorized for use:
 - (1) has been altered, except by Xylem or its authorized representative;
 - (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Xylem's instructions;
 - (3) is acquired on a no charge, beta or evaluation basis;
 - (4) is not a Xylem-branded product or service; or
 - (5) has not been provided by an Approved Source.
- b. Upon Your prompt written notification to the Approved Source during the warranty period of Xylem's breach of this Section 7.4, Your sole and exclusive remedy (unless otherwise required by law) is, at Xylem's option, either:
 - (1) repair or replacement of the applicable Software; or
 - (2) a refund of the fees paid for the non-conforming Software.
- c. Where Xylem provides a refund of license fees for Software, You must return or destroy all copies of the applicable Software.
- d. **Except as set out in this Section and to the extent permitted by law, Xylem expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Software will be secure, uninterrupted or error-free.**
- e. If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, to the extent prohibited, they will not apply.
- d.

8. Liability.

- 8.1 NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OR CORRUPTION OF DATA OR INTERRUPTION OR LOSS OF BUSINESS; OR LOSS OF REVENUES, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS.
- 8.2 THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY UNDER THIS EULA IS LIMITED TO THE FEES RECEIVED BY XYLEM FOR THE APPLICABLE SOFTWARE AND ATTRIBUTABLE TO THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.
- 8.3 Sections 8.1 and 8.2 do not apply to liability arising from:
- a. Your failure to pay all amounts due; or
 - b. Your breach of Sections 2.1 (License and Right to Use), 3.1 (EULA Generally) or 11.7 (Export).
- 8.4 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.
9. **Termination and Suspension.**
- 9.1 **Suspension.** Xylem may immediately suspend Your Usage Rights if You materially breach the EULA.
- 9.2 **Termination.**
- a. If a party materially breaches this EULA and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause.
 - b. Xylem may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (EULA Generally), or 11.7 (Export).
 - c. Upon termination of the EULA, You must stop using the Software and destroy any copies of Software, Documentation and Confidential Information within Your control.
 - d. Upon Xylem's termination of this EULA for Your material breach, You will pay Xylem or the Approved Source any unpaid fees through to the end of the then-current Usage Term.
- e.
10. **Verification.**
- 10.1 During the Usage Term and for a period of twelve (12) months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA ("**Verification Records**"). Upon reasonable advance notice, and no more than once per twelve (12) month period, You will, within thirty (30) days from Xylem's notice, allow Xylem and its auditors access to the Verification Records and any applicable books, systems (including Xylem product(s) or other equipment), and accounts during Your normal business hours.
- 10.2 If the verification process discloses underpayment of fees:
- a. You will pay such fees; and
 - b. You will also pay the reasonable cost of the audit if the fees owed to Xylem as a result exceed the amounts You paid for Your Usage Rights by more than five percent (5%).
11. **General Provisions.**
- 11.1 **Survival.** Sections 3 (Additional Conditions of Use), 4 (Fees), 5 (Confidential Information and Use of Data), 6 (Ownership), 7 (Representations and Indemnity), 8 (Liability), 10 (Verification) and 11 (General Provisions) survive termination or expiration of this EULA.
- 11.2 **Third Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.
- 11.3 **Assignment and Subcontracting.** Neither party may assign or novate this EULA in whole or in part without the express written consent of Xylem and the applicable authorized distributor, if any.
- 11.4 **Xylem Partner Transactions.** If You purchase the Software from a Xylem Partner, the terms of this EULA apply to Your use of the Software and prevail over any inconsistent provisions in Your agreement with the Xylem Partner.
- 11.5 **Modifications to the EULA.** Xylem may change this EULA or any of its components by updating this EULA at any time. Changes to the EULA apply to any

Entitlements acquired or renewed after the date of modification.

11.6 Compliance with Laws.

- a. **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Xylem may restrict the availability of Software in any particular location or modify or discontinue features to comply with applicable laws and regulations.
- b. **Data collection and transfer.** If You use the Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g., Russia and China), You acknowledge that You are the entity responsible for complying with such laws.

11.7 **Export.** Xylem's Software, products, technology and services (collectively the "**Xylem Products**") may be subject to applicable export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Xylem Products in a way that would cause Xylem to violate those laws. You also agree to obtain any required licenses or authorizations.

11.8 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods, to the extent it may be deemed to apply, does not apply to this EULA or any Xylem Products provided hereunder. The parties agree that any dispute arising from this Agreement, in relation to its effectiveness, execution, performance, interpretation or any other matter, shall be submitted to the courts of the State of New York, waiving any other jurisdiction.

11.9 **Notice.** The parties designate as their respective domicile for the purpose of notifications the one stated at the head of this contract, although they may modify it by means of a written notification sent to the other party in an irrefutable manner. Notifications shall always be made in writing and in an irrefutable manner.

11.10 **Force Majeure.** Except for payment obligations prevented by a financial system disruption, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

11.11 **No Waiver.** Failure by either party to enforce any right under this EULA will not waive that right.

11.12 **Severability.** If any portion of this EULA is not enforceable, it will not affect any other terms.

11.13 **Entire Agreement.** This EULA is the complete agreement between You and Xylem regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

11.14 **Translations.** Xylem may provide local language translations of this EULA in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.

12. Definitions.

"**Affiliate(s)**" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than fifty percent (50%) of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

"**Approved Source**" means Xylem or an Xylem Partner.

"**Authorized Third Parties**" means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users, permitted to access and use the Software on Your behalf as part of Your Entitlement.

"**Confidential Information**" means non-public proprietary information of the disclosing party ("**Discloser**") obtained by the receiving party ("**Recipient**") in connection with this EULA, which:

- a. is conspicuously marked as confidential or if verbally disclosed, is summarized in writing to the Recipient within fourteen (14) days and marked as confidential; or
- b. is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally, including but not limited to documents such as APIs, user manuals, trainings, and screenshots.

"**Delivery Date**" means the date agreed upon in Your Entitlement, or if no date is agreed the earlier of the date Software is made available for download or installation, or the date that Xylem ships the tangible media containing the Software.

"**Documentation**" means the technical specifications and usage materials officially provided by Xylem specifying the functionalities and capabilities of the applicable Software.

"Entitlement" means the specific metrics, duration, and quantity of Software You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Xylem buying program.

"Malicious Code" means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software other than as intended by Xylem.

"Product Specific Terms" means additional product related terms applicable to specific Xylem Products.

"SaaS" means a managed software as a service in which Xylem will be responsible for the day-to-day monitoring, maintenance, and management of certain software applications provided to You.

"Upgrades" means minor releases only unless a major release is expressly agreed upon.

"Usage Term" means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Software.

"User" means the individuals (including contractors or employees) permitted to access and use the Software on Your behalf as part of Your Entitlement.

"Xylem" "we" "our" or "us" means the applicable Affiliate(s) of Xylem Inc.

"Xylem Content" means any:

- a. content or data provided by Xylem to You as part of Your use of the Software; and
- b. content or data that the Xylem generates or derives in connection with Your use of the Software.

Xylem Content also includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Xylem's compilation of suspicious URLs.

"Xylem Partner" means a reseller, distributor or systems integrator authorized by Xylem to sell the Software.

"Xylem Vue Software" means the Applications, including Upgrades, firmware, and applicable Documentation defined in Exhibit I.

"You" means the individual or legal entity acquiring Usage Rights in the Software.

EXHIBIT 1: XYLEM VUE SOFTWARE

1. Description of Software as a Service.

This exhibit contains the details of the SaaS that Xylem shall provide to You if; (i) pricing for the application of SaaS has been provided to You; (ii) the application is selected with a checkmark below, and (iii) You are current in payments to the Approved Source for such selected application of SaaS.

A. Software as a Service Generally.

In a Software as a Service solution, Xylem owns all components of the solution (Infrastructure, operative systems, storage and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

1. Smart Water Engine:

- ☐ Domain Master Data
- ☐ Device Management
- ☐ Iot Core
- ☐ Portal

2. Operational Intelligence:

- ☐ Service Operations Center

3. Agriculture Applications:

- ☐ AgroTwin

4. Cross Applications:

- ☐ Billing
- ☐ WorkOrders

5. Drinking Water Applications:

- ☐ Early Warning System
- ☐ Leak Detection
- ☐ Meter Data Analytics
- ☐ Meter Asset Management
- ☐ Network Real-Time Decision Support
- ☐ Pipe Planner
- ☐ Plant Management
- ☒ Unified Network Management

6. Wastewater Applications:

- ☐ Biological Monitoring
- ☐ Clog Monitoring
- ☐ Plant Management
- ☐ Real Time & What If Scenario
- ☐ SewerProtect
- ☐ SewerTracker
- ☐ Unified Network Management

EXHIBIT 2: TECHNICAL SUPPORT

1. Description of the Service

The Technical Support Service aims to ensure that any incidents that users may encounter while using the solutions provided by Xylem are resolved as quickly as possible. The support and maintenance service are structured into two levels to ensure agility in the incident resolution process. These levels correspond to the different Specialist's teams:

- **Level 1 or Customer Service:** The team that is in contact with the users will register the ticket, in case it is not submitted through the ticketing tool. Additionally, they will perform an initial diagnosis, informing the user about the possible problem and the resolution timelines. This team is responsible for responding to customer inquiries within the agreed timeframe. In the case of incidents, they are responsible for detecting them, escalating them to the team responsible for resolving them.
- **Level 2/Level 3 or Specialist Teams:** These are specialized teams responsible for resolving problems reported by users, according to their area of expertise. This level is composed of different teams or areas that are involved in the development and implementation process of Xylem Vue Software: analysts, data scientists, product development, implementation, infrastructure administrators, deployment, DevOps, etc.

End users can refer to the provided manuals and other materials to address their queries. If they require additional support or encounter abnormal behaviour in the solution, they should report it to the key users of the client, if any.

Key users will analyse the need and respond based on their knowledge of the application. If they cannot resolve the query or if there is an incident (abnormal behaviour of the solution), they should escalate the query or incident through any established channels.

The Level 1 technician will analyse and diagnose the problem.

- If more information is required in the ticket, it will be requested from the key user who reported it through the ticketing tool. If the user needs to be informed through another available communication channel, communication will take place through that channel.
- Once the client has the necessary information, the Level 1 technician will either resolve the problem or escalate it to the specialist team.
- Once the ticket has been resolved by Xylem (both by L1 and L2/L3), they will validate the solution and inform the key user who raised the ticket through the ticketing tool.

The specialist team (L2/L3 teams) will analyse the escalated tickets and provide a solution.

Once the ticket is resolved, the Level 1 team will validate the solution and send the resolution to the user who reported the ticket.

2. Technical Support Organization

The organization is service-oriented with a multidisciplinary team of Level 1 technicians will be responsible for addressing user needs. The team has extensive training in both technical competencies and skills to manage customer relationships in any situation and to communicate information clearly and effectively to all users. The Level 1 technicians available in the Customer Service team have extensive training in technical and functional competencies, both in the ITIL methodology and in the implemented solutions. This team works under the supervision of the Support Area Manager, who will always maintain direct contact with the client to provide the required information.

3. Technical Support Process

The Maintenance and Support service includes all the necessary software and maintenance operations for the proper functioning of the IT infrastructure covered by the service to be provided. These tasks are grouped into:

- Operational Support
- Corrective Maintenance
- Evolutionary Maintenance
- Preventive Maintenance

The maintenance and operational support service does not include the following:

- Support for any element unrelated to the IT infrastructure covered by the service.
- Acquisition and purchase of hardware infrastructure elements.
- Acquisition and purchase of software licenses.
- Training services.
- Support services for operating system installations, installations, and configurations of third-party applications, operating system configurations, hardware configurations, network installations and configurations, equipment optimization, etc.

Operational Support

The support for the daily operation includes the resolution of queries or doubts made by the client regarding the operation of the software object of the service. The consultations should be specific, and in no case will they consist of training by phone, email or face-to-face. The client will use the communication mechanisms established in the service to inform Xylem of the query.

Corrective Maintenance

Corrective maintenance includes the necessary activities to resolve incidents or anomalies and ensure the proper functioning of the Xylem Vue Software.

Innovative Maintenance

Evolutionary maintenance includes the activities necessary to incorporate new functionalities or improvements in the Xylem Vue Software. These activities involve the release of Updates or Upgrades of the System by Xylem to the client.

4. Communication Channels.

The end user will have access to the Customer Service Portal so that they can register and manage their support requests. Additionally, there are other communication channels with the client, such as phone, Teams channel, email, or chat box, depends on the need of the client. The client should preferably submit their request through the Customer Service Portal, providing as much information as possible to enable a quick diagnosis of their query or incident.

5. Service Location.

The Technical Support Services may be provided at the client's premises, or at the premises of any of its respective collaborating companies or suppliers, as necessary. However, this service will retain full autonomy and organization, without implying the existence of any dependency or inclusion within the scope of the client's organization and management.

Exhibit D
Network as a Service

Defined. Network as a Service (NaaS), as provided by Sensus or its authorized distributor to Customer under this Agreement, means only the items in Section I below. If an item is not included in Section I below, it is specifically excluded from NaaS and subject to additional pricing.

- 1. NaaS Responsibilities.** Sensus and its authorized distributor shall be responsible for providing the following services to the Customer for so long as Customer is current in its payments for NaaS. The RACI table below designates the party responsible for the applicable NaaS obligation. In the event that the Customer elects to terminate the NaaS and retain SaaS, the RACI table will be updated based on the revised scope.

NaaS RACI

The below RACI Matrix represents the responsibilities of each party with NaaS. In the event that the Customer elects to terminate the NaaS service and retain SaaS service, Customer and Sensus shall update the RACI table based on revised scope at the time such NaaS service is terminated.

RACI INDICATORS: R = Responsible (i.e., the responsible party for the obligations listed below.), F = Flexible (i.e., obligations that must be assigned with an "R" prior to contract execution.)

A. RF Network Design and Architecture.

NaaS Network Build RACI	Sensus	Distributor	Customer
Gather Customer defined requirements and features for design of the FlexNet Network (defined below)		R	
Design the FlexNet Network based on identified vertical asset locations and determine site specifications for the final engineered network.	R		
Perform preliminary site visits.		R	
Propagation study of record is created and will be used in the FlexNet Network design per Customer defined requirements.	R		
Create statement of work for the installation of the RF Field Equipment.		R	
Build a schedule and project plan for the construction of the FlexNet Network.		R	
Redesign the FlexNet Network if Customer defined requirements change (pricing may be adjusted to reflect changes)	R		

B. RF Field Equipment Installation.

Ongoing NaaS Operations RACI	Sensus	Distributor	Customer
Order and deliver RF Field Equipment materials (cables, antennas, etc.) as required by the FlexNet Network design.		R	
Acquire any necessary sites and leases for identified vertical assets.		R	
Installation and construction to support deployment of RF Field Equipment as required by the FlexNet Network.		R	
Manage third-party subcontractors as needed.		R	
Perform RF / Noise analysis and resolution as required.	R		
Certify installed RF Field Equipment.	R		

C. RF Field Equipment Operations.

Post Network Build NaaS Operations RACI	Sensus	Distributor	Customer
Perform annual preventative maintenance inspections of RF Field Equipment.	R		
Provide electric power for RF Field Equipment.		R	
Provide field labour for RF Field Equipment incident response.		R	
Contract and fund tower crews as needed.		R	
Supply spare parts for RF Field Equipment as needed.	R		

D. Ongoing Operations Management.

- i. Day-to-day operations, management, maintenance, and monitoring of the RF Field Equipment at a level described in this statement of work.
- ii. Monitor, via Sensus' Network Operation Center ("NOC"), RF Field Equipment, FlexNet communications infrastructure, and WAN Backhaul communications hardware (if applicable), (collectively, the "FlexNet Network") to ensure the early identification and resolution of anomalies within the FlexNet Network on a 24 x 7 x 365 basis.
- iii. Monitor and manage FlexNet Network Software using standard key performance indicators for performance & capacity management.
- iv. Monitor and respond to FlexNet Network outages, Technical Support ticket generation, and other alerts regarding the FlexNet Network
- v. Perform remote initial triage and troubleshooting of reported issues.
- vi. Dispatch resources for any issues identified by Sensus that cannot be resolved remotely for onsite resolution.
- vii. Provide remote Software maintenance, which includes Patches, Updates, and Upgrades for the FlexNet Network.
- viii. Participate and support standard change management controls and root cause investigation analysis in accordance with Customer's change management practices, policies, and procedures.
- ix. Dispatch personnel and RF engineer technicians to identify and troubleshoot RF interference and perform necessary tasks to mitigate the RF interference.
- x. File any necessary complaints with the FCC to stop any unlawful or harmful interference with the Spectrum.
- xi. Cybersecurity of FlexNet Network will be managed, monitored and maintained by Sensus Security team.
- xii. Perform network tuning to maximize FlexNet Network
 - a. Network tuning includes looking at stale meters, Read Interval Success ("RIS"), RF channels, and overall network, capacity, and performance. Meter configuration and channel configuration changes will be made to ensure optimal performance is achieved on each channel and frequency.

E. Ongoing Maintenance of the FlexNet Network.

- i. Perform routine field preventative maintenance (physical maintenance and RF analysis) in accordance with FlexNet Network preventative maintenance instructions, to include but not limited to:
 - a. Visit each piece of RF Field Equipment once every twelve (12) months.
 - b. Create and complete checklist reports of visits plus maintenance logs (with photos) to be stored in ticketing system.
 - c. Conduct tests of the Voltage Standing Wave Ratio ("VSWR") and Distance To Fault ("DTE") of the antenna system.
 - d. Inspection of antenna system.
 - e. Inspection of exterior and interior of cabinet including GPS system.
 - f. Power monitor and measurement.
 - g. Software inspection and confirmation.
 - h. Perform RF Interference and noise mitigation checks.

2. Customer Responsibilities.

A. Generally.

- i. Provide adequate internal IT network infrastructure necessary for Sensus to meet performance metrics and Service Level Objectives defined below.
- ii. Unless otherwise stated in the Agreement, Customer shall provide the support, maintenance, and monitoring of the Customer's dedicated WAN Backhaul. Sensus shall not be responsible for performance and availability of the WAN Backhaul network due to issues outside of Sensus' control.
- iii. Provide and maintain the RF Field Equipment utilities, such as electric power, lighting, security fencing, drainage, vegetation management, etc. as required at each site.

3. Service Level Objective(s) ("SLO(s)"). All SLOs are measured by the calendar month and apply only to the Field Devices covered by the Certified Propagation Study. Sensus or its authorized distributor will provide a report to Customer on the SLOs defined below within ten (10) business days of the end of each month. Unless otherwise agreed to in writing, these SLOs will only take effect once the FlexNet System is fully deployed and accepted by Customer.

- A. FlexNet Network Availability.** Sensus endeavors to maintain an average availability of the FlexNet Network equal to the SLO Target defined below. The availability, cumulative across the entire FlexNet Network, is intended to measure the percentage of time during each calendar Month that the FlexNet Network was actually available to Customer for normal use. The FlexNet Network Availability shall be calculated as follows:

$$\text{FlexNet Network Availability} = 100 \times \frac{\text{TMO} - \text{total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

i. Definitions.

- a. "Targeted Minutes of Operation" or "TMO" means total minutes in the applicable calendar month ("Month") minus the Scheduled Downtime in the Month.
- b. "Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to or use of the FlexNet Network is scheduled to be unavailable for use by Customer due to planned system or FlexNet Network maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. "Non-Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to or use of the FlexNet Network is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- d. "Exceptions" is defined in Exhibit A (Software as a Service).

ii. SLO Target: FlexNet Network availability of 99.0%.*

*Loss of any RF Field Equipment not impacting Sensus' ability to read Available Meters will be excluded from this SLO Target.

- iii. NaaS Credits.** For each Month that the FlexNet Network Availability falls below the SLO Target, Customer will accrue NaaS service level credits ("NaaS Credits") in accordance with the table below:

FlexNet Network Availability per Month	NaaS Credit
Less than 99.0% but at least 97.5%	3% of the monthly NaaS fees in which the SLO default occurred (Note: NaaS fees are prepaid annually but for purposes of NaaS Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	5% of the monthly NaaS fees in which the SLO default occurred
Less than 95.0%	7% of the monthly NaaS fees in which the SLO default occurred

- iv. Process.** NaaS Credits for any single month may not exceed seven percent (7%) of the NaaS fee associated with the month in which the SLO

default occurred. Sensus records and data will be the sole basis for all NaaS Credit calculations and determinations, provided, however, that Sensus will make such records and data available to Customer for review upon request. To receive a NaaS Credit, Customer must issue a written request no later than ten (10) days after the NaaS Credit has accrued. Sensus will apply each valid accrued NaaS Credit to the next Customer invoice for NaaS fees after Sensus' receipt of Customer's request and confirmation of the failure to meet the FlexNet Network Availability. NaaS Credits will not be payable for failures to meet the monthly FlexNet Network Availability Rate caused by any of the Exceptions. No NaaS Credit will apply if Customer is not current in its payment obligations under this Agreement. NaaS Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. **THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS AND ITS AUTHORIZED DISTRIBUTOR'S FAILURE TO MEET THE SLO TARGET DESCRIBED ABOVE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED TWENTY PERCENT (20%) OF THE ANNUAL NAAS FEES.**

Exhibit E
Insurance Requirements

TYPE OF INSURANCE COVERAGE	COMMERCIAL GENERAL LIABILITY (CGL)	UMBRELLA	AUTO LIABILITY	WORKERS'S COMPENSATION	PROFESSIONAL LIABILITY (Errors and Omissions)
REQUIRED BY CONTRACT?	YES	YES	YES	YES	YES, For Professional Services
MINIMUM LIMITS OF COVERAGE	\$1,000,000 per occurrence of claim, \$3,000,000 aggregate (see comment 1 below)	\$5,000,000 per occurrence (see comment 1 below)	\$1,000,000 per occurrence (see comment 1 below)	Workers Compensation to Statutory Limits; \$1,000,000 Employers' Liability limit	\$1,000,000 per occurrence or claim, \$2,000,000 aggregate with a reporting period of no less than 2 years (if applicable, see comment 2 below)
MINIMUM BEST'S GUIDE RATING/OTHER REQUIREMENTS	A /AVII	A /AVII	A /AVII		A /AVII
ADDITIONAL INSURED? Minimum language if required: "COL, LUB, its elected officials, directors, officers, agents, employees, and volunteers are additional insureds"	YES (see comment 3 below)	YES (see comment 3 below)	NO	NO	NO
WAIVER OF SUBROGATION?	NO	NO	NO	YES	NO

COMMENTS

- 1) Minimum Limits are subject to change based upon scope of project. Coverage must be primary and non-contributory.
- 2) Coverage only if required by contract. Reporting periods are subject to change based upon scope of project.
- 3) Certificate of insurance must be attached and list name Customer – Blanket endorsement OK as long as contract is in effect.

Respondent Name:

Core & Main LP

Rev. 6/13/25

Appendix C - REVISED BY ADDENDUM 1

REQUEST FOR PROPOSALS PROPOSAL PRICE SCHEDULE ADVANCED METERING INFRASTRUCTURE (AMI)	
--	--

FORM C - SUMMARY OF PRICING REQUIREMENTS	
Item No.	A. General Requirements
1	All Respondents shall complete Appendix C, as per Part III Instructions for Preparing Proposals. Forms C3a and C3b are associated with C1 and C2, respectively, in the event that Other Costs vary in the two options.
2	The estimated quantities shown are approximate and represent estimated quantities based on historical or comparable project needs. The Town reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the term of the Contract.
3	Unit prices shall be inclusive of all labor, material, equipment, overhead, profit, and out-of-pocket expenses required to furnish and install items identified.
4	Recurring costs may be evaluated on a net present value basis using a standard discount rate.
5	The Respondent's base proposal price consists of the total of Forms C1 and C3. All costs associated with Form C5 that affect the base proposal must be reflected in Form C3 (to reflect the 20-year life of the proposed system), if not otherwise captured in Form C1. Prices submitted for Forms C2 and C4 will be evaluated as a components of the Respondent's Technical Proposal. The Town may elect the Respondents alternate pricing for Form C2 as a contract option during the negotiation phase of the procurement process.
6	The Town adds to the proposal price a contingency as an allowance. The contingency is provided for Town directed changes deemed necessary for the Contractor to deliver the specified Scope of Work.
7	The Total Proposal Price shall represent the Respondent's total price offer to the Town. The Respondent, if awarded a contract, shall not be entitled to an amount for compensation in excess of the Total Proposal Price, Item No C (19), unless the Town elects the Respondent's alternate pricing for Form C2 and Item No C (22).
Item No.	B. Pricing Requirements for Tabs C1 through C6
8	Form C1 – Unit Prices – This form is a listing of equipment and services that are reflected as unit price items. Unit prices are defined as the cost per single unit for each item. When the item’s estimated quantity is “Lump Sum” this quantity amount is equal to a single unit.
9	Form C2 – Alternative Cost Proposal for Full Meter Replacement – This form is similar to Proposal Form C1 but substitutes register retrofits (Items 11-15 in C1 and C2) with meter replacement.
10	n/a
11	Form C3 – Other Costs – Respondent will list any additional costs not adequately represented on the other fee forms. Each item will be adequately described, classified as either a fixed price or unit cost item, marked as either optional or required, and the quantities completed accordingly to reflect the 20-year life of the proposed system.
12	Form C4 – Labor Rates – Respondent’s shall provide the billable hourly rates for key specialized labor categories that will be used to support the full deployment. Respondents should use the standard labor categories contained within this form but may add additional labor categories as needed to cover all available specialized services.

13	Form C5 – Assumptions – Respondent will list any assumptions that were used to establish the cost proposal.
Item No.	C. Notes Regarding Technical Requirements
14	Pricing for meter installation, in accordance with Tabs C1 and C2, shall expire after the initial contract term. The Town reserves the right to order from the Contractor additional meters after the contract term, subject to the fair and reasonable determination of applicable costs, as mutually agreed by the parties and as amended into the contact via a Supplemental Agreement.
15	The installation types include a variety of different meter types and locations, as described within this Solicitation. Estimated quantities for various installation types are provided in the price Proposal forms for the purposes of establishing a proposed project fee. Installation fees shall be based on the actual, verifiable site conditions at the time of the installation.
16	n/a
Item No.	D. Based on the tally of total pricing from Forms C1, C2 and C3, and Contract Allowance the total proposal price offered by the Respondent is as follows:
20	Negotiated Implementation Period Price (Year 1 and Year 2 Unit Price Sum): \$13,825,767.63
21	NaaS and SaaS (Years 3-20) \$6,405,127.43
22	Negotiated Total Proposal Price (Years 1-20): \$20,230,895.06

Year 1 Unit Prices & Estimated Quantities

FORM C1 - UNIT PRICES (BASE PROPOSAL) - REVISED BY ADDENDUM 1							
Item No.	Scope Category	Item Description	Estimated Quantity	Units	Unit Price	Item Total	Comments
1	New Water Meters	Solid State Water Meter, 3/4"	12,500	EA	\$95.00	\$1,187,500.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
2		Solid State Water Meter, 1"	1,250	EA	\$170.00	\$212,500.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
3		Solid State Water Meter, 1.5"	200	EA	\$992.00	\$198,400.00	Furnish a Sensus Cordonel ultrasonic C&I water meter. Please review warranty associated with Cordonel. Majority of compartive meters have a
4		Solid State Water Meter, 2"	200	EA	\$1,020.00	\$204,000.00	Furnish a Sensus Cordonel ultrasonic C&I water meter. Please review warranty associated with Cordonel. Majority of compartive meters have a
5		Solid State Water Meter, 3"	-	EA	\$1,438.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of
6		Solid State Water Meter, 4"	-	EA	\$1,925.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of
7		Solid State Water Meter, 6"	-	EA	\$4,292.50	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of
8		Solid State Water Meter, 8"	-	EA	\$9,915.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of
9		Solid State Water Meter, 10"	-	EA	\$11,500.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of
10		Solid State Water Meter, 12"	-	EA	\$12,765.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of
11	Encoder Registers for Retrofit	Register for Water Meter, 3/4"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
12		Register for Water Meter, 1"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
13		Register for Water Meter, 1.5"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
14		Register for Water Meter, 2"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
15		Encoder Module for Water Meter, Above 2"	0	EA	\$562.00	\$0.00	Furnish Sensus 522M single port radio for use on Octave meters and a new Octave communication module.
16	AMI Endpoints	Single Port AMI Endpoint, Pit Set	7,075	EA	\$97.80	\$691,935.00	Furnish Sensus 520M single port radio for use on single meter services.
17		Dual Port Meter Interface Unit, Pit Set	3,538	EA	\$162.00	\$573,075.00	Furnish Sensus 520M dual port AMI radio designed for use in double meter services. One dual port radio can accommodate two meters. Please
18	Installation	Meter and AMI Endpoint Installation, 3/4"	12,500	EA	\$65.00	\$812,500.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
19		Meter and AMI Endpoint Installation, 1"	1,250	EA	\$88.00	\$110,000.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
20		Meter and AMI Endpoint Installation, 1.5"	200	EA	\$420.00	\$84,000.00	Pricing includes meter & endpoint install, std GPS resolution (+/- 3'), pre-install notification and post-door hanger.
21		Meter and AMI Endpoint Installation, 2"	200	EA	\$465.00	\$93,000.00	Pricing includes meter & endpoint install, std GPS resolution (+/- 3'), pre-install notification and post-door hanger.
22		Meter and AMI Endpoint Installation, 3"	-	EA	\$785.00	\$0.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
23		Meter and AMI Endpoint Installation, 4"	-	EA	\$1,028.00	\$0.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
24		Meter and AMI Endpoint Installation, 6"	-	EA	\$2,220.00	\$0.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
25		Meter and AMI Endpoint Installation, 8"	-	EA	\$3,165.00	\$0.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
26		Meter and AMI Endpoint Installation, 10"	-	EA	\$4,000.00	\$0.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
27		Meter and AMI Endpoint Installation, 12"	-	EA	\$5,975.00	\$0.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
28		Retrofit, Meters 2" and Under	0	EA	\$50.00	\$0.00	
29		Retrofit, Meters Above 2"	0	EA	\$60.00	\$0.00	Retrofit the Octave Encoder communication module to an existing Octave meter.
30		Non-Traffic Rated Antenna Box & Installation	2,650	EA	\$50.00	\$132,500.00	Furnish & Install 6" round antenna box adjacent to existing meter box.
31		Lid Drilling - Plastic	265	EA	\$6.25	\$1,656.25	Drill MIU hole in existing plastic lid
32		Lid Drilling - FRP	490	EA	\$18.75	\$9,187.50	Drill MIU hole in existing fiberglass reinforced lid
33		Lid Drilling - Metal	3,000	EA	\$24.50	\$73,500.00	Drill MIU hole in existing metal lid
34	Pit Lids	Non-Metallic Meter Cover for Ford Gulfbox	-	EA	\$21.00	\$0.00	Furnish a Tier 15 6x9 oval composite lid with recessed radio insert on existing box.
35		Non-Metallic Meter Cover for Ford Double Gulfbox	2,890	EA	\$44.00	\$127,160.00	Furnish a Tier 15 12x14 composite lid with recessed radio insert on existing box.
36		Non-Metallic Meter Cover for Ford Long Yokebox	275	EA	\$22.00	\$6,050.00	Furnish a Tier 15 6x13 oval composite lid with recessed radio insert on existing box.
37		Non-Metallic Meter Cover for Ford Yokebox	715	EA	\$50.00	\$35,750.00	Furnish a Tier 15 round lid with recessed raio insert on existing box.
38		Non-Metallic Meter Cover for 11x18 Meter Box	75	EA	\$45.00	\$3,375.00	Furnish a Tier 15 11x18 composite meter box lid with recessed radio insert on existing meter box.
39		Non-Metallic Meter Cover for 13x24 Meter Box	75	EA	\$72.50	\$5,437.50	Furnish a Tier 15 13x24x2 composite meter box lid with recessed radio insert on existing meter box.

40		Non-Metallic Meter Cover for 14x16 Meter Box	2,000	EA	\$65.00	\$130,000.00	Furnish a Tier 15 14x16x2 composite meter box lid with recessed radio insert on existing meter box.
41		Non-Metallic Meter Cover for 17x30 Meter Box	152	EA	\$120.00	\$18,240.00	Furnish a Tier 15 17x30x2 composite meter box lid with recessed radio insert on existing meter box.
42	Pressure Monitoring System	Furnish and install <u>pressure sensors</u>	32	EA	\$1,428.13	\$45,700.16	Furnish & install Pressure Monitoring system encompassing the entire distribution system comprising of less than 100 sensors including the
43	Overall Project Management and Implementation Services	Overall Project Management and Implementation Services	1	LS	\$203,162.50	\$203,162.50	Project Management, Engineering & Smart Utility Implementation Services
44	Software and Integrations	AMI Software Set-Up and System Integration	1	LS	\$75,000.00	\$75,000.00	
45		Smart Water Platform Implementation	1	LS	\$108,000.00	\$108,000.00	Xylem Vue data & systems integration and unified network management for water up to 500 sensors.
46	Training and Documentation	Training and Documentation	1	LS	\$0.00	\$0.00	Training is encompassed through the NaaS subscription. Additional details regarding training & documentation our included in our proposal.
47	On-Going Services Costs	Network-as-a-Service (Includes AMI Software)	14,150	Per Endpoint, Year 1	\$6.60	\$93,390.00	Sensus' Network as a Service (NaaS) is a private cloud-based managed service in which Sensus owns, operates, and maintains the FlexNet
48		Smart Water Platform (As-a-Service)	14,150	Per Endpoint, Year 1	\$3.60	\$50,940.00	
49	Bond					\$150,000.00	Payment & Performance Bond
50	Contingency					\$543,595.89	10% contingency to account for estimated meter box quantities and other unforeseen conditions
Total Year 1:						\$5,979,554.80	

Year 2 Unit Prices & Estimated Quantities

FORM C2 - ALTERNATE COST FULL METER REPLACEMENT - REVISED BY ADDENDUM 1							
Item No.	Scope Category	Item Description	Estimated Quantity	Units	Unit Price	Item Total	Comments
1	New Water Meters	Solid State Water Meter, 3/4"	14,633	EA	\$95.00	\$1,390,135.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
2		Solid State Water Meter, 1"	1,341	EA	\$170.00	\$227,970.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
3		Solid State Water Meter, 1.5"	336	EA	\$992.00	\$333,312.00	Furnish a Sensus Cordonel ultrasonic C&I water meter. Please review warranty associated with Cordonel. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value compared to a 10 year product.
4		Solid State Water Meter, 2"	354	EA	\$1,020.00	\$361,080.00	Furnish a Sensus Cordonel ultrasonic C&I water meter. Please review warranty associated with Cordonel. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value compared to a 10 year product.
5		Solid State Water Meter, 3"	37	EA	\$1,438.00	\$53,206.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
6		Solid State Water Meter, 4"	103	EA	\$1,925.00	\$198,275.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
7		Solid State Water Meter, 6"	59	EA	\$4,292.50	\$253,257.50	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
8		Solid State Water Meter, 8"	16	EA	\$9,915.00	\$158,640.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
9		Solid State Water Meter, 10"	1	EA	\$11,500.00	\$11,500.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
10		Solid State Water Meter, 12"	1	EA	\$12,765.00	\$12,765.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
11	Encoder Registers for Retrofit	Register for Water Meter, 3/4"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
12		Register for Water Meter, 1"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
13		Register for Water Meter, 1.5"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
14		Register for Water Meter, 2"	0	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
15		Encoder Module for Water Meter, Above 2"	212	EA	\$562.00	\$119,144.00	Furnish Sensus 522M single port radio for use on Octave meters and a new Octave communication module.
16	AMI Endpoints	Single Port AMI Endpoint, Pit Set	3,425	EA	\$97.80	\$334,965.00	Furnish Sensus 520M single port radio for use on single meter services.
17		Dual Port Meter Interface Unit, Pit Set	6,463	EA	\$162.00	\$1,046,925.00	Furnish Sensus 520M dual port AMI radio designed for use in double meter services. One dual port radio can accommodate two meters. Please see proposal response for more details relating to cost savings.
18	Installation	Meter and AMI Endpoint Installation, 3/4"	14,633	EA	\$65.00	\$951,145.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
19		Meter and AMI Endpoint Installation, 1"	1,341	EA	\$88.00	\$118,008.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
20		Meter and AMI Endpoint Installation, 1.5"	336	EA	\$420.00	\$141,120.00	Pricing includes meter & endpoint install, std GPS resolution (+/- 3'), pre-install notification and post-door hanger.
21		Meter and AMI Endpoint Installation, 2"	354	EA	\$465.00	\$164,610.00	Pricing includes meter & endpoint install, std GPS resolution (+/- 3'), pre-install notification and post-door hanger.
22		Meter and AMI Endpoint Installation, 3"	37	EA	\$785.00	\$29,045.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
23		Meter and AMI Endpoint Installation, 4"	103	EA	\$1,028.00	\$105,884.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
24		Meter and AMI Endpoint Installation, 6"	59	EA	\$2,220.00	\$130,980.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
25		Meter and AMI Endpoint Installation, 8"	16	EA	\$3,165.00	\$50,640.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
26		Meter and AMI Endpoint Installation, 10"	1	EA	\$4,000.00	\$4,000.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
27		Meter and AMI Endpoint Installation, 12"	1	EA	\$5,975.00	\$5,975.00	Pricing includes meter & endpoint installation, standard GPS resolution (+/- 3'), pre-install notification and post-door hanger.
28		Retrofit, Meters 2" and Under	-	EA	\$50.00	\$0.00	
29		Retrofit, Meters Above 2"	212	EA	\$60.00	\$12,720.00	Retrofit the Octave Encoder communication module to an existing Octave meter.
30		Non-Traffic Rated Antenna Box & Installation	2,669	EA	\$50.00	\$133,450.00	Furnish & Install 7" round antenna box adjacent to existing meter box.
31		Lid Drilling - Plastic	260	EA	\$6.25	\$1,625.00	Drill MIU hole in existing plastic lid
32		Lid Drilling - FRP	485	EA	\$18.75	\$9,093.75	Drill MIU hole in existing fiberglass reinforced lid
33		Lid Drilling - Metal	3,000	EA	\$24.50	\$73,500.00	Drill MIU hole in existing metal lid
34	Pit Lids	Non-Metallic Meter Cover for Ford Gulfbox	-	EA	\$21.00	\$0.00	Furnish a Tier 15 6x9 oval composite lid with recessed radio insert on existing box.
35		Non-Metallic Meter Cover for Ford Double Gulfbox	2,360	EA	\$44.00	\$103,840.00	Furnish a Tier 15 12x14 composite lid with recessed radio insert on existing box.
36		Non-Metallic Meter Cover for Ford Long Yokebox	225	EA	\$22.00	\$4,950.00	Furnish a Tier 15 6x13 oval composite lid with recessed radio insert on existing box.
37		Non-Metallic Meter Cover for Ford Yokebox	580	EA	\$50.00	\$29,000.00	Furnish a Tier 15 round lid with recessed raio insert on existing box.
38		Non-Metallic Meter Cover for 11x18 Meter Box	59	EA	\$45.00	\$2,655.00	Furnish a Tier 15 11x18 composite meter box lid with recessed radio insert on existing meter box.
39		Non-Metallic Meter Cover for 13x24 Meter Box	59	EA	\$72.50	\$4,277.50	Furnish a Tier 15 13x24x2 composite meter box lid with recessed radio insert on existing meter box.
40		Non-Metallic Meter Cover for 14x16 Meter Box	1,100	EA	\$65.00	\$71,500.00	
41		Non-Metallic Meter Cover for 17x30 Meter Box	125	EA	\$120.00	\$15,000.00	Furnish a Tier 15 17x30x2 composite meter box lid with recessed radio insert on existing meter box.
42	Pressure Monitoring System	Furnish and install <u>pressure sensors</u>	-	EA	\$1,428.13	\$0.00	Furnish & Install Pressure Monitoring system encompassing the entire distribution system comprising of less than 100 sensors including the Sensus Ally meter and iHYDRANT pressure system.
43	Overall Project Management and Implementation Services	Overall Project Management and Implementation Services	1	LS	\$203,162.50	\$203,162.50	Project Management, Engineering & Smart Utility Implementation Services
44	Software and Integrations	AMI Software Set-Up and System Integration	-	LS	\$75,000.00	\$0.00	

45	Software and Integrations	Smart Water Platform Implementation	-	LS	\$108,000.00	\$0.00	
46	Training and Documentation	Training and Documentation	-	LS	\$0.00	\$0.00	Training is encompassed through the NaaS subscription. Additional details regarding training & documentation our included in our proposal.
47	On-Going Services Costs	Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 2	\$6.60	\$206,203.80	Sensus' Network as a Service (NaaS) is a private cloud-based managed service in which Sensus owns, operates, and maintains the FlexNet communication network and Head End System—including hardware, software, backhaul, and
48		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 2	\$1.90	\$59,361.70	
49	Bond					\$0.00	10% contingency to account for estimated meter box quantities and other unforeseen conditions
50	Contingency					\$713,292.08	10% contingency to account for estimated meter box quantities and other unforeseen conditions
Total Year 2:						\$7,846,212.83	

Years 3-5 Unit Prices

FORM C2 - ALTERNATE COST FULL METER REPLACEMENT - REVISED BY ADDENDUM 1							
Item No.	Scope Category	Item Description	Estimated Quantity	Units	Unit Price	Item Total	Comments
1	New Water Meters	Solid State Water Meter, 3/4"	-	EA	\$100.00	\$0.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
2		Solid State Water Meter, 1"	-	EA	\$174.00	\$0.00	Furnish a Sensus iPERL+ electromagnetic residential water meter
3		Solid State Water Meter, 1.5"	-	EA	\$1,015.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter. Please review warranty associated with Cordonel. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value compared to a 10 year product.
4		Solid State Water Meter, 2"	-	EA	\$1,050.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter. Please review warranty associated with Cordonel. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value compared to a 10 year product.
5		Solid State Water Meter, 3"	-	EA	\$1,510.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
6		Solid State Water Meter, 4"	-	EA	\$2,035.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
7		Solid State Water Meter, 6"	-	EA	\$4,535.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
8		Solid State Water Meter, 8"	-	EA	\$10,478.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
9		Solid State Water Meter, 10"	-	EA	\$12,125.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
10		Solid State Water Meter, 12"	-	EA	\$13,380.00	\$0.00	Furnish a Sensus Cordonel ultrasonic C&I water meter with pressure and temperature sensors. Please review warranty associated. Majority of compartive meters have a 10 year warranty. Our calculations show a 2.5X value
11	Encoder Registers for Retrofit	Register for Water Meter, 3/4"	-	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
12		Register for Water Meter, 1"	-	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
13		Register for Water Meter, 1.5"	-	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
14		Register for Water Meter, 2"	-	EA	\$0.00	\$0.00	No Quote. Core & Main recommends that the Town purchase the registers from MasterMeter or their distributor
15		Encoder Module for Water Meter, Above 2"	0	EA	\$600.00	\$0.00	Furnish Sensus 522M single port radio for use on Octave meters and a new Octave communication module.
16	AMI Endpoints	Single Port AMI Endpoint, Pit Set	-	EA	\$100.00	\$0.00	Furnish Sensus 520M single port radio for use on single meter services.
17		Dual Port Meter Interface Unit, Pit Set	-	EA	\$164.00	\$0.00	Furnish Sensus 520M dual port AMI radio designed for use in double meter services. One dual port radio can accommodate two meters. Please see proposal response for more details relating to cost savings.
						\$0.00	

Network-as-a-Service Years 3-20

FORM C3a - OTHER COSTS							
Item No.	Scope Category	Item Description	Estimated Quantity	Units	Unit Price	Item Total	Comments
1		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 3	\$6.80	\$212,452.40	
2		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 4	\$7.00	\$218,701.00	
3		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 5	\$7.21	\$225,262.03	
4		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 6	\$7.43	\$232,135.49	
5		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 7	\$7.65	\$239,008.95	
6		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 8	\$7.88	\$246,194.84	
7		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 9	\$8.12	\$253,693.16	
8		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 10	\$8.36	\$261,191.48	
9		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 11	\$8.61	\$269,002.23	
10		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 12	\$8.87	\$277,125.41	
11		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 13	\$9.14	\$285,561.02	
12		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 14	\$9.41	\$293,996.63	
13		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 15	\$9.69	\$302,744.67	
14		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 16	\$9.98	\$311,805.14	
15		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 17	\$10.28	\$321,178.04	
16		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 18	\$10.59	\$330,863.37	
17		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 19	\$10.91	\$340,861.13	
18		Network-as-a-Service (Includes AMI Software)	31,243	Per Endpoint, Year 20	\$11.24	\$351,171.32	
19		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 3	\$1.96	\$61,236.28	
20		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 4	\$2.02	\$63,110.86	
21		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 5	\$2.08	\$64,985.44	
22		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 6	\$2.14	\$66,860.02	
23		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 7	\$2.20	\$68,734.60	
24		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 8	\$2.27	\$70,921.61	
25		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 9	\$2.34	\$73,108.62	
26		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 10	\$2.41	\$75,295.63	
27		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 11	\$2.48	\$77,482.64	
28		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 12	\$2.55	\$79,669.65	
29		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 13	\$2.63	\$82,169.09	
30		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 14	\$2.72	\$84,980.96	
31		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 15	\$2.79	\$87,167.97	
32		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 16	\$2.87	\$89,667.41	
33		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 17	\$2.96	\$92,479.28	
34		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 18	\$3.05	\$95,291.15	
35		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 19	\$3.14	\$98,103.02	
36		Smart Water Platform (As-a-Service)	31,243	Per Endpoint, Year 20	\$3.23	\$100,914.89	
Total NaaS Years 3-20:						\$6,405,127.43	

FORM C3b - OTHER COSTS								
Item No.	Description	Price Type (Unit Price or Lump Sum)	Unit	Quantity	Unit Price	Total Line Price	Optional or Required	Notes/Comments
1	Design, permit and build water quality monitoring system	Lump Sum	EA	0	\$247,978.00	\$0.00	Optional	Design, permit, furnish & install four (4) water quality monitoring systems at or near proposed locations per the RFP.
2	Single Port Meter Interface Unit, Pit Set (Nicor Connection)	Lump Sum	EA	0	\$162.00	\$0.00	Optional	Furnish Sensus 522M single port radio for use on Octave meters.
3	1" Sensus Ally meter	Unit Price	EA	0	\$450.00	\$0.00	Optional	Furnish 1" Sensus electromagnetic residential water meter. The Ally meter includes an integral 3-way ball valve that can be remote operated as well as pressure & temperature sensor that add versatility to the Town's pressure and water quality initiatives.
4	Lid Drilling - Plastic	Unit Price	EA	0	\$6.25	\$0.00	Optional	Contingency (labor only) - Drill MIU hole in existing plastic lid
5	Lid Drilling - FRP	Unit Price	EA	0	\$18.75	\$0.00	Optional	Contingency (labor only) - Drill MIU hole in existing fiberglass reinforced lid
6	Lid Drilling - Metal	Unit Price	EA	0	\$24.50	\$0.00	Optional	Contingency (labor only) - Drill MIU hole in existing metal lid
7	Replace Meter Box	Unit Price	EA	0	\$102.00	\$0.00	Optional	Contingency (labor only) - Replace 5/8" to 1" meter box in grass, dirt, or similar
8	Replace Meter Box	Unit Price	EA	0	\$225.00	\$0.00	Optional	Contingency (labor only) - Replace 1-1/2 and 2" meter box in grass, dirt, or similar
9	Box Raising/Lowering/Resetting	Unit Price	EA	0	\$75.00	\$0.00	Optional	Contingency (labor only) - Raising, lowering or resetting a 5/8" to 1" meter box
10	Box Raising/Lowering/Resetting	Unit Price	EA	0	\$185.00	\$0.00	Optional	Contingency (labor only) - Raising, lowering or resetting 1-1/2 or 2" meter box
11	Removal & Disposal of Landscape	Unit Price	EA	0	\$185.00	\$0.00	Optional	Contingency (labor only)
12	Hazardous Waste Disposal	Unit Price	EA	0	\$6.25	\$0.00	Optional	Contingency (labor only) - Hazardous waste disposal for each radio/end point
13	Confined Space Entry	Unit Price	EA	0	\$925.00	\$0.00	Optional	Contingency (labor only)
14	Furnish & Install iHydrant Pressure Monitoring retrofit kit	Unit Price	EA	0	\$4,075.00	\$0.00	Optional	Furnish & install iHydrant retrofit kit on any existing Clow, M&H or Kennedy fire hydrant. Pricing includes the kit, labor and annual fee.
15	Furnish & Install iHydrant Pressure Monitoring hydrant	Unit Price	EA	0	\$10,800.00	\$0.00	Optional	Furnish & install new iHydrant fire hydrant. Pricing includes new hydrant, labor and annual fee.
16	Waterloss Risk Assessment, Acoustic and Sensor Design, Data Design	Unit Price	EA	0	\$20,000.00	\$0.00	Optional	
17	Water Loss District Metering Area Design, Site Locations, and Data Design	Unit Price	EA	0	\$15,000.00	\$0.00	Optional	
18	Final Water Loss Pipeline Analysis, Calculations & Sensor Placements	Unit Price	EA	0	\$16,000.00	\$0.00	Optional	
19	Engineering Report for final design per FDEP Standards for state funding	Unit Price	EA	0	\$36,000.00	\$0.00	Optional	
20	Technology Vendors - Progress monitoring, coordination & reporting	Lump Sum	EA	0	\$135,000.00	\$0.00	Optional	In-person monthly meetings, 12 months.
21	Sensor deployments	Unit Price	EA	0	\$26,000.00	\$0.00	Optional	
22	Quality Assurance & quality control program	Unit Price	EA	0	\$65,000.00	\$0.00	Optional	
23	Utility Training & Onboarding	Unit Price	EA	0	\$46,000.00	\$0.00	Optional	
24	Smart Water Systems - Data & Sytems Integration (leak detection)	Unit Price	EA	0	\$50,500.00	\$0.00	Optional	Smart Water Engine data & system integration for leak detection and management.
25	Smart Water Systems - Data & Sytems Integration (leak detection) - SaaS annual fee	Unit Price	EA	0	\$72,350.00	\$0.00	Optional	Smart Water Engine - Leak Detection SaaS Annual fee. 3% annual escalation. Proactive optimization of non-revenue water and pressure management in water distribtuion networks.
26	CORE+ Managed Service	Lump Sum	EA	0	\$1.10	\$0.00	Optional	CORE+ managed services to be charged at a rate of \$1.10 per meter per month. CORE+ services includes 100% monthly billable reads, annual NaaS fees, network/field service and maintenance, warranty repair/replacement, and extended warranty on base stations. 3% annual escalation.
27	CIS and Consumer Portal Integration	Unit Price	EA	0	\$12,500.00	\$0.00	Optional	Integration fees from the Town's CIS & Customer Portal provider are not included.
					Total (C3b):	\$0.00		

[illegible]

RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

FORM C6 - ASSUMPTIONS		
Item No.	Assumptions	Form/Item Reference
1	Prices for materials include current tariff amounts. In the event tariffs are reduced, Core & Main will reduce its prices by the same amount. If tariff amounts increase, Core & Main will provide evidence of the increase and request approval by the Town to include to the unit price.	
2	Payment & Performance Bond - Includes coverage for hardware and installation during the initial 5 year construction phase and additional 1 year for workmanship warranty coverage. Does not include annual SaaS/NaaS fees.	
3	Pricing for Sensus hardware will be held for the first 2 years from Notice to Proceed and assumes the Town will agree to pay for stored materials. There will be an increase in for year 3-5 as reflected in this Appendix. Core & Main reserves the right to revisit pricing for other hardware (i.e. meter boxes, lids, etc.) upon completion of year 3.	
4	Pricing for installation assumes that meters are "like for like". Installation pricing is good through Year 2 after which an annual increase based on CPI will apply to all labor unit rates for each subsequent project year (Years 3 through 5).	
5	Quantities for meter box lids and lid drilling are estimates.	
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		

RFP No. EVN0000380
Turnkey Advanced Metering Infrastructure (AMI) Solution

23		
24		

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

Project Name:	Department:	
Small Meter Replacements	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Fiscal Responsibility / Town Communication	W0002	On-going

Project Description and Justification:

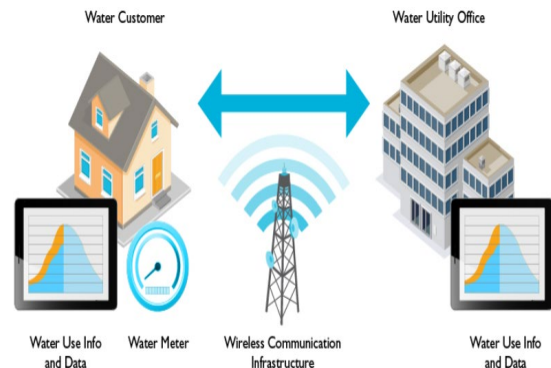
Replace small (< 2") meters that fail to record flows with high accuracy. This deficiency if not minimized can lead to lost revenue and increased system water loss or unaccounted water. In addition, implement the latest best management practice for water meter reading, Advanced Metering Infrastructure (AMI), to improve system reliability and safety, enhance operational efficiencies, provide for better water conservation and leak/tamper detection, and provide real time collection of customer water usage data with a customer interface to promote transparency and meet customer expectations for data access.

Having an accurate and effective means of reading water meters then communicating usage to both the Utility billing office and residents is an essential service of the Town. The existing 16-year old drive-by radio reading system (AMR) has become obsolete and many software/hardware functions are no longer fully supported. This is problematic relative to the ability to responsibly assist customers. Funding for the AMI project previously programmed at \$1.5M per year over a 10-year period has been reprogrammed for \$2.19M per year over a 5-year period (FY2026 through FY2030) to coincide with the anticipated duration of the system-wide meter conversion. Costs for the AMR to AMI conversion are shared between the large and the (small) meter replacements budgets. A Request for Proposals for the AMR to AMI System is conversion is currently being solicited, with commencement of the multi-year contract anticipated in Fall 2025.

This project supports the Town's Strategic Plan Result of Fiscal Responsibility by managing assets to maintain fiduciary responsibility and established levels of service for the distribution system. Failure to properly recover costs in an equitable fashion amongst water customers could lead to deficiencies in cost recovery systems and financial instability that may prevent service levels from being achieved.

Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Replace small (< 2") meters that fail to record flows with high accuracy and systematically transition to AMI.	2026/4	\$1,732,872
2027	Replace small (< 2") meters that fail to record flows with high accuracy and systematically transition to AMI.	2027/4	\$1,732,872
2028	Replace small (< 2") meters that fail to record flows with high accuracy and systematically transition to AMI.	2028/4	\$1,732,872
2029	Replace small (< 2") meters that fail to record flows with high accuracy and systematically transition to AMI.	2029/4	\$1,732,872
2030	Replace small (< 2") meters that fail to record flows with high accuracy and systematically transition to AMI.	2030/4	\$1,732,872

Project Photo(s) / Map of Location



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

Project Name:							Department:
Small Meter Replacements							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Fiscal Responsibility / Town Communication							W0002
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	\$3,410,920	\$683,427	\$683,427	\$683,427	\$683,427	\$683,427	\$6,828,055
Equipment	\$6,813,979	\$1,049,445	\$1,049,445	\$1,049,445	\$1,049,445	\$1,049,445	\$12,061,204
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$10,224,899	\$1,732,872	\$1,732,872	\$1,732,872	\$1,732,872	\$1,732,872	\$18,889,259
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	\$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	\$10,224,899	\$1,732,872	\$1,732,872	\$1,732,872	\$1,732,872	\$1,732,872	\$18,889,259
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	\$10,224,899	\$1,732,872	\$1,732,872	\$1,732,872	\$1,732,872	\$1,732,872	\$18,889,259
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$5,071,564	\$522,236	\$530,045	\$1,367,018	\$1,367,018	\$1,367,018	\$10,224,899
Amount Expended	\$4,659,843	\$723,167	\$67,092	\$320,309	\$441,052	\$362,072	\$6,573,534
Current Encumbrances							\$0
Remaining Available Budget							\$3,651,365

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

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

Project Name:	Department:	
Large Meter Replacements	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Fiscal Responsibility / Town Communication	W0329	On-going

Project Description and Justification:

This project replaces large compound meters that fail to record flows with high accuracy. This deficiency if not minimized can lead to lost revenue and increased system water loss or unaccounted water. In addition, the latest best management practice to fully automate water meter reading, known as Advanced Metering Infrastructure (AMI), will be implemented to improve system reliability and safety, enhance operational efficiencies, provide for better water conservation and leak/tamper detection, and enable real time collection of customer water usage data with a customer interface to promote transparency and meet customer expectations for data access.

The estimated annual cost for implementation of the AMI System over a 5-year period (FY2026 through FY2030) is \$2.19M and is shared between this project and the (small) meter replacements project. A Request for Proposals for the AMI System conversion is currently being solicited, with commencement of the multi-year contract anticipated Fall 2025.

This project supports the Town's Strategic Plan Result of Fiscal Responsibility by managing assets to maintain fiduciary responsibility and maintain established levels of service for the distribution system. Failure to properly recover costs in an equitable fashion amongst water customers could lead to deficiencies in cost recovery systems and financial instability that may prevent service levels from being achieved.

Since 2020, more than two hundred (200) large meters have been replaced under this project.

Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Replace large compound meters that fail to record flows with high accuracy and systematically transition to AMI.	2026/4	\$397,166
2027	Replace large compound meters that fail to record flows with high accuracy and systematically transition to AMI.	2027/4	\$397,166
2028	Replace large compound meters that fail to record flows with high accuracy and systematically transition to AMI.	2028/4	\$397,166
2029	Replace large compound meters that fail to record flows with high accuracy and systematically transition to AMI.	2029/4	\$397,166
2030	Replace large compound meters that fail to record flows with high accuracy and systematically transition to AMI.	2030/4	\$397,166

Project Photo(s) / Map of Location



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

Project Name:							Department:
Large Meter Replacements							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Fiscal Responsibility / Town Communication							W0329
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	\$696,793	\$45,060	\$45,060	\$45,060	\$45,060	\$45,060	\$922,093
Equipment	\$2,025,704	\$352,106	\$352,106	\$352,106	\$352,106	\$352,106	\$3,786,234
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$2,722,497	\$397,166	\$397,166	\$397,166	\$397,166	\$397,166	\$4,708,327
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	\$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	\$2,722,497	\$397,166	\$397,166	\$397,166	\$397,166	\$397,166	\$4,708,327
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	\$2,722,497	\$397,166	\$397,166	\$397,166	\$397,166	\$397,166	\$4,708,327
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$2,115,836	\$99,045	\$102,016	\$135,200	\$135,200	\$135,200	\$2,722,497
Amount Expended	\$1,889,367	\$71,080	\$214,970	\$178,787	\$77,124	\$22,059	\$2,453,388
Current Encumbrances							\$0
Remaining Available Budget							\$269,109

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

Advanced Metering Infrastructure (W2325)
Project Budget (10/17/2025)

ADOPTED CIP FY 2026 - 2030 BUDGET - FIVE YEAR FUNDING PLAN

	Upspent Carryforward	FY 2026-2030 Budget	Total Funding
Small Meter Replacment CIP	3,492,580	8,664,360	12,156,940
Large Meter Replacement CIP	254,822	1,985,830	2,240,652
Total	3,747,402	10,650,190	14,397,592

PROPOSED FY 2026 - 2027 BUDGET - THREE YEAR FUNDING PLAN

	Upspent Carryforward	FY 2026-2027 Budget	Total Funding
Small Meter Replacment CIP	3,492,580	6,804,573	10,297,153
Large Meter Replacement CIP	254,822	1,559,578	1,814,400
Year-End Project Closeout			
Central Blvd Piping Upgrade	2,089,772	-	2,089,772
Pine Gardens North Infrastructure Improvements	112,863	-	112,863
Brentwood North Distribution Improvements	14,916	-	14,916
Toney Penna Watermain & Valve Improvements	68,490	-	68,490
Total	6,033,443	8,364,151	14,397,594

Anticipated Expenditures		
Core & Main AMI 2-Year Contract (W2325)	\$	13,905,570
Project Contingency (3.4%)	\$	492,022
Total Project Budget	\$	14,397,592



Advanced Metering Infrastructure Contract Metering Replacement Program

CENTENNIAL
CELEBRATION
1925 - 2025

Outline

- Purpose of Project
- Existing Metering System
- Proposed Metering System
- Request for Proposals
- Proposed Funding Option
- Public Education & Training
- Key Takeaways

Purpose of Project

- Replace the existing water metering system that is at the end of its useful life with a new metering technology to:
 - Address existing metering system deficiencies.
 - Improve efficiencies.
 - Offer additional benefits to the Town and it's water customers.

Existing Metering System



- Automatic Meter Reading (AMR) “drive-by” technology obtains meter readings on a monthly basis, for billing purposes.
- In service since the mid 2000s.
- 99% of the meters are 2” and smaller and at or near the 20-year useful life
- Almost half of the flow recording and data transmitting devices on 2” and smaller meters have failed over the past 5 years and the devices are continuing to fail
- 94% of meters 2” and smaller are greater than 10 years old and have reduced flow accuracy of 91.7% due to internal moving parts that wear over time.
- Estimated missed revenue from reduced metering accuracy is \$1.3M annually.
- Heavy burden on staff to operate and maintain a failing system while also tending to other responsibilities.
- AMR has become an outdated technology.

Advanced Metering Infrastructure (AMI)

- AMI is a comprehensive smart metering system that transmits near real-time data over a secure communications network.
- AMI Benefits:
 - Daily reads for faster response and better service
 - Early leak detection and high-bill alerts
 - Reliable and accurate meter readings, guaranteed for 20 years
 - Customer access to real-time usage data by customer portal and mobile app
 - Improved customer engagement that encourages conservation
 - Improved system maintenance by allowing field service representatives time to be proactive

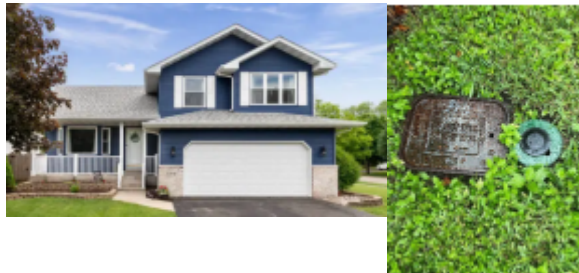


How AMI Works

Data is securely transmitted using existing towers



Utility customer service staff receive daily usage



Smart meters record water use



Customers are able to view their daily water use on a website or phone app, giving them control over their water use

Request for Proposals

- Three proposals received and evaluated by selection committee.
- Selection committee ranked Core & Main for award based on proposal ranking.
- Negotiated a lower price and shorter replacement window, resulting in a savings of **\$5,559,876**.
- Shorter project implementation allows faster resolution of existing system issues.

PRICING - 20 Year Guranteed Life		
Core & Main Proposal	Bid Pricing - 5 YR Implementation	Negotiated Cost - 2YR Implementation
Implementation Cost	\$20,356,676	\$13,825,768
Operating cost once system is operational - Network & Software Subscription Cost	\$5,434,095	\$6,405,127
Total 20 Year Cost	\$25,790,771	\$20,230,895
	15 Years of Operating Cost	18 Years of Operating Cost

Proposed Funding Option

- Initial Bid – 5 Year Implementation Cost = \$20,356,676
- Negotiated – 2 Year Implementation Cost = \$13,825,768

Preferred 2 Year option to stay within budget:

- Proposed funding from:
 - \$2,286,041 in FY2025 year-end project close out funding.
 - \$3,747,402 in large/small meter FY2025 unspent carryforward.
 - \$8,364,151 in FY2026-2027 large/small meter programmed funding.
- \$2.3 million in R&R funding freed up for other future projects.

* Network/Software Subscription - \$6.4 million over 18 years or average \$355,840 annual operating cost.

Public Education & Training

- The Utilities and Community Relations departments will collaborate with Core & Main to develop an outreach program to inform and educate the Town's water customers about the new water metering system.
- Outreach methods will include:
 - US mail, door cards, water bill inserts
 - Town website, email, social media posts
 - Phone and in-person customer support
- Customers with landscaping or other types of encroachments within 3 feet of existing meter boxes will be notified in advance of the need to remove or relocate landscaping and personal items.
- Town staff will receive training and network and software support for the new system.

Key Take Aways

- Proven technology. The proposed, state of the art AMI system is used successfully by neighboring water utilities such as Palm Beach County, Seacoast, Tequesta, Miami-Dade, and others.
- Improved customer service. Water usage data will be available to customers and staff on a daily rather than monthly basis, allowing for early leak detection, better conservation efforts, and more timely resolution of customer inquiries.
- Best warranty in the industry. The proposed Sensus meters have no internal moving parts and offer the best warranties in the industry guaranteeing accuracy for 20 years, and battery life for 15-yr full and 5-yr prorated warranty.
- Uses existing infrastructure. Core & Main is able to fully transition the Town's system to AMI without new or cellular networks, and provides redundant backup networks if needed in an emergency.

TOWN OF JUPITER
Approval of Four General Contracting Continuing Services Contracts, EPW2025-34A, EPW2025-34B, EPW2025-34C, and EPW2025-34D



DATE	December 2, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Resolution 120-25 for the award of Contracts to Kirchman Construction Co. (EPW 2025-34A), Arkest, LLC (EPW 2025-34B), Proctor Construction Co. (EPW 2025-34C), and Fierce Construction (EPW 2025-34D) for General Contracting Continuing Services in a combined amount not to exceed \$6,000,000.

EXECUTIVE SUMMARY

Town staff is providing Resolution 120-25 for consideration by Town Council for approval of the award of four (4) individual, non-exclusive, continuing services contracts to Kirchman Construction Co. (EPW 2025-34A), Arkest, LLC (EPW 2025-34B), Proctor Construction Co. (EPW 2025-34C), and Fierce Construction (EPW 2025-34D) for General Contracting in a combined amount not to exceed \$6,000,000 for a term of (3) years with (2) 1-year renewal options.

The continuing services contract scope shall be to provide all supervision, labor, materials, equipment, and services necessary for new construction, renovation, repair, and improvement of Town facilities, buildings, parks, and site improvement projects on an as-needed basis, including but not limited to:

- Site clearing, grubbing and grading
- Erosion and sedimentation control
- Maintenance of traffic, including preparation of MOT plans
- Architectural, structural, civil, MEP design
- Building, utility, and drainage permitting
- Building and facilities site work
- Building construction
- Structural framing and finish work
- Building mechanical, electrical, and plumbing work
- Building envelope and weather protection
- Building roofing
- Site monument construction
- 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 a 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 28, 2025, eleven (11) bids were received and opened for the subject projects (please see attached bid tabulation). Two (2) bidders were deemed non-responsive due to the lack of State of Florida General Contractor licensure. Town staff reviewed all bids and the selection committee determined that Kirchman Construction Co., Arkest, LLC, Proctor Construction Co., and Fierce Construction are the four most qualified, most responsive, and responsive bidders selected for contract award (see the attached selection committee scoring sheet).

Town staff contacted references provided by Kirchman Construction Co., Arkest, LLC, Proctor Construction Co., and Fierce Construction and received positive feedback on the quality of their work and timely completion of their projects.

ANALYSIS

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

These continuing services contracts will be used for budgeted projects, unless otherwise approved by the Town Council. Projects will be assigned via Work Order based on the availability of funds, project costs, and availability to meet project schedules. Most project assignments shall have a value of less than \$300,000. It should be noted that the projects included in the contract scope are those identified within the Town's FY2026 Community Investment Program and operating maintenance budgets with potential projects exceeding \$300,000 that were identified in the bid (attached). All projects greater than \$200,000 shall require a payment and performance bond.

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 funding and there is no minimum amount of work expressed or guaranteed to be performed.

Staff requests Town Council's approval of Resolution 120-25 and the award of (4) continuing services contracts to: Kirchman Construction Co. (EPW 2025-34A), Arkest, LLC (EPW 2025-34B), Proctor Construction Co. (EPW 2025-34C), Fierce Construction (EPW 2025-34D) for General Contracting in a combined amount not to exceed \$6,000,000 for a three-year term with two optional one-year renewal terms.

In the event the Town Council approves Resolution 120-25, the Mayor will be authorized to execute the (4) contracts on its behalf.

STRATEGIC PRIORITY

- Organizational Excellence
- Fiscal Responsibility

ATTACHMENTS

1. Resolution 120-25
2. EPW2025-34_Selection Committee Scoring Sheet
3. Construction Contract_Kirchman Construction
4. Construction Contract_Arkest
5. Construction Contract_Proctor Construction
6. Construction Contract_Fierce Construction
7. EPW2025-34_Building Project List

FUNDING SOURCE

Amount of this Request	\$6,000,000	Work under this contract is subject to fiscal appropriation by the Town Council for FY2026 and subsequent fiscal year operating and CIP budgets.
Amount Approved in Budget	\$ As Appropriated	Sources: FY2026 Operating and CIP Budgets
Additional Funding Requested	\$ As Appropriated	Sources: FY2027-FY2029 Operating and CIP Budgets, Subject to Appropriation

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

RESOLUTION NO. 120-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE GENERAL CONTRACTING CONTINUING SERVICES CONTRACTS TO KIRCHMAN CONSTRUCTION CO. (EPW 2025-34A), ARKEST, LLC (EPW 2025-34B), PROCTOR CONSTRUCTION CO. (EPW 2025-34C), AND FIERCE CONSTRUCTION (EPW 2025-34D)

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 General Contracting Continuing Services Contract; and

WHEREAS, the scope of work for the General Contracting Continuing Services Contract consists of but is not limited to, building construction and renovation, park construction and amenities, site and infrastructure work, and design and project coordination; and

WHEREAS, pursuant to the process established within the bid process, Kirchman Construction Co., Arkest, LLC, Proctor Construction Co., and Fierce Construction are the four most qualified, 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 2025-34A to Kirchman Construction Co., EPW 2025-34B to Arkest, LLC, EPW 2025-34C to Proctor Construction Co., and EPW 2025-34D to Fierce Construction in a combined

amount not to exceed \$6,000,000.00 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 Kirchman Construction Co., Arkest, LLC, Proctor Construction Co., and Fierce Construction on behalf of the Town.

Section 3. Upon the acceptance and execution of each contract, Kirchman Construction Co., Arkest, LLC, Proctor Construction Co., and Fierce Construction shall be responsible for carrying out all obligations which have been established therein.

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

TOWN OF JUPITER
GENERAL CONTRACTING - RFP# EPW2025-34
SELECTION COMMITTEE SCORING

Selection Committee Member	Proctor Construction Co., LLC	RMJ Contractors	Fierce Construction	Kirchman Construction Co.	Arkest, LLC	Florida Palm Construction	Close Construction Services, LLC	Mueller Construction Company	Franjo Builders	CJ Contracting, LLC	West Construction, Inc.
George Dzama	93.00	-	86.00	98.00	96.00	77.00	85.00	-	72.00	82.00	62.00
Scott Isberner	85.00	-	80.00	95.00	90.00	70.00	65.00	-	60.00	80.00	65.00
Dereck Winning	86.00	-	82.00	98.00	96.00	55.00	82.00	-	58.00	78.00	62.00
Johann Lopez	90.00	-	85.00	95.00	95.00	75.00	85.00	-	60.00	80.00	65.00
Score Total	88.50	-	83.25	96.50	94.25	69.25	79.25	-	62.50	80.00	63.50
Ranking	3	Non-Responsible	4	1	2	7	6	Non-Responsible	9	5	8

Committee Member

Signature Authotrization

George Dzama



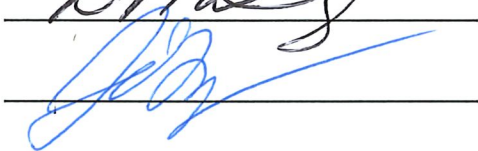
Scott Isberner



Dereck Winning



Johann Lopez



Selection Criteria	Point Value
Professional Qualifications, Experience	0-20
Project Approach	0-10
Cost, Bid Form	0-70
Total Points	0-100



**AGREEMENT BETWEEN THE TOWN OF JUPITER AND
CONTRACTOR FOR CONSTRUCTION**

THIS AGREEMENT, effective this 2nd day of December 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: Kirchman Construction Co.
(hereinafter CONTRACTOR)

Project Name: GENERAL CONTRACTING CONTINUING SERVICES

Project Number: EPW2025-34A

In accordance with the following terms:

Total Contract Price: Not to exceed \$6,000,000.00 for cumulative Work Order projects.

Total Contract Time: Three-Year term with (2) 1-Year Renewal Options

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 Time & Material Price Bid. The total cost of in-house hourly rates, subcontractor markup, and material markup that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Proposals (RFP). The Work shall be paid for on the basis of scope item prices included in the individual 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 the milestones 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 2 (two) years (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 2 (two) years 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, 210 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

**PROCTOR CONSTRUCTION
COMPANY, LLC**

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**

Ronald E. Kirchman II
President

Thomas J. Baird
Town Attorney



**AGREEMENT BETWEEN THE TOWN OF JUPITER AND
CONTRACTOR FOR CONSTRUCTION**

THIS AGREEMENT, effective this 2nd day of December 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: Arkest, LLC
(hereinafter CONTRACTOR)

Project Name: GENERAL CONTRACTING CONTINUING SERVICES

Project Number: EPW2025-34B

In accordance with the following terms:

Total Contract Price: Not to exceed \$6,000,000.00 for cumulative Work Order projects.

Total Contract Time: Three-Year term with (2) 1-Year Renewal Options

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 Time & Material Price Bid. The total cost of in-house hourly rates, subcontractor markup, and material markup that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Proposals (RFP). The Work shall be paid for on the basis of scope item prices included in the individual 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 the milestones 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 2 (two) years (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 2 (two) years 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, 210 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

**PROCTOR CONSTRUCTION
COMPANY, LLC**

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**

Rafael Caldera
President / CEO

Thomas J. Baird
Town Attorney



**AGREEMENT BETWEEN THE TOWN OF JUPITER AND
CONTRACTOR FOR CONSTRUCTION**

THIS AGREEMENT, effective this 2nd day of December 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: Proctor Construction Company, LLC
(hereinafter CONTRACTOR)

Project Name: GENERAL CONTRACTING CONTINUING SERVICES

Project Number: EPW2025-34C

In accordance with the following terms:

Total Contract Price: Not to exceed \$6,000,000.00 for cumulative Work Order projects.

Total Contract Time: Three-Year term with (2) 1-Year Renewal Options

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 Time & Material Price Bid. The total cost of in-house hourly rates, subcontractor markup, and material markup that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Proposals (RFP). The Work shall be paid for on the basis of scope item prices included in the individual 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 the milestones 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 2 (two) years (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 2 (two) years 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, 210 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

**PROCTOR CONSTRUCTION
COMPANY, LLC**

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**

John Granath
President / COO

Thomas J. Baird
Town Attorney



**AGREEMENT BETWEEN THE TOWN OF JUPITER AND
CONTRACTOR FOR CONSTRUCTION**

THIS AGREEMENT, effective this 2nd day of December 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: Fierce Construction LLC
(hereinafter CONTRACTOR)

Project Name: GENERAL CONTRACTING CONTINUING SERVICES

Project Number: EPW2025-34D

In accordance with the following terms:

Total Contract Price: Not to exceed \$6,000,000.00 for cumulative Work Order projects.

Total Contract Time: Three-Year term with (2) 1-Year Renewal Options

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 Time & Material Price Bid. The total cost of in-house hourly rates, subcontractor markup, and material markup that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Proposals (RFP). The Work shall be paid for on the basis of scope item prices included in the individual 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 the milestones 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 2 (two) years (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 2 (two) years 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, 210 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

**PROCTOR CONSTRUCTION
COMPANY, LLC**

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**

Michael Giammalvo
Authorized Member / CFO

Thomas J. Baird
Town Attorney

GENERAL CONTRACTING CONTINUING SERVICES CONTRACT EPW2025-34

BUILDING PROJECT LIST

The majority of projects conducted within this contract shall be value of less than \$300,000. The following is a list of projects that may be performed within the next five (5) fiscal years with respective budgets. They are not guaranteed, necessarily in order of work assignment, and may not be budgeted but are listed as values exceeding \$300,000 for which may be conducted under this contract as a qualified bidder.

Proposed projects with respective cost estimates:

Jupiter Community Park 4-plex Field House Refurbishment/Replacement (\$1,300,000)

Jupiter Community Park Baseball Building Replacement and

Diamond Rail Fencing Replacement (\$900,000)

Indian Creek Park Restroom Construction (\$400,000)

Civic Center Refurbishment (\$600,000)

Public Works Facility Building D (\$1,200,000)

Utility Field Office Addition (\$800,000)

Public Works Facility/Utility Field Office Storage Building (\$1,500,000)