TOWN OF LANTANA

Town Hall
500 Greynolds Circle
Lantana, FL 33462

Regular Meeting
November 18, 2024 - 6:00 p.m.

For information regarding the procedures for public participation during a Town Council meeting, please refer to the end of this agenda.

***THIS TOWN COUNCIL MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY. PLEASE SEE THE LAST PAGE FOR DETAILS.**

1. **ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.**
   Karen Lythgoe, Mayor ____
   Mark Zeitler, Vice Mayor ____
   Kem Mason, Vice Mayor Pro Tem ____
   Christopher Castle, Councilmember ____
   Lynn J. Moorhouse, D.D.S., Councilmember ____

   LANTANA STAFF: Brian K. Raducci, ICMA-CM, Town Manager; R. Max Lohman, Town Attorney; and Kathleen Dominguez, CMC, Town Clerk

2. **AGENDA APPROVAL:**
   - **a.** Additions, substitutions, deletions.
   - **b.** Agenda Approval.

3. **STAFF AND COMMITTEE REPORTS:**
   - **a.** Town Council
   - **b.** Town Manager

4. **SPECIAL PRESENTATIONS:**
   - **a.** State of Education Report by School Board Member Erica Whitfield, District 6.
   - **b.** Presentation of the Police Department's Employee of the 3rd Quarter Award 2024.
   - **c.** Presentation of the Police Department's Life Saving Award.
   - **d.** Presentation of Employee Service Awards.

5. **APPROVAL OF THE CONSENT AGENDA:**
   - **a.** Approval of the Minutes from the Regular Town Council Meeting of October 28, 2024.

6. ORDINANCES AND RESOLUTIONS:

a. None.

7. QUASI-JUDICIAL HEARINGS:

a. None.

8. MISCELLANEOUS:

a. Consideration of entering into a Grant Agreement with the State of Florida Department of Environmental Protection for FY 2024/25 funding in the amount of $150,000 with $112,500 (75%) coming from the State as a grant and $37,500 (25%) coming from the Town as our match for the Lantana Municipal Beach Improvements Project.

b. Consideration of the ratification of emergency expenditures to Johnson-Davis Inc. to repair the broken aerial water main on E. Ocean Ave. at the small bridge in the amount of $32,569.14.

c. Consideration of the ratification of an emergency expenditure with Hinterland Group, Inc. for the repair of the broken water main at the 1300 block of W. Drew St. in the amount of $87,804.45.

d. Consideration of the ratification of an emergency expenditure with Johnson-Davis Inc. for the repair of the broken water main and to replace a leaking water main valve on E. Ocean Ave. near the intersection of S. Lake Dr. in the amount of $92,233.46.

e. Consideration of ratifying the expenditure associated with Change Order #5 with Johnson-Davis Inc. for the W. Pine St. Water Main Replacement Project at the FEC Railway Crossing in the amount of $41,199.50.

9. PUBLIC COMMENTS:

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

- 11/21/2024 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 11/27/2024 - Town Offices Closed Early in Observance of Thanksgiving and Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m. (TENTATIVE)
- 11/28 - 11/29/2024 - Town Offices Closed in Observance of Thanksgiving.
- 12/09/2024 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 12/13/2024 - Winterfest Event, Town Hall, 6:00 p.m. - 8:00 p.m.
- 12/24/2024 - Town Offices Closed Early in Observance of Christmas Eve.
- 12/25/2024 - Town Offices Closed in Observance of Christmas Day.
- 12/31/2024 - Town Offices Closed Early in Observance of New Year's Eve.
- 01/01/2025 - Town Offices Closed in Observance of New Year's Day.

11. COUNCIL COMMENTS:

12. ADJOURNMENT.

Listen to the Town Council Meeting: Visit https://www.lantana.org/TownAgendas and click "View Event" next to the meeting date for the live broadcast. The link will be available when the meeting starts. The recording will be available on-demand after the meeting in the Past Events section.

PROCEDURES FOR PUBLIC PARTICIPATION

Any citizen is entitled to be heard on an official agenda item when the Town Council calls for public comment

OR any matter not on the agenda under the "Public Comments" section. Citizens desiring to address the Town Council shall step up to the microphone at the podium, state their name and address in an audible voice for the record, and, unless the Chair grants additional time, shall limit their address to three (3) minutes. Citizens who wish to address the Council **MUST** complete a blue public comment card and present it to the Town Clerk before the item is discussed and wait for the Mayor to announce when it is their turn to speak. Likewise, if the public wishes to speak on a matter on the consent agenda, they must complete a blue card and present it to the Town Clerk before the start of the meeting.

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) workings days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4b

PREPARED BY: Sean Scheller, Chief of Police

REVIEWED BY: Brian K. Raducci, ICMA-CM

MEETING DATE: November 18, 2024

AGENDA ITEM: Presentation of the Police Department's Employee of the 3rd Quarter Award 2024.

ISSUE/BACKGROUND:

The Police Department is recognizing Investigator Christian Vargas as the Employee of the 3rd Quarter Award 2024 for his diligence in investigating several complex and labor-intensive cases.

ATTACHMENT(S):

SAMPLE MOTION:

N/A

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4c

PREPARED BY: Sean Scheller, Chief of Police

REVIEWED BY: Brian K. Raducci, ICMA-CM

MEETING DATE: November 18, 2024

AGENDA ITEM: Presentation of the Police Department's Life Saving Award.

ISSUE/BACKGROUND:

Presentation of the Police Department's Life Saving Award to Police Officers Christina Strong and Stephanie Crowley for their acts on September 7, 2024, which through disregard for personal safety and prompt and alert action resulted in the saving of a human life.

ATTACHMENT(S):

SAMPLE MOTION:

N/A

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4d

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Presentation of Employee Service Awards.

ISSUE/BACKGROUND:

The following employees will be presented awards by their Department Directors for their years of service to the Town:

In attendance	**Recognized, not in attendance**
5 Years of Service Arnaldo Aponte Eddie Crockett Police Officer Paula Diaz Raeann Keating Assistant Chief of Police Thomas Mitchell Kathy Murphy Police Officer Delvis Santana Justin Womack Tammy Page	
10 Years of Service Nicole Dritz	
	15 Years of Service Sammy Archer
20 Years of Service Angel Colon Tamara Reeves	
25 Years of Service Sergeant Matt Oquist	Frank Patterson Armengol Rivera-Soler

ATTACHMENT(S):

SAMPLE MOTION:

N/A

TOWN OF LANTANA
Regular Meeting Minutes
October 28, 2024

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Mayor Lythgoe called the regular meeting to order at 6:00 p.m. Town Clerk Dominguez called the roll and established a quorum. All elected officials were in attendance.

Mayor Lythgoe led a moment of silence. The moment of silence was followed by the Pledge of Allegiance.

2. AGENDA APPROVAL:

a. Additions, substitutions, deletions.
b. Agenda Approval.

Motion: Vice Mayor Pro Tem Mason made a motion to approve the agenda, as submitted. Councilmember Castle seconded the motion. Motion passed 5-0.

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Councilmember Castle commended the staff for their exceptional efforts in organizing and executing the Haunted Nature Preserve event on October 25th.

Vice Mayor Zeitler echoed Councilmember Castle's comments.

Mayor Lythgoe presented a summary of the Town's participation in the Read for the Record event on October 24th.

Vice Mayor Pro Tem Mason spoke about his and Mayor Lythgoe's experience engaging with the students at Lantana Elementary School during Read for the Record Day.

b. Town Manager

Town Manager Raducci reported that over 40 volunteers, including staff, firefighters, residents and councilmembers, read to over 2,500 students during the Read for the Record Day.

Town Manager Raducci commended Parks and Recreation Superintendent Nadine Shawah, Public Services Director Eddie Crockett, Town staff, volunteers and participants for their successful organization of the Haunted Nature Preserve event, which attracted 900 attendees. He also expressed gratitude to volunteer groups like South Tech Academy's DECA, Palm Beach Atlantic University's Baseball team and the Lantana Police Explorers for their contributions.

He also provided an update on the dune restoration project. He expressed disappointment that the Town was not going to be included in the Town of Palm Beach's current year project due to a lack of material and time constraints. The Town of Palm Beach would now be using Lake Worth Beach's public access point to transport excess sand to help restore the dunes along Reach 9. He also stated that the Town would continue to work with our neighboring communities to see if it might be possible for the Town to participate in similar future projects.

Finally, he announced that the Lantana Public Library will be hosting a mock election for all ages on Election Day, Tuesday, November 5th.

4. SPECIAL PRESENTATIONS:

a. None.

5. APPROVAL OF THE CONSENT AGENDA

a. Approval of the Minutes from the Regular Town Council Meeting of October 14, 2024.

Motion: Councilmember Moorhouse made a motion to approve the consent agenda, as submitted. Vice Mayor Pro Tem Mason seconded the motion. Motion passed 5-0.

6. ORDINANCES AND RESOLUTIONS:

a. Consideration of Ordinance O-07-2024, amending Chapter 6 - Buildings and Building Regulation, to coordinate with the Palm Beach County adopted Florida Building Code and Amendments, to update the date of the Flood Insurance Study and Flood Insurance Rate Maps and to specify elevation of manufactured homes in Special Flood Hazard Areas. **Remarks: First Reading**

Mayor Lythgoe introduced the agenda item.

Town Attorney Lohman read the below ordinance by title into the record:

ORDINANCE NO. O-07-2024

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 6 - BUILDINGS AND BUILDING REGULATIONS, TO COORDINATE WITH THE PALM BEACH COUNTY ADOPTED FLORIDA BUILDING CODE AND AMENDMENTS, TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING THAT THE REMAINDER OF

CHAPTER 6 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Nicole Dritz, Development Services Director, presented an overview of the ordinance and addressed questions from the Councilmembers. She explained that the Florida Emergency Management Agency (FEMA) has recently revised the Florida Insurance Rate Maps, effective December 20, 2024. To ensure the Town's continued participation in the National Flood Insurance Program (NFIP), the Town must adopt Floodplain Management regulations that comply with NFIP standards. Furthermore, the ordinance revises regulations governing existing and future mobile homes. Additionally, the Town's voluntary participation in the Community Rating System (CRS) program incentivizes the implementation of Floodplain Management Practices that meet or exceed NFIP minimum requirements. The CRS program awards points to communities for specific flood risk management activities, which leads to insurance discounts for property owners. She indicated that the Town currently maintains a Class 8 Rating; a 10% insurance premium reduction, and to preserve this rating, mobile homes within the community must be elevated to meet FEMA's revised elevation standard with an additional one (1) foot freeboard.

There was discussion from the Councilmembers about the ordinance's impact on mobile home residents, Hypoluxo Island and the entire community.

Mayor Lythgoe requested that staff consult with local insurance companies to assess the potential impact on flood insurance costs.

Town Attorney Lohman noted that FEMA updates the maps every five (5) years, indicating potential future ordinance updates.

Director Dritz clarified that the elevation requirement is optional for existing homes; however, property owners should consider potential future replacement costs in the event of flood damage. She also reminded the Town Council that the ordinance comprises two (2) components: a housekeeping component and a more flexible second component that can be amended during the second reading as necessary.

There was a public comment from the following individual:

Annemarie Joyce, 20 View St., Lantana, FL 33462, expressed concern regarding the hardship that the ordinance will impose on property owners of existing mobile homes within the community. She also expressed her appreciation for the conversation she had with Town Manager Raducci and Director Dritz regarding the ordinance.

Motion: Vice Mayor Pro Tem Mason made a motion to approve Ordinance No. O-07-2024 on first reading. Motion died for lack of a second.

Motion: Councilmember Moorhouse made a motion to disapprove Ordinance No. O-07-2024 on first reading. Councilmember Castle seconded. Motion was withdrawn after discussion.

Motion: Vice Mayor Pro Tem Mason made a motion to approve Ordinance No. O-07-2024 on first reading. Vice Mayor Zeitler seconded. Motion passed 3 to 2, Nays: Castle and Moorhouse.

b. Consideration of Resolution No. R-13-2024 in support of a Collaborative Process for Developing and Creating a Countywide Transportation Plan.

Mayor Lythgoe introduced the agenda item.

Town Attorney Lohman read the below resolution by title into the record:

RESOLUTION NO. R-13-2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Raducci provided an overview of the resolution and answered questions from the Councilmembers.

There were no public comments.

There was discussion from the Councilmembers.

Motion: Vice Mayor Pro Tem Mason made a motion to approve Resolution No. R-13-2024. Councilmember Castle seconded the motion. Motion passed 5-0.

7. QUASI-JUDICIAL HEARINGS:

a. Consideration of Special Exception request, pursuant to Section 23-96(d)6 of the Town of Lantana Code of Ordinances, to allow for a Service Station at the property located at 1500 W Lantana Rd in the C1 – Commercial Zoning District (Case #: SE24-0003). **Remarks: Companion Item 7b.**

Mayor Lythgoe introduced the agenda item and announced that it, along with item 7b, will be subject to quasi-judicial hearing procedures.

Town Attorney Lohman swore in seven (7) people for all quasi-judicial items (7a and 7b).

Each Councilmember disclosed they spoke with the Town Manager.

Clerk's Note: The disclosures above applied to agenda items 7a and 7b.

Nicole Dritz, Development Services Director, provided a concise overview of the Special Exception Request and staff's recommendation to deny it.

Dwayne Dickerson, Esq., an attorney from Dunay, Miskel & Backman, LLP, located at 14 SE 4th St., Ste 36, Boca Raton, FL 33462, presented a PowerPoint presentation on behalf of the Petitioner. The presentation detailed plans for redeveloping the property with a new RaceTrac convenience store and gas station, and modernizing the Wells Fargo parking area

with landscaping and pervious space. He provided a detailed overview of RaceTrac's community affairs and engagement program, highlighting their commitment to local event partnerships and Parkinson's Disease and other causes. Finally, Mr. Dickerson answered questions from the Councilmembers.

Kelly Harrington, LPC, Director of Asset Protection for RaceTrac, 200 Galleria Parkway, Atlanta, GA, provided an overview of the safety protocols.

John Donaldson, Traffic Engineer, 12773 Forest Hill Blvd., Wellington, FL, presented a detailed overview of the site plan addressing the proposed ingress and egress points, traffic flow, safety concerns, stacking, pick up and drop off times for the nearby school, and traffic impact based on recommendations from Palm Beach County. Mr. Donaldson also explained the plan to borrow Publix's traffic signal green time for balance and answered questions from the Councilmembers.

Chris Sands, property owner, 200 S. Biscayne Blvd. 7th Floor, Miami, FL, 33131, provided additional details regarding his redevelopment plans for the property. In response to a recent inquiry, he clarified that the Wells Fargo branch on the property is not utilized as an emergency staging area for the nearby elementary school.

Clerk's Note: The presentation above and comments made by the Town Council and applicants applied to items 7a and 7b.

The following individuals provided public comment:

George Chandler, 6867 Southpoint Dr. N., Jacksonville, FL 32216, voiced opposition to the project, citing concerns about the potential impact on the nearby elementary school and increased traffic and safety risks.

Rafael Barros, 5632 Mentmore Dr., West Palm Beach, FL, 3340, expressed concerns about the potential increase in traffic flow in the area.

There was discussion among the Councilmembers.

Sean Scheller, Police Chief, detailed the public safety concerns, particularly regarding the nearby public school, as identified by the Police Department.

Motion: Councilmember Moorhouse made a motion to disapprove SE24-0003. Councilmember Castle seconded the motion. Motion passed 5-0.

b. Consideration of a variance from Section 23-96(f) of the Town Code of Ordinances to allow a minimum zero (0) foot front setback, where a minimum 20-foot setback is required, and to allow for a minimum rear setback of five (5) feet where a minimum ten (10) foot setback is required, for the property located at 1500 W Lantana Rd (Case #: VAR24-0007). Remarks: Companion Item 7a.

Clerk's Note: As the previous item failed to pass, this item is moot, per the Town Attorney.

8. MISCELLANEOUS:

a. Consideration of awarding a contract for ground maintenance services to DEH Kingdom Management, Inc. in the amount of $175,195.

Mayor Lythgoe introduced the agenda item.

Director Crockett provided an overview of the agreement and scope of services.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Vice Mayor Pro Tem Mason made a motion to approve the contract with DEH Kingdom Management, Inc. for ground maintenance services in the amount of $175,195 and to authorize the Town Manager to execute the agreement and any amendments thereto. Councilmember Castle seconded the motion. Motion passed 5-0.

b. Consideration of approval of a Development Agreement and Utility Easement Agreement with GTY Auto Service, LLC (Getty), a Utility Work Agreement with FDOT, and CSA 2024-08 with Baxter & Woodman, Inc., all of which are related to the Town's Water Main, Lift Station, and Lift Station Control Panel.

Mayor Lythgoe introduced the agenda item.

Town Attorney Lohman explained the need for easement agreements to facilitate the project.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Councilmember Castle made a motion to approve the Development Agreement, the Utility Easement Agreement, the Utility Work Agreement, and CSA 2024-08, all as presented. Vice Mayor Pro Tem Mason seconded the motion. Motion passed 5-0.

c. Town Manager Review.

Mayor Lythgoe introduced the above agenda item.

Each Councilmember expressed their appreciation for Town Manager Raducci's diligent efforts, effective leadership, the advancements made by Town staff, successful grant applications, strong communication skills and approachability.

Chief Scheller praised the past two (2) years as the best of his 29-year tenure, highlighting open communication and a supportive work environment.

Development Services Director Dritz echoed Scheller's sentiments, noting significant progress and a supportive work environment.

Public Services Director Crockett recognized Town Manager Raducci for fostering a collaborative team atmosphere, his proactive leadership and a willingness to let staff learn from their mistakes.

There were no public comments.

Town Manager Raducci thanked the Councilmembers and spoke about how much he enjoys working for the Town and appreciates his staff and the Councilmembers' support.

Motion: Vice Mayor Pro Tem Mason made a motion to give the Town Manager a 5% increase for the current year. Councilmember Castle seconded. Motion passed 5-0.

9. PUBLIC COMMENTS:

Annemarie Joyce, 20 View St., Lantana, FL 33462, shared her positive experience as a volunteer reader for Read for the Record and encouraged more participation.

Catherine Skervin, 1307 Southwinds Dr., Lantana, FL, 33462, expressed her appreciation for the concern and well wishes extended by others. She also thanked the Town Manager for his dedicated service to the Town.

Rosemary Mouring, 1445 West Branch Street, Lantana, FL, 33462, a resident since 1972, commended Town Manager Raducci for his exceptional contributions, particularly regarding the Evergreen Cemetery and Maddock Park portable.

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

There were no comments from the Councilmembers.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 8:35 p.m.

_____

Mayor Karen Lythgoe

ATTEST:

_____

Kathleen Dominguez, CMC, Town Clerk

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Consideration of entering into a Grant Agreement with the State of Florida Department of Environmental Protection for FY 2024/25 funding in the amount of $150,000 with $112,500 (75%) coming from the State as a grant and $37,500 (25%) coming from the Town as our match for the Lantana Municipal Beach Improvements Project.

ISSUE/BACKGROUND:

On August 31, 2023, Town staff, in conjunction with our professional grant writer, submitted a grant application to the Florida Department of Environmental Protection (FDEP) for FY 2024/25 funding in the amount of $150,000 with $112,500 (75%) coming from the State as a grant and $37,500 (25%) coming from the Town as our match for the Lantana Municipal Beach Improvements Project. The proposed improvements include irrigation on the north side of the park, removal of outdated light poles, updating the parking lot drainage system, seawall re-coating, installation of turf/grass and salt tolerant vegetation and the removal of invasive plants from the dune. The Grant Agreement commences upon execution and terminates on June 30, 2027. The Town's match of $37,500 (25%) will come from previously scheduled and budgeted projects and improvements related to the Municipal Beach.

Staff recommends approval of the grant agreement which the Town Attorney has reviewed and approved for legal sufficiency.

ATTACHMENT(S):

1. P25104 - Agreement

SAMPLE MOTION:

I move to (accept) (reject) the Grant Award from the State of Florida Department of Environmental Protection for FY 2024/25 funding in the amount of $150,000 with $112,500 (75%) coming from the State as a grant and $37,500 (25%) coming from the Town as our match for the Lantana Municipal Beach Improvements Project and to authorize the Town Manager to execute the Grant Agreement and any other documents he deems necessary and prudent to administer this grant.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): Lantana Municipal Beach Improvements

Agreement Number: P5104

2. Parties **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Town of Lantana

Entity Type: Local Government

Grantee Address: 500 Greynolds Circle, Lantana, FL 33462

FEID: 59-6000359

(Grantee)

3. Agreement Begin Date: Upon execution

Date of Expiration: June 30, 2027

4. Project Number: P25104 *(If different from Agreement Number)*

Project Location(s): 100 N Ocean Blvd, Lantana, FL 33480

Project Description: New - parking. Ren - beach access, landscaping

5. Total Amount of Funding: $112,500.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	Line Item #1829, GAA, FY2024-2025	$ 112,500.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
■ Grantee Match		$ 37,500.00
	Total Amount of Funding + Grantee Match, if any:	$ 150,000.00

6. Department's Grant Manager

Name: **Jeremy Pe** or successor

Address: **3900 Commonwealth Blvd.**
Tallahassee, FL
32399-3000

Phone: 850-245-2732

Email: jeremy.pe@floridadep.gov

Grantee's Grant Manager

Name: **Vanessa Holloway** or successor

Address: **500 Greynolds Circle**
Lantana, FL
33462

Phone: 561-540-5000

Email: vholloway@lantana.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

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

Town of Lantana **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

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

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

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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

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

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

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

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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

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

25. Investing in America

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

a. Signage Requirements

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

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

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

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5104

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is Lantana Municipal Beach Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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

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

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

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50 percent match on the part of the Grantee. Therefore, the Grantee is responsible for providing $37,500.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2024, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

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

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Lantana Municipal Beach Improvements
Grantee Name: Town of Lantana
FRDAP Project # P25104

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located 100 N Ocean Blvd, Lantana, FL 33480 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There a match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$112,500**
Required Grantee Match Amount:	**$37,500**
Total Estimated Project Cost:	**$150,000**
Match Ratio:	**75:25**

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. **The Grantee may not proceed with development of the Project until Notice to Commence has been issued.**	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes a new – parking. Ren – beach access, landscaping. **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2027, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	$112,500.00	140002
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$112,500.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April: Due May 5th
- ☐ May through August: Due September 5th
- ☐ September through December: Due January 5th
- ☐ Final Status Report Date from Project Completion Certification: _____

LIAISON: _____ _____

Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____ Project Name and Number _____

Billing Period: _____ Billing #: _____

DEP Division: _____ DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____
Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____
Project Financial Officer **Date**

86127 - Emergency Repairs Invoice

Date	July 1, 2024
Customer/Owner	Town of Lantana
Address	510 W. Pine Street
City, State Zip	Lantana, Florida 33462
Attn:	Jerry L. Darr Utilities Assistant Director Town of Lantana
Project:	86127 - Emergency Repair of Aerial Crossing at E Ocean Avenue
Re:	Excavate & Install Repair Bands on 8" Watermain at Aerial Crossing - E Ocean Ave, Lantana.

The following page is a detailed breakdown estimate of crew hours, materials, and equipment provided in the emergency repair of the watermain aerial crossing along E Ocean Ave, Lantana. Johnson-Davis Inc crew mobilized on Friday, June 14, 2024 to complete the immediate repair work; and remobilized on Monday, June 24 to install the 8" cut-in Gate Valve.

DATE:	June 14 - June 28, 2024
TASK:	Excavate & Install Repair Bands on 8" Watermain at Aerial Crossing - E Ocean Ave, Lantana.

1	Labor	1	LS	$13,382.31	$13,382.31
2	Equipment	1	LS	$9,140.95	$9,140.95
3	Material	1	LS	$6,773.38	$6,773.38
4	Subcontractors	1	LS	$3,272.50	$3,272.50
				Total Amount of Invoice:	**$32,569.14**

Please review and forward to the responsible parties for authorization. As always, should there be any questions or if you require any additional information please do not hesitate to contact our office.

Sincerely,

Alexander Guisinger

Alexander Guisinger

Digitally signed by Alexander Guisinger
DN: C=US, E=aguisinger@johnsondavis.com, O=Johnson-Davis Inc., CN=Alexander Guisinger
Reason: I am approving this document
Date: 2024.07.03 12:22:27-04'00'

Project Manager

Johnson-Davis Inc.

Job Name: E Ocean Ave Emergency Aerial Crossing Repair **Date:** 6/14 - 6/28/2024
JD Job #: 86127
Description of Work: Excavate & Install Repair Bands on 8" Watermain at Aerial Crossing - E Ocean Ave, Lantana.

Labor

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Superintendent		8		$ 69.26	$ 103.89	$ 554.08
Foreman	Foreman	34.5		$ 48.19	$ 72.29	$ 1,662.67
Operator - Excavator	Oper-Exc	34.5		$ 27.64	$ 41.46	$ 953.47
Operator - Loader	Oper-Ldr	34.5		$ 23.98	$ 35.98	$ 827.44
Pipe Layer	PL	30.5		$ 26.03	$ 39.05	$ 794.03
Skilled Laborer	SL	34.5		$ 21.37	$ 32.05	$ 737.17
Skilled Laborer	SL	32		$ 21.37	$ 32.05	$ 683.75
Skilled Laborer	SL	32		$ 21.37	$ 32.05	$ 683.75
Truck Driver	D	26.5		$ 24.20	$ 36.30	$ 641.25
Support Crew Leader	CL	14		$ 25.76	$ 38.64	$ 360.60
					Labor Subtotal	$ 7,898.19
					Burden 0.442	$ 3,491.00
					Markup on Labor 17.5%	$ 1,993.11
					Labor Total	**$ 13,382.31**

Equipment

Description	Qty	Hours	Rate	Total
20-74 Komastu PC138-LC-11 Excavator	1	8.5	$ 112.45	$ 955.83
20-84 John Deere 50G	1	13	$ 62.87	$ 817.35
30-47 Komatsu WA200-7 Loader	1	13	$ 60.84	$ 790.92
35-66 Mini-Hoe Jubota KX121-3ST (30 HP Kubota)	1	8	$ 24.06	$ 192.48
Foreman Truck with Hand Tools	1	29.5	$ 46.09	$ 1,359.66
45-331 Tri-Axle Dump Truck	1	27	$ 105.69	$ 2,853.63
45-117 Tri-Axle Truck Tractor	1	2.5	$ 99.36	$ 248.40
45-279 Tandem Tractor	1	5.5	$ 102.05	$ 561.28
			Equipment Subtotal:	$ 7,779.53
			Markup on Equipment 17.5%	$ 1,361.42
			Equipment Total	**$ 9,140.95**

Material

Description	Qty	Unit	Rate	Total
MOT Rental & Setup	1	LSU	$ 950.00	$ 950.00
9.5 TLC - Hot Asphalt Mix	8.62	TON	$ 83.00	$ 715.46
8" TJ DIP PR350	20	LF	$ 38.00	$ 760.00
8" MJ LONG SLEEVE C153	2	EA	$ 200.00	$ 400.00
8" STAR GRIP MJ REST DIP 3000	6	EA	$ 60.00	$ 360.00
8" MJ REGULAR ACC LESS GLAND	6	EA	$ 27.00	$ 162.00
8" MJ GV O/L A2361-23 L/ACC	1	EA	$ 1,680.00	$ 1,680.00
57 ROCK YD - OCEAN DR	18	CY	$ 20.00	$ 360.00
			Material Subtotal:	$ 5,387.46
			Tax 7%	$ 377.12
			Markup on Material 17.5%	$ 1,008.80
			Material Total	**$ 6,773.38**

Subcontractor

Description	Qty	Unit	Rate	Total
8" AVT EZ Insertion Valve (Stand-By Time Only)	5	HRS	$ 200.00	$ 1,000.00
8" Insta Valve (OD 8.90 - 9.20) on DIP (Mobilization)	1	LSU	$ 1,750.00	$ 1,750.00
8" Insta Valve (OD 8.90 - 9.20) on DIP (Stand-By Time Only)	3	HRS	$ 75.00	$ 225.00
Soil Proctor & Density Testing (E Ocean Ave)	1	LSU	$ 111.00	$ 111.00
			Subcontractor Subtotal:	$ 2,975.00
			Markup on Subcontractors (up to $50,000.00) 10.0%	$ 297.50
			Markup on Subcontractors (after $50,000.00) 5.0%	
			Subcontractor Total	**$ 3,272.50**

Total: $ 32,569.14

Comments:

Invoice 06132024

Florida Flow Control

BILL TO
Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462

DATE	PLEASE PAY	DUE DATE
06/14/2024	**$1,975.00**	06/29/2024

DESCRIPTION	QTY	RATE	AMOUNT
Furnish & Install - 8" Insta Valve (OD 8.90 - 9.20) on DIP	0	9,450.00	0.00
*Cancelled while on-site (6/14/24)			
Mobilization	1	1,750.00	1,750.00
Stand-By Charge (Regular Time) (Minimum)	3	75.00	225.00

SUBTOTAL	1,975.00
TAX	0.00
TOTAL	1,975.00
TOTAL DUE	$1,975.00

THANK YOU.

3180 Fairlane Farms Road, Suite 1, Wellington, FL 33414
Phone (561) 793-3344 Fax (561) 333-5363
*24hr Emergency (561) 718-3336 or (561) 718-9455
www.floridaflowcontrol.com

INVOICE

Wettaps
3616 Asperwood Cir
Pompano Beach, FL 33073

allie.wettaps@gmail.com
+1 (954) 804-8784

WETTAPS
TAPPING SERVICE / LINE STOPS / INSERTION VALVES

LICENSE #CUC1225864
(954) 818-7832

Johnson Davis
Bill to
Johnson Davis
604 Hillbrath Drive
Lantana
FL
33462

Ship to
204 S Ocean Blvd
Lantana, FL, United States

Invoice details
Invoice no.: 1869
Invoice date: 06/14/2024
Due date: 06/14/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Standby Time**		5	$200.00	$1,000.00

Total **$1,000.00**

Overdue 06/14/2024

Ways to pay

Note to customer
Thank you for your business.

View invoice

VENDOR #_____
JOB #_____
APPROVED_____
DATE_____

C69

Alex ~~Herring~~

FORTILINE WATERWORKS
a MORSCO company

15850 Dallas Pkwy
Dallas, TX 75248
Payment Inquiries 704-788-9800

INVOICE

INVOICE NUMBER: 6554620
BILL OF LADING:
INVOICE DATE: 6/26/24
DUE DATE: 8/09/24

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:
FORTILINE RIVIERA BEACH
6759 WHITE DRIVE
RIVIERA BEACH, FL 33407
Telephone: 561-253-9886

SOLD TO

JOHNSON-DAVIS, INC.
604 HILLBRATH DR.
LANTANA, FL
33462

SHIP TO

JOHNSON-DAVIS, INC.
356 east ocean ave
LANTANA, FL 33462

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO		TERMS
019	6552398	6554620	Our Truck	212486		NET 45
PO NO	**JOB NAME**	**JOB NO**		**SLS**	**DUE DATE**	**SHIP DATE**
EAST OCEAN	SHOP	SHOP		JML	8/09/24	6/24/24

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
8T350	8" TJ DIP PR350 BID LINE # 05090	FT	20	20	0	38.0000	760.00
8MS	8" MJ LONG SLEEVE C153 BID LINE # 04330	EA	2	2	0	200.0000	400.00
8A236123	8" MJ GV O/L A2361-23 L/ACC BID LINE # 04590	EA	1	1	0	1680.0000	1,680.00
83000SG	8" STAR GRIP MJ REST DIP 3000 BID LINE # 04050	EA	6	6	0	60.0000	360.00
8RALG	8" MJ REGULAR ACC LESS GLAND BID LINE # 03880	EA	6	6	0	27.0000	162.00

VENDOR #
JOB # 86127
APPROVED
DATE



FORTILINE offers online payments and access to invoice copies for your convenience at http://Fortiline.Billtrust.com.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT http://FORTILINE.BILLTRUST.COM

Online Payments, View, and Download Invoices and Statements.

AMOUNT DUE	$3,362.00
TAX	$201.72
FREIGHT	$0.00
OTHER	$0.00
TOTAL DUE	$3,563.72

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit http://www.fortiline.com

TO VIEW AND PAY ONLINE:	Fortiline.com	USE THIS ENROLLMENT TOKEN:	ZRT RVQ RZL

FORTILINE WATERWORKS

SALES ORDER PICK TICKET

6554620 Reprint

6/24/24
13:18:58

REMIT TO:
FORTILINE RIVIERA BEACH
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE: 019
FORTILINE RIVIERA BEACH
6759 WHITE DRIVE
RIVIERA BEACH, FL 33407

Phone #561 253 9886

PAYMENT: CHARGE

SOLD TO: 212486
JOHNSON-DAVIS, INC.
604 HILLBRATH DR.
LANTANA, FL 33462

Bid #: 6430727 C/O#: 6552398

SHIP TO:
JOHNSON-DAVIS, INC.
356 east ocean ave
LANTANA, FL 33462

Promised Date: 06/24/24

SPECIAL INSTRUCTIONS:
FROM BID# 6430727 FROM C/O 6552398
ORDERED BY:ALEX

CUSTOMER PO	JOB NAME	JOB #	CSR	SLS	ORDER DATE	SHIPPING METHOD
EAST OCEAN	SHOP	SHOP	SRL	JML	6/24/24	OUR TRUCK

LINE	ITEM/DESCRIPTION		UOM	ORDER	SHIPPED	B/O	UNIT PRICE	DISCOUNT	NET PRICE
001	8T350 Y10	8" TJ DIP PR350	FT	20	20	0			20
								WEIGHT:	.0
002	8MS Y7 A	8" MJ LONG SLEEVE C153	EA	2	2	0			2
								WEIGHT:	.0
003	8A236123 Y11	8" MJ GV O/L A2361-23 L/ACC	EA	1	1	0			1
								WEIGHT:	.0
004	83000SG W8 A 1	8" STAR GRIP MJ REST DIP 3000 / W8 A 4	EA	6	6	0			6
								WEIGHT:	.0
005	8RALG W4 D 1	8" MJ REGULAR ACC LESS GLAND	EA	6	6	0			6
								WEIGHT:	.0

92191
Village Blvd

NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY
		OUR TRUCK	6/24/2024	MR.	MR.

PACKED BY	CHECKED BY	RECEIVED BY	DATE RECEIVED
MR.	MR.		6/24/2024

MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION.
Any shortages or descrepancies concerning this order must be reported within 24 hours.

DELIVERED BY

Customer Copy

Alex

Ranger Construction
1645 North Congress Avenue
West Palm Beach, FL 33409
(561) 793-9400

INVOICE

DATE	INVOICE NUMBER	PAGE
6/20/2024	1992699	1

PLANT: West Palm Asphalt Plant

10015
Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana FL 33462

RECEIVED JUN 24 2024

sstephani@johnsondavis.com,asphaltbilling@rangerconstruction.com

JOB NUMBER	JOB NAME	CUSTOMER PO
10015A	E OCEAN AVE LANTANA	

DATE	TICKET	PRODUCT	QUANTITY	UNIT of MEASURE	UNIT PRICE	TOTAL AMOUNT
6/20/2024	447717	9.5 C 40	4.09	TN	83.0000	339.47

QTY TOTAL	4.09
TAX	20.37
SURTAX	3.39
TOTAL	363.23

VENDOR #_____
JOB #86127
APPROVED_____
DATE_____

RANGER CONSTRUCTION INDUSTRIES, INC.
1645 N. Congress Avenue
West Palm Beach, FL 33409
Telephone (561) 793-9400

PLANT SALES TICKET

HOT MIX ASPHALT

THIS PETROLEUM BASED PRODUCT CONTAINS A SMALL AMOUNT OF POLYAROMATIC HYDROCARBONS.

HEALTH HAZARD: CONTACT WITH HOT MATERIAL WILL CAUSE THERMAL BURNS, EXPOSURE TO ASPHALT FUMES INCREASES SENSITIVITY TO SUNBURN.

FIRST AID PROCEDURES:

SKIN: COOL HOT MATERIAL WITH ICE OR COLD WATER. DO NOT REMOVE ASPHALT IMMEDIATELY. COVER WITH PETROLEUM JELLY AND REMOVE WHEN SOFTENED. SEEK MEDICAL ATTENTION.

EYES: FLUSH WITH RUNNING WATER FOR AT LEAST 15 MINUTES. SEEK MEDICAL ATTENTION.

RANGER CONSTRUCTION INDUSTRIES, INC.

CUSTOMER: 10015
Johnson-Davis
604 Hillbrath Drive
Lantana, Fl. 33462

TICKET: 447717
6/20/2024 10:13:23 AM
Q.A. NUMBER:
D.O.T. NUMBER:
JOB PO: 86127.001

CONDITIONS OF SALE ON REVERSE SIDE

JOB NUMBER: 10015A
PHASE NUMBER: 3
TRUCK NUMBER: JD 45-331
HAULER NUMBER: 03

JOB NAME: E OCEAN AVE LANTANA
AERIAL WATERMAIN REPAIR

DELIVERED TODAY: 4.09 Tons

LOADS 1

TEMPERATURE	
PLANT	ROAD
17-156	11A

PRODUCT 9.5 C 40
Mix: 9.5 C 40 SP

DELIVERED Y-T-D: 21.39 Tons

Plant: 606 95th Ave. N.	GROSS	35520 Lbs	17.76 Tons
Plant: Royal Palm Beach, FL	TARE	27340 Lbs	13.67 Tons
Plant: FDOT # A-0641	NET	8180 Lbs	4.09 Tons

Additional Job/Project Information:

DRIVER:
FOB:
WEIGHMASTER:

RECEIVED BY: _____

RANGER OFFICE

Ranger Construction
1645 North Congress Avenue
West Palm Beach, FL 33409
(561) 793-9400

INVOICE

DATE	INVOICE NUMBER	PAGE
6/25/2024	1994068	1

PLANT: West Palm Asphalt Plant

10015
Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana FL 33462

sstephani@johnsondavis.com,asphaltbilling@rangerconstruction.com

JOB NUMBER	JOB NAME	CUSTOMER PO
10015A	E OCEAN AVE LANTANA	

DATE	TICKET	PRODUCT	QUANTITY	UNIT of MEASURE	UNIT PRICE	TOTAL AMOUNT
6/25/2024	448059	9.5 C 40	4.53	TN	83.0000	375.99

QTY TOTAL	4.53
TAX	22.56
SURTAX	3.76
TOTAL	402.31

VENDOR #
JOB #
APPROVED
DATE

RANGER CONSTRUCTION INDUSTRIES, INC.
1645 N. Congress Avenue
West Palm Beach, FL 33409
Telephone (561) 793-9400

PLANT SALES TICKET

HOT MIX ASPHALT

THIS PETROLEUM BASED PRODUCT CONTAINS A SMALL AMOUNT OF POLYAROMATIC HYDROCARBONS.

HEALTH HAZARD: CONTACT WITH HOT MATERIAL WILL CAUSE THERMAL BURNS, EXPOSURE TO ASPHALT FUMES INCREASES SENSITIVITY TO SUNBURN.

FIRST AID PROCEDURES:

SKIN: COOL HOT MATERIAL WITH ICE OR COLD WATER. DO NOT REMOVE ASPHALT IMMEDIATELY. COVER WITH PETROLEUM JELLY AND REMOVE WHEN SOFTENED. SEEK MEDICAL ATTENTION.

EYES: FLUSH WITH RUNNING WATER FOR AT LEAST 15 MINUTES. SEEK MEDICAL ATTENTION.

RANGER CONSTRUCTION INDUSTRIES, INC.

CUSTOMER: 10015
Johnson-Davis
604 Hillbrath Drive
Lantana, Fl. 33462

TICKET: 448059
6/25/2024 11:31:18 AM
Q.A. NUMBER:
D.O.T. NUMBER:
JOB PO: 86127.001

CONDITIONS OF SALE ON REVERSE SIDE

JOB NUMBER: 10015A
PHASE NUMBER: 3
TRUCK NUMBER: JD TRUCK #45-375
HAULER NUMBER: 03

JOB NAME: E OCEAN AVE LANTANA
AERIAL WATERMAIN REPAIR

LOADS 1

DELIVERED TODAY: 4.53 Tons

PRODUCT 9.5 C 40
Mix: 9.5 C 40 SP

TEMPERATURE	
PLANT	ROAD
17-156	11A

DELIVERED Y-T-D: 25.92 Tons

Plant: 606 95th Ave. N.	GROSS	36600 Lbs	18.30 Tons
Plant: Royal Palm Beach, FL	TARE	27540 Lbs	13.77 Tons
Plant: FDOT # A-0641	NET	9060 Lbs	4.53 Tons

DRIVER:
FOB:
WEIGHMASTER:

Additional Job/Project Information:

RECEIVED BY: _____

RANGER OFFICE

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8c

PREPARED BY: Eddie Crockett, Public Services Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Consideration of the ratification of an emergency expenditure with Hinterland Group, Inc. for the repair of the broken water main at the 1300 block of W. Drew St. in the amount of $87,804.45.

ISSUE/BACKGROUND:

On September 21, 2024, the water main at the 1300 block on the south side of W. Drew St. ruptured resulting in a major interruption in water service and necessitating an emergency repair. Due to the size and location of the break, the Town lacked the staff and expertise to accomplish the repair. Therefore, pursuant to Section 7.5-30 from the Town Code, the Town Manager declared acquisition of the necessary repair services to constitute an "emergency purchase." Accordingly, staff obtained a contractor to make the necessary repairs, which included the installation of several line stops to isolate the water main break since the existing valves malfunctioned. The emergency water main repair includes costs associated with replacing a section of the pipe with clamps, use of a vacuum truck, asphalt repair and sod installation ($87,804.45).

Section 7.5-30 of the Town Code of Ordinances allows for emergency purchases when the purchase will limit imminent danger to life, safety, health and/or property, however Town Council approval or ratification is required when the amount of the emergency purchase exceeds $15,000.

Staff is requesting ratification of the emergency expenditures referenced above in the amount of $87,804.45. Any related costs that result in an unfavorable impact to the FY 2024/25 Annual Budget (i.e., use of reserves) will be addressed in a future budget amendment, if necessary.

ATTACHMENT(S):

1. W. Drew St Repair Invoice.pdf

SAMPLE MOTION:

I move to (ratify) (reject) the Town Manager's emergency expenditure of $87,804.45 with Hinterland Group, Inc. for the emergency water main repair at the 1300 block of W. Drew St. and to acknowledge that should the subject expenditure negatively impacts the FY 2024/25 budget (i.e., use of reserves) that said impact will be addressed in a future budget amendment, as necessary.

2051 W Blue Heron Blvd
Riviera Beach, FL 33404
accounting@hinterlandgroup.com

Invoice

Date	Invoice #
9/30/2024	20-0016-17

Project# 20-0016-17
Project Name: Unscheduled Repair - Drew St Water Main

Bill To
Town of Lantana

Customer ID	Contact	Purchase Order	Customer Job#	Due Date
Lantana	Jerry Darr			10/30/2024

Item#	Description	Qty	Unit	Rate	Amount
	Mobilization for Unscheduled/Urgent Work	1	LS	$ 7,500.00	$ 7,500.00
	Superintendent	22	HR	$ 125.00	$ 2,750.00
	Crew Rate	30	HR	$ 750.00	$ 22,500.00
	Vaccum Truck	22	HR	$ 525.00	$ 11,550.00
	Line Stops - QTY 2 - 8" AC Main	1	LS	$ 32,134.45	$ 32,134.45
	Excavator	22	HR	$ 85.00	$ 1,870.00
	PVC Pipe	1	LS	$ 1,200.00	$ 1,200.00
	Dump Truck	8	HR	$ 225.00	$ 1,800.00
	Asphalt Restoration	1	LS	$ 3,400.00	$ 3,400.00
	Sod	1	LS	$ 1,600.00	$ 1,600.00
	Demobilization	1	LS	$ 1,500.00	$ 1,500.00
				Amount Billed	87,804.45
				TOTAL	**$ 87,804.45**

Remit To: Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8d

PREPARED BY: Eddie Crockett, Public Services Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Consideration of the ratification of an emergency expenditure with Johnson-Davis Inc. for the repair of the broken water main and to replace a leaking water main valve on E. Ocean Ave. near the intersection of S. Lake Dr. in the amount of $92,233.46.

ISSUE/BACKGROUND:

On October 3, 2024, staff discovered a significant leak in the water main near the center line of E. Ocean Ave. and the intersection of S. Lake Dr., which threatened the water supply to Hypoluxo Island. Additionally, an unrelated 4" water valve at the same intersection was leaking and required excavating for repairs. Due to the nature of leak, the Town lacked the staff and expertise to accomplish the repair. Therefore, pursuant to Section 7.5-30 of the Town Code, the Town Manager declared acquisition of the necessary repair services to constitute an "emergency purchase." Accordingly, staff obtained a contractor to make the necessary repairs, which included the installation of line stops to maintain water supply during the repairs, installation of water shut off valves, asphalt repair and replacement, dewatering operations and traffic control ($92,233.46).

Section 7.5-30 of the Town Code of Ordinances allows for emergency purchases when the purchase will limit imminent danger to life, safety, health and/or property, however Town Council approval or ratification is required when the amount of the emergency purchase exceeds $15,000. Staff is requesting ratification of the emergency expenditures referenced above in the amount of $92,233.46. Any related costs that result in an unfavorable impact to the FY 2024/25 Annual Budget (i.e., use of reserves) will be addressed in a future budget amendment, if necessary.

ATTACHMENT(S):

1. Water Main Repair and Water Line Valve Replacment Support.pdf

SAMPLE MOTION:

I move to (ratify) (reject) the Town Manager's emergency expenditure of $92,233.46 with Johnson-Davis Inc. to repair the broken water main and replace the leaking water main valve on E. Ocean Ave. near the intersection of S. Lake Dr. and to acknowledge that should the subject expenditure negatively impact to the FY 2024/25 Budget (i.e., use of reserves) that said impact will be addressed in a future budget amendment, as necessary.

JOHNSON-DAVIS INC.
"Construct with Confidence"

October 30, 2024

Town of Lantana
510 W. Pine Street
Lantana, FL 33462

Attn: Mr. Jerry Darr

jdarr@lantana.org

Re: **E Ocean Ave & Lake Dr Watermain Repair** Invoice No.: **J-D 86135-01F**

Original work performed as per attached.

DATE: 10/4/2024; 10/7 - 10/8/2024; 10/11/2024; 10/13 - 10/16/2024
TASK: Repair Watermain in two locations; provided full-depth roadway restoration.

1	1 LS	$30,541.89
2	1 LS	$10,752.65
3	1 LS	$ 5,927.24
4	1 LS	$45,011.68

Total Amount of Invoice: $92,233.46

Total Due J-D 86135-01F : $92,233.46

Thank you.

Enc

INVOICE 86135

Date	October 29, 2024
Customer/Owner	Town of Lantana
Address	510 W. Pine Street
City, State Zip	Lantana, Florida 33462
Attn:	Jerry L. Darr Utilities Assistant Director Town of Lantana
Project:	86135 - E Ocean Ave & Lake Dr Watermain Repair
Re:	Repair Watermain in two locations; provided full-depth roadway restoration.

The following page is a detailed breakdown of the crew hours, materials, equipment, and subcontractors provided in the repair efforts of the watermain at intersection of E Ocean Ave & Lake Dr, Lantana (nearest Old Key Lime House Restaurant). Efforts took place between dates Friday, October 4 - Wednesday, October 16, 2024. Watermain utility work and full depth roadway restorations were completed.

DATE:	10/4/2024; 10/7 - 10/8/2024; 10/11/2024; 10/13 - 10/16/2024
TASK:	Repair Watermain in two locations; provided full-depth roadway restoration.

1	Labor	1	LS	$30,541.89	$30,541.89
2	Equipment	1	LS	$10,752.65	$10,752.65
3	Material	1	LS	$5,927.24	$5,927.24
4	Subcontractors	1	LS	$45,011.68	$45,011.68
				Total Amount of Invoice:	**$92,233.46**

Please review and forward to the responsible parties for authorization. As always, should there be any questions or if you require any additional information please do not hestitate to contact our office.

Sincerely,

Alexander Geisinger

Project Manager

Johnson-Davis Inc.

Job Name: E Ocean Ave & Lake Dr - Watermain Repair **Date:** 10/4 - 10/16/2024
JD Job #: 86135
Description of Work: Repair Watermain in two locations; provided full-depth roadway restoration.

Labor

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Ceance, Chescal	Foreman	54		$ 53.10	$ 79.65	$ 2,867.40
Operator - Excavator	Oper-Exc	56		$ 27.64	$ 41.46	$ 1,547.65
Operator - Loader	Oper-Ldr	57		$ 23.98	$ 35.98	$ 1,367.07
Pipe Layer	PL	56		$ 26.03	$ 39.05	$ 1,457.89
Skilled Laborer	SL	56		$ 21.37	$ 32.05	$ 1,196.56
Skilled Laborer	SL	56		$ 21.37	$ 32.05	$ 1,196.56
Skilled Laborer	SL	56		$ 21.37	$ 32.05	$ 1,196.56
Skilled Laborer	SL	56		$ 21.37	$ 32.05	$ 1,196.56
Superintendent	SUP	60		$ 88.02	$ 132.03	$ 5,281.20
Support Crew Leader	CL	6		$ 25.76	$ 38.64	$ 154.54
Support Crew Skilled Labor	SL	6		$ 19.63	$ 29.44	$ 117.75
Foreman	Foreman	3		$ 48.19	$ 72.29	$ 144.58
Skilled Laborer	SL	11		$ 21.37	$ 32.05	$ 235.04
Truck Driver	D	11		$ 24.20	$ 36.30	$ 266.18
					Labor Subtotal	$ 18,225.55
					Burden 0.442	$ 7,767.55
					Markup on Labor 17.5%	$ 4,548.79
					Labor Total	**$ 30,541.89**

Equipment

Description	Qty	Hours	Rate	Total
Superintendent Vehicle	1	60	$ 45.86	$ 2,751.60
Foreman Truck with Hand Tools	1	46	$ 46.09	$ 2,120.14
Support Crew Truck with Hand Tools	1	6	$ 34.00	$ 204.00
35-66 Mini-Hoe Jubota KX121-3ST (30 HP Kubota)	1	22	$ 24.06	$ 529.32
45-164 Tri-Axle Dump Truck - Steel Body	1	10	$ 115.71	$ 1,157.10
30-45 Komatsu WA320-7 Loader	1	16	$ 71.52	$ 1,144.32
Walking Saw	1	6	$ 8.53	$ 51.18
Tamper	1	6	$ 6.37	$ 38.22
45-331 Tri-Axle Dump Truck	1	9	$ 105.69	$ 951.21
45-279 Tandem Tractor	1	2	$ 102.05	$ 204.10
			Equipment Subtotal:	$ 9,151.19
			Markup on Equipment 17.5%	$ 1,601.46
			Equipment Total	**$ 10,752.65**

Material

Description	Qty	Unit	Rate	Total
8" TJ DIP PR 350	20	LF	$ 37.00	$ 740.00
8" MJ LONG SLEEVE C153	2	EA	$ 200.00	$ 400.00
8" STAR GRIP MJ REST DIP 3000	4	EA	$ 51.00	$ 204.00
8" MJ REGULAR ACC LESS GLAND	4	EA	$ 25.00	$ 100.00
4" TJ DIP PR 350	20	LF	$ 40.00	$ 800.00
4" MJ LONG SLEEVE C153	4	EA	$ 70.00	$ 280.00
4" STAR GRIP MJ REST DIP 3000	4	EA	$ 30.00	$ 120.00
4" MJ REGULAR ACC LESS GLAND	4	EA	$ 21.00	$ 84.00
461S SCREW VB DOM LESS LID	3	EA	$ 130.00	$ 390.00
5-1/4 VB LID M/WATER DOMESTIC	3	EA	$ 48.00	$ 144.00
SAKRETE 60 lb. Black All Weather Blacktop Patch	10	EA	$ 19.87	$ 198.70
Ranger Asphalt - 9.5 TLC Mix	9.25	TON	$ 83.00	$ 767.75
Road Base - Crushed Concrete	27	CY	$ 18.00	$ 486.00
			Material Subtotal:	$ 4,714.45
			Tax 7%	$ 330.01
			Markup on Material 17.5%	$ 882.78
			Material Total	**$ 5,927.24**

Subcontractor

Description	Qty	Unit	Rate	Total
Rangeline Group - 8" Linestop	1	LSU	$ 9,555.00	$ 9,555.00
Wettaps - 8" Insertion Valve	1	LSU	$ 9,500.00	$ 9,500.00
Wettaps - 4" Insertion Valve	1	LSU	$ 8,000.00	$ 8,000.00
Atlantic Pipe Services - Vactor	1	LSU	$ 1,180.00	$ 1,180.00
Shenandoah General Construction - Vactor	1	LSU	$ 9,140.00	$ 9,140.00
PeopleReady Laborers (Flagmen 10/4/2024)	1	LSU	$ 396.72	$ 396.72
ACME - Maintenance of Traffic Equipment	1	LSU	$ 468.87	$ 468.87
Steffen & Sons Striping - Temporary Striping	1	LSU	$ 900.00	$ 900.00
			Subcontractor Subtotal:	$ 39,140.59
			Markup on Subcontractors (up to $50,000.00) 15.0%	$ 5,871.09
			Subcontractor Total	**$ 45,011.68**
			Total:	**$ 92,233.46**

Comments:

Work completed 10/4/2024; 10/7 - 10/8/2024; 10/11/2024; 10/13 - 10/16/2024 - for the Town of Lantana. Installed 2/EA insertion valves, 1/EA linestop fitting, and removed broken 4" gate valve and replaced with 4" DIP & sleeves. Removed 8x4 MJ Tee and replaced with 8" DIP and sleeves. Plugged existing & disconnected 4" WM heading North on N Lake Dr. Full road restoration after work was completed.

QUOTE

FORTILINE WATERWORKS

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
212486	FORTILINE RIVIERA BEACH	6554803	10/04/24	1

CUSTOMER

JOHNSON-DAVIS, INC.
604 HILLBRATH DR.
LANTANA, FL 33462

PROJECT INFORMATION

JOB 86135.002/ E OCEAN AVE & S LAKE

LINE	QTY	UOM	DESCRIPTION		UNIT PRICE	TOTAL PRICE
10	40	FT	8" TJ DIP	PR350	37.0000	1,480.00
~~20~~	~~2~~	~~EA~~	~~8" MACRO CPLG 8.60-9.75~~		~~460.0000~~	~~920.00~~
			W/NBR GSKT, SS NUTS & BOLTS			
30	4	EA	8" MJ LONG SLEEVE	C153	200.0000	800.00
~~40~~	~~1~~	~~EA~~	~~8" MJ TEE~~	~~C153~~	~~287.0000~~	~~287.00~~
~~50~~	~~1~~	~~EA~~	~~8" MJ 45~~	~~C153~~	~~164.0000~~	~~164.00~~
60	13	EA	8" STAR GRIP MJ REST DIP	3000	51.0000	663.00
70	13	EA	8" MJ REGULAR ACC LESS GLAND		25.0000	325.00
80	1	EA	4" MJ GV O/L A2361-23 L/ACC		800.0000	800.00
90	20	FT	4" TJ DIP	PR350	40.0000	800.00
100	2	EA	4" MJ LONG SLEEVE	C153	70.0000	140.00
110	6	EA	4" STAR GRIP MJ REST DIP	3000	30.0000	180.00
120	6	EA	4" MJ REGULAR ACC LESS GLAND		21.0000	126.00
130	5	EA	461S SCREW VB DOM LESS LID		130.0000	650.00
140	5	EA	5-1/4 VB LID M/WATER DOMESTIC		48.0000	240.00

~~Subtotal:~~	~~**7,575.00**~~
~~Tax:~~	~~**504.49**~~
~~Bid Total:~~	~~**8,079.49**~~

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By DHG 10/04/24 13:45:28

BIDCNEW

F.a. - Ocean Ave & S Lake Drive
86135

How doers get more done.

7233 Seacrest Blvd LANTANA, FL 33462
ST MGR SEGUNDO MARTINEZ 561-764-2100

3118 00097 29401 10/07/24 02:01 PM
SALE CASHIER

KEYTAG# 68554068

ORDER ID: H3118-340899
RECALL AMOUNT 119.22

SUBTOTAL	119.22
SALES TAX	8.35
TOTAL	$127.57

XXXXXXXXXXXX0955 HOME DEPOT
USD$ 127.57
AUTH CODE 007643/6974165 TA
Chip Read
AID A0000000049999D8400303 THD PLCC CO
N

PRO XTRA MEMBER STATEMENT

KEYTAG# 68554068
PRO XTRA ###-###-1170 SUMMARY
THIS RECEIPT PO/JOB NAME: 100724

2024 PRO XTRA SPEND 10/06: $0.00

As of 10/07/2024 your Paint Rewards level is Member; Spend 1000.00 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

3118 97 29401 10/07/2024 7361

This is Chesals Pers Card
Per ES d SS
10/8/24

C. Ceance

East Ocean Ave

Customer Receipt #86135

10/07/2024, 2:00 PM EDT

Sales Person RSF527 **Store Phone #** (561) 764-2100

Store # 3118 **Location** 7233 SEACREST BLVD, LANTANA, FL 33462

Customer Information

johnson davis
(561) 588-1170
RLIMA@JOHNSONDAVIS.COM

JOHNSON DAVIS
604 HILLBRATH DRIVE
LANTANA, FL 33462

Order # H3118-340899
Receipt # 3118 00097 29401
PO / Job Name 100724

Carryout

Runner Name
null null

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 SAKRETE 60 lb. Black All Weather Blacktop Patch	N/A	428632	$19.87 / each	6	$119.22

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2024
Member Statement (as of 10/06)

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Pro Xtra Spend $119.22
Pro Xtra Savings $0.00

Payment Method

The Home Depot 0955

Charged $127.57

Subtotal	$119.22
Discounts	-$0.00
Sales Tax	$8.35
Order Total	$127.57
Balance Due	$0.00

C. Ceance

Johnson-Davis, Inc. - Business Expense Report

Name: | Date of Submittal: | Date(s) of Expense- From: To:

Date	Location & Job #	Meals	Hotels	Fuel	Tolls	Parking	Phone	Ice	Misc.	Description
10/7/24	East Ocean Ave # 86135								127.57	60 lbs sakrete Black Top
10/7/24	East Ocean # 86135								85.04	60 lbs sakrete Black Top
Totals									$212.61	Total Due Employee 212.61

Employee's Signature: Chescal Cook

Ranger Construction
1645 North Congress Avenue
West Palm Beach, FL 33409
(561) 793-9400

RECEIVED OCT 2 1 2024

INVOICE

DATE	INVOICE NUMBER	PAGE
10/16/2024	2020629	1

PLANT: West Palm Asphalt Plant

10015
Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana FL 33462

sstephani@johnsondavis.com,asphaltbilling@rangerconstruction.com

JOB NUMBER	JOB NAME	CUSTOMER PO
10015E	E OCEAN AVE AND LAKE DR	

DATE	TICKET	PRODUCT	QUANTITY	UNIT of MEASURE	UNIT PRICE	TOTAL AMOUNT
10/16/2024	455984	9.5 TLC 30	9.25	TN	83.0000	767.75

QTY TOTAL	9.25
TAX	46.07
SURTAX	7.68
TOTAL	821.50

86135

RANGER CONSTRUCTION
1645 N. Congress Avenue
West Palm Beach, FL 33409
Telephone (561) 793-9400

PLANT SALES TICKET

HOT MIX ASPHALT

THIS PETROLEUM BASED PRODUCT CONTAINS A SMALL AMOUNT OF POLYAROMATIC HYDROCARBONS.

HEALTH HAZARD: CONTACT WITH HOT MATERIAL WILL CAUSE THERMAL BURNS. EXPOSURE TO ASPHALT FUMES INCREASES SENSITIVITY TO SUNBURN.

FIRST AID PROCEDURES:

SKIN: COOL HOT MATERIAL WITH ICE OR COLD WATER. DO NOT REMOVE ASPHALT IMMEDIATELY. COVER WITH PETROLEUM JELLY AND REMOVE WHEN SOFTENED. SEEK MEDICAL ATTENTION.

EYES: FLUSH WITH RUNNING WATER FOR AT LEAST 15 MINUTES. SEEK MEDICAL ATTENTION.

RANGER CONSTRUCTION

CUSTOMER: 10015
Johnson-Davis
604 Hillbrath Drive
Lantana, Fl. 33462

TICKET: 455984
10/16/2024 10:45:56 AM
Q.A. NUMBER:
D.O.T. NUMBER:
JOB PO: 86135.001

CONDITIONS OF SALE ON REVERSE SIDE

JOB NUMBER: 10015E
PHASE NUMBER: 1
TRUCK NUMBER: JD
HAULER NUMBER: 03

JOB NAME: E OCEAN AVE AND LAKE DR
WM REPAIR

LOADS 1

DELIVERED TODAY: 9.25 Tons

TEMPERATURE	
PLANT	ROAD
SP 21-20004A	

PRODUCT 9.5 TLC 30
Mix: 9.5 TLC 30

DELIVERED Y-T-D: 68.51 Tons

Plant: 606 95th Ave. N.	GROSS	45860 Lbs	22.93 Tons
Plant: Royal Palm Beach, FL	TARE	27360 Lbs	13.68 Tons
Plant: FDOT # A-0641	NET	18500 Lbs	9.25 Tons

DRIVER:
FOB:
WEIGHMASTER:

Additional Job/Project Information:

RECEIVED BY: _____

RANGER OFFICE

Invoice

INVOICE DATE	INVOICE #
10/15/2024	FL24-498-1

Rangeline Tapping Services, Inc.
PO Box 210155
Royal Palm Beach, FL 33421
Phone: (800) 346-5971

Bill To	Jobsite Location
Johnson Davis, Inc. 604 Hillbrath Dr. Lantana, FL 33462	300 E Ocean Ave Lantana, FL 33462

P.O. NO.	TERMS	DUE DATE	Sales Rep	JOB NAME	Onsite Contact
86135.01	Net 30	11/14/2024	MX	FL24-498 E Ocean Ave and N Lake Dr	Mike Vossen 561-946-8682)

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
	Dates of Service 10/13, 10/14 & 10/15/24		
1.00	8" Single Linestop CIP WM	7,780.00	7,780.00
1.00	Mobilization Fee	650.00	650.00
1.50	Stand-By Fee at $375.00 x 2 Technicians	750.00	1,125.00
	Quote RTS24-1927MX		

E-mail	Web Site
invoice@rangeline.com	www.rangeline.com

Total	$9,555.00
Payments/Credits	$0.00
Balance Due	$9,555.00

INVOICE

Wettaps
3616 Asperwood Cir
Pompano Beach, FL 33073

allie.wettaps@gmail.com
+1 (954) 804-8784

WETTAPS
TAPPING SERVICE / LINE STOPS / INSERTION VALVES
LICENSE #CUC1225864
(954) 818-7832

Johnson Davis

Bill to
604 Hillbrath Drive
Lantana
FL
33462

Ship to
300 E Ocean Ave, Lantana, FL 33462

Invoice details
Invoice no.: 2031
Terms: Due on receipt
Invoice date: 10/14/2024
Due date: 10/14/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**4” AVT EZ Insertion Valve**	including material and installation	1	$7,250.00	$7,250.00
2.		**8” AVT EZ Insertion Valve**	including material and installation	1	$8,750.00	$8,750.00
3.		**Emergency Work**		1	$1,000.00	$1,000.00
4.		**AVT Line Stops / AVT Insertion Valves**	AVT Line Stops / AVT Insertion Valves 1. 50% deposit is required prior to ordering materials. 2. Customer is responsible for all Permits, Excavation, Restoration and an OSHA SAFE work space. OSHA fines will be billed to you as part of the work completed. 3. We will require 1 person from your company to help with the installation if needed. 4. Customer is responsible for pipe make and OD mistakes. 5. Customer is responsible for securing pipes prior to installation. 6. Wettaps, Inc. is not responsible for any pipe or valve defect or anything beyond our control. 7. Final payment is due upon Invoice. Payments received after 30 days will result in an additional 3% late fee per month starting 30 days from the invoice. 8. Valves must be removed within 3 business		$0.00	$0.00

days or there will be a $ 100.00 per day service charge.

Ways to pay



Pay invoice

Total	**$17,000.00**
Overdue	10/14/2024

INVOICE

Wettaps
3616 Asperwood Cir
Pompano Beach, FL 33073

allie.wettaps@gmail.com
+1 (954) 804-8784

WETTAPS
TAPPING SERVICE / LINE STOPS / INSERTION VALVES
LICENSE #CUC1225864
(954) 818-7832

Johnson Davis

Bill to
604 Hillbrath Drive
Lantana
FL
33462

Ship to
300 S Dixie Hwy Lantana, FL 33462 United States

Invoice details
Invoice no.: 2032
Terms: Due on receipt
Invoice date: 10/13/2024
Due date: 10/13/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Night Work Cancellation**		1	$500.00	$500.00

Ways to pay

Apple Pay VISA Mastercard Discover American Express BANK PayPal venmo

View and pay

Total **$500.00**

Overdue 10/13/2024

Atlantic Pipe Services
1420 Martin Luther King Jr Blvd
Sanford, FL 32771

INVOICE

Bill To: JOHNSON-DAVIS, INC
604 Hillbrath Drive
Lantana, FL 33462

Service Location: Ocean Ave Hydro
300 E Ocean Ave
Lantana, FL

WO#	Quote ID	Service Site	PO	Invoice #	Invoice Date	Due Date	Terms
2811	5167	242267		18073	10/13/24	11/12/24	Net 30

Description	Quantity	Unit Price	UM	Total
Hydroexcavation - (4 HR Min)	4.00	295.00	HRS	1,180.00

Work Description:
Work Dates - 10/13

Subtotal	1,180.00
Tax	0.00
Less Retainage	0.00
Total Due	1,180.00

Make all checks payable to Atlantic Pipe Services, LLC or you may pay by Credit Card. We accept all major credit cards (some fees may apply). If you have any questions concerning this invoice, contact Accounts Receivable at (407)792-1360 X 304 or AR@atlanticpipe.us

SHENANDOAH
Pipe Inspection & Restoration
1888 NW 22nd Street
Pompano Beach, FL 33069
(954) 975-0098 • Fax (954) 975-9718
www.shenandoahus.com

Invoice #: 102377

Invoice Date: 10-04-2024
Customer ID: 10005
Purchase Order: 86135

Johnson Davis
604 Hillbrath Drive
Lantana, FL 33462

Job Location:

1-36814, hydro-vac
300 East Ocean Ave
Lantana Fl, FL

QUANTITY	DESCRIPTION OF SERVICE	UNIT PRICE	AMOUNT
	Job done October 4, 2024		
8.00 Hr.	Hydraulic Jet Vac Truck	300.00	$2,400.00
8.00 Hr.	Laborer	30.00	$240.00
100.00 LF	Flex Hose	3.95	$395.00
8.00 Hr.	Support Truck	45.00	$360.00

TERMS: **NET 10 DAYS**
REMIT TO: **Shenandoah General Construction LLC**

Amount Due **$3,395.00**

Daily Summary 10/04/2024

Quantity	Description of Service	Unit Price	Amount
8 Per Hour	Jet-Vac Equipment	$300.00	$2,400.00
8 Per Hour	Laborer	$30.00	$240.00
100 Per L.F.	Flex Hose 6"	$3.95	$395.00
8 Per Hour	Support Truck	$45.00	$360.00
		Daily Total:	$3,395.00

SHENANDOAH
Pipe Inspection & Restoration Specialist

Daily Work Report

Job #	#36814: hydro-vac	**Service Date:**	10/04/2024
Created By	juancanga@yahoo.com	**Job Estimator**	Natalie Moore
Time	07:30 AM - 03:30 PM (8h)	**Customer:**	Johnson-Davis Inc. (10005)

Employees	**Employee**	**Role**
	CANGA, JUAN (JUAN CANGA)	Vac Operator
	PIERRE-LOUIS, DELOUIS (DELOUIS)	VAC OPERATOR
	WATSON, CHRISTOPHER (WATSON, CHRISTOPHER)	LABORER

Equipment VT498

Extra Equipment

```
Support truck & 100 feet of 6” flex
```

Job Notes

```
Soft dig two different areas on the same street to locate pipe. Once pipe was located, we siphon up water as requested by crew. We did not use the flex. Customer signed the daily work report (paper form )
```

Usages **Water:** 1 Load **Flex Hose:** 0 Rolls **Disposal:** 1 Load

Client Signature

```
N/A
```

SHENANDOAH
Pipe Inspection & Restoration
1888 NW 22nd Street
Pompano Beach, FL 33069
(954) 975-0098 • Fax (954) 975-9718
www.shenandoahus.com

Invoice #: 102395

Invoice Date: 10-15-2024
Customer ID: 10005
Purchase Order: 86135

Johnson Davis
604 Hillbrath Drive
Lantana, FL 33462

Job Location:

1-36917, 300 Est Ocn Av- vc tr
300 East Ocean Ave
Lantana Fl, FL

QUANTITY	DESCRIPTION OF SERVICE	UNIT PRICE	AMOUNT
	Job done October 14-15, 2024		
18.25 Hr.	Hydraulic Jet Vac Truck	300.00	$5,475.00
2.00 Day	Fuel Surcharge	90.00	$180.00
2.00 Loads	Municipal Water for Vac Truck	15.00	$30.00
2.00 Day	Environmental Fee	30.00	$60.00

TERMS: **NET 10 DAYS**
REMIT TO: **Shenandoah General Construction LLC**

Amount Due **$5,745.00**

Daily Summary 10/14/2024

Quantity	Description of Service	Unit Price	Amount
11.25 Per Hour	Jet-Vac Equipment	$300.00	$3,375.00
1 Per Day	Environmental Fee	$30.00	$30.00
1 Days	Fuel Surcharge (Vac Truck)	$90.00	$90.00
1 Per Truck Load	Water Usage Fee	$15.00	$15.00
		Daily Total:	$3,510.00

SHENANDOAH
Pipe Inspection & Restoration Specialist

Daily Work Report

Job #	#36917: 300 East Ocean Ave- vac truck needed	**Service Date:**	10/14/2024
Created By	laneauyves@yahoo.com	**Job Estimator**	Natalie Moore
Time	08:45 AM - 08:00 PM (11h15m)	**Customer:**	Johnson-Davis Inc. (10005)

Employees

Employee	Role
LAURENT, WILFAUD (WILFAUD)	LABORER

Equipment VT331

Extra Equipment

N/A

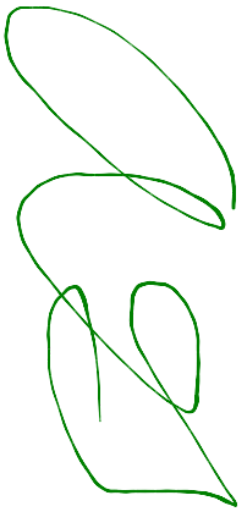
Job Notes

Soft dig as instructed to expose linking pip. Dump at pompano.

Usages **Water:** 1 Load **Flex Hose:** 0 Rolls **Disposal:** 1 Load

Client Signature

Signed by Chris Johnson on 10/14/2024 at 7:58:05 PM:



Daily Summary 10/15/2024

Quantity	Description of Service	Unit Price	Amount
7 Per Hour	Jet-Vac Equipment	$300.00	$2,100.00
1 Per Day	Environmental Fee	$30.00	$30.00
1 Days	Fuel Surcharge (Vac Truck)	$90.00	$90.00
1 Per Truck Load	Water Usage Fee	$15.00	$15.00
		Daily Total:	$2,235.00

SHENANDOAH
Pipe Inspection & Restoration Specialist

Daily Work Report

Job #	#36917: 300 East Ocean Ave- vac truck needed	**Service Date:**	10/15/2024
Created By	laneauyves@yahoo.com	**Job Estimator**	Natalie Moore
Time	06:00 AM - 02:00 PM (8h)	**Customer:**	Johnson-Davis Inc. (10005)

Employees	**Employee**	**Role**
	LANEAU-SIMEON, YVES (YVES)	LABORER
	LAURENT, WILFAUD (WILFAUD)	LABORER

Equipment VT331

Extra Equipment

N/A

Job Notes

Soft dig as instructed expose pipe. Dump at Pompano dump.

Usages **Water:** 1 Load **Flex Hose:** 0 Rolls **Disposal:** 0 Loads

Signed by Chris Johnson on 10/15/2024 at 1:49:10 PM:

Client Signature



PEOPLEREADY FLORIDA INC
1015 "A" ST
TACOMA,WA 98402
FED ID: 22-3606731

Facsimile

ACCOUNT	000742031
BILL NUMBER	28873166
BILL DATE	10/8/2024
TOTAL AMOUNT DUE	$396.72

JOHNSON DAVIS INCORPORATED
ATTN: HERNAN PARRA
604 HILLBRATH DRIVE
LANTANA,FL 33462

CURRENT BILLING

Invoice No.	Branch	Invoice Date	PO Number	Job Site Name	Invoice Amount	Tax	Adjustments	Amount Due
28873166	WEST PALM BEACH	10/6/2024		E OCEAN AVE & S LAKE DR	$396.72	$0.00	$0.00	$396.72

TOTAL AMOUNT DUE: $396.72

Your satisfaction is our top priority. For further assistance, please contact at:
Phone: 561-844-5886 **Fax: 561-844-5817** **Email: 1360-br@PeopleReady.com**

A surcharge fee of 2.8% on the transaction amount will be imposed on credit card payments where permitted by applicable law. The surcharge fee will vary but will not be greater than our cost of acceptance. Alternate payment methods including, check, ACH or debit cards are available and do not incur fees.

Billing cycle includes only work tickets on the invoice detail page and not all payments are reflected on the invoice.
If you are disputing an amount, please pay the undisputed amount and contact your servicing branch for resolution.
For issues the branch cannot resolve, please contact PeopleReady's corporate Credit & Collections office at:
Phone: 253-680-8367 Email: CreditCollections@trueblue.com

To insure proper credit, please detach and mail lower portion with your statement

DUE UPON RECEIPT This invoice represents wages and taxes already paid.
18% per annum service charge will be assessed on all overdue balances

ACCOUNT	BILL NUMBER	BILL DATE	DELINQUENT AFTER
000742031	28873166	10/8/2024	11/7/2024

TOTAL AMOUNT DUE
$396.72

Amount Enclosed $ _____

Check # _____

Remit to: PEOPLEREADY FLORIDA INC
P.O. BOX 740435
ATLANTA, GA 30374-0435

JOHNSON DAVIS INCORPORATED
ATTN: HERNAN PARRA
604 HILLBRATH DRIVE
LANTANA,FL 33462

00288731668000000039672000000742031O

PEOPLEREADY FLORIDA INC
1015 "A" ST
TACOMA,WA 98402
FED ID: 22-3606731

JOHNSON DAVIS INCORPORATED
ATTN: HERNAN PARRA
604 HILLBRATH DRIVE
LANTANA, FL 33462

INVOICE NUMBER: 28873166 DATED 10/6/2024

BRANCH INFORMATION		INVOICE INFORMATION		JOB INFORMATION	
Manager:	MARIA SOTO	**Invoice Subtotal:**	$396.72	**Job Order #:**	004924257
Address:	630 NORTHLAKE BLVD	**Sales Tax Amount:**	$0.00	**Report To:**	MIKE VOSSEN
	LAKE PARK FL 33408		----------	**Po Number:**	
		Total Invoice Amount:	$396.72	**Cost Center # :**	
Phone:	561-844-5886	**Credits & Adjustments:**	($0.00)	**Job Site Name:**	E OCEAN AVE & S LAKE
Email:	1360-BR@PEOPLEREADY.COM		----------	**Job Site Address:**	E OCEAN AVE & S LAKE
		Invoice Amount Due:	$396.72		LANTANA FL 33462

HOURS SUMMARY FOR WEEK ENDING: 10/6/2024

	Daily Hours							Total Regular		Total Overtime		Total Double Time		Total Hrs
	MON	TUE	WED	THU	FRI	SAT	SUN							
Worker Name:	**9/30**	**10/1**	**10/2**	**10/3**	**10/4**	**10/5**	**10/6**	**Reg Hrs**	**Rate/Hr**	**OTHrs**	**Rate/Hr**	**DTHrs**	**Rate/Hr**	
Collins,Marcus	0.00	0.00	0.00	0.00	9.50	0.00	0.00	9.50	$20.88	0.00	$0.00	0.00	$0.00	9.50
Osborne,Everett	0.00	0.00	0.00	0.00	9.50	0.00	0.00	9.50	$20.88	0.00	$0.00	0.00	$0.00	9.50
Subtotal:	0.00	0.00	0.00	0.00	19.00	0.00	0.00	19.00		0.00		0.00		19.00

DETAILS BY WORK TICKET NUMBER

Work Ticket #	Date	PO#	Signed by	Worker Name	Charge type	Pre-Tax amount	Tax	Item Amount	Total
1209034-1360	10/4/2024		Mike Vossen	Osborne,Everett	Reg Hrs(9.50 @ $20.88)	$198.36	$0.00	$198.36	$198.36
1209039-1360	10/4/2024		Mike Vossen	Collins,Marcus	Reg Hrs(9.50 @ $20.88)	$198.36	$0.00	$198.36	$198.36
Totals:						**$396.72**	**$0.00**	**$396.72**	**$396.72**

* This ticket has pending items yet to be billed.
** New charges to the previously billed ticket.

ADDITIONAL CHARGES

Type of Charge	Date	Branch	Number of Units	Rate per Unit	Pre-Tax amount	Tax	Total Amount
Additional Charges Sub-total:					**$0.00**	**$0.00**	**$0.00**

CREDITS & ADJUSTMENTS

Date Posted	Type	Reference	Amount
Total Credits and Adjustments:			**($0.00)**

Invoice Amount Due: $396.72

RECEIVED OCT 14 2024

ACME BARRICADES

Send Payments To:
Acme Barricades LC
Attn: Accounts Receivable
9800 Normandy Blvd., Jacksonville, FL 32221-2036
Tel: (904) 781-1950 Fax: (904) 781-1921
Federal Tax ID #59-3541899

INVOICE

Invoice No 324833
Date 10/11/24

Orlando Division
508 Clifton St
Orlando, FL 32808
Tel: (407) 253-4337
Fax: (407) 253-1342

Panhandle Division
1675 Commerce Blvd
Midway, Florida 32343
Tel:(850) 765-8546
Fax:(850) 765-8549

Tampa Division
2611 South 82nd Street,
Tampa ,FL 33619
Tel: (813) 623-ACME
Fax: (813) 623-2045

Miami Division
4601 Oakes Road
Davie, FL 33314
Tel: (954)-321-8205
Fax: (954)-791-0921

West Palm Beach
3705 Interstate Pkwy
West Palm Beach, FL 33404
Tel: (561)-657-8222
Fax: (561)-657-8226

Johnson-Davis Inc.
604 Hillbrath Dr
Lantana, FL 33462

Job No 10-4-2024
P.O. #
ACME Job 32257
Email **sstephani@johnsondavis.com

Customer Phone 561-588-1170
Customer Fax

REF: E Ocean Ave & S Lake Dr, Lantana

Terms Net 30

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
Rentals:							
CCCC	Type III w/o light	10/04/24	10/08/24	5	6	$0.45	$13.50
DDD	Cones	10/04/24	10/08/24	5	100	$0.35	$175.00
EEE	Large Sign Portable	10/04/24	10/08/24	5	5	$0.40	$10.00
MINCHARGE	Minimum Charge	10/11/24	10/11/24	1	1	$200.00	$1.50
					Rentals:	**Subtotal**	**$200.00**
						Tax	**$14.00**

86135
APPROVED
DATE

Final Bill

Total Amount	**$200.00**
Total Taxes	**$14.00**
Invoice Total	**$214.00**

ACME BARRICADES

Send Payments To:
Acme Barricades LC
Attn: Accounts Receivable
9800 Normandy Blvd., Jacksonville, FL 32221-2036
Tel: (904) 781-1950 Fax: (904) 781-1921
Federal Tax ID #59-3541899

INVOICE

Invoice No 324890
Date 10/18/24

Orlando Division	**Panhandle Division**	**Tampa Division**	**Miami Division**	**West Palm Beach**
508 Clifton St	1675 Commerce Blvd	2611 South 82nd Street,	4601 Oakes Road	3705 Interstate Pkwy
Orlando, FL 32808	Midway, Florida 32343	Tampa ,FL 33619	Davie, FL 33314	West Palm Beach, FL 33404
Tel: (407) 253-4337	Tel:(850) 765-8546	Tel: (813) 623-ACME	Tel: (954)-321-8205	Tel: (561)-657-8222
Fax: (407) 253-1342	Fax:(850) 765-8549	Fax: (813) 623-2045	Fax: (954)-791-0921	Fax: (561)-657-8226

Johnson-Davis Inc.
604 Hillbrath Dr
Lantana, FL 33462

Job No 10-4-2024
P.O. #
ACME Job 32285
Email **sstephani@johnsondavis.com

Customer Phone 561-588-1170
Customer Fax

REF: E Ocean Ave & S Lake Dr, Lantana

Terms Net 30

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
Rentals:							
CCCC	Type III w/o light	10/11/24	10/16/24	6	6	$0.45	$16.20
DDD	Cones	10/11/24	10/16/24	6	100	$0.35	$210.00
EEE	Large Sign Portable	10/11/24	10/16/24	6	5	$0.40	$12.00
					Rentals:	**Subtotal**	**$238.20**
						Tax	**$16.67**

86135 cc: file

Final Bill

Total Amount	**$238.20**
Total Taxes	**$16.67**
Invoice Total	**$254.87**

Invoice

Steffen & Sons Striping LLC

13421 75th Ln N
West Palm Beach, FL 33412
561-714-5776
sslakeworth@aol.com

Date	Invoice #
10/22/2024	7189

Bill To	Ship To
Johnson-Davis Inc. 604 Hillbrath Dr Lantana,Fl 33462	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/22/2024			E Ocean Ave and Park

Quantity	Item Code	Description	Price Each	Amount
1	MIN FOR PAINT	MIN FOR PAINT	900.00	900.00

Total $900.00

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8e

PREPARED BY: Eddie Crockett, Public Services Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Consideration of ratifying the expenditure associated with Change Order #5 with Johnson-Davis Inc. for the W. Pine St. Water Main Replacement Project at the FEC Railway Crossing in the amount of $41,199.50.

ISSUE/BACKGROUND:

During the wrap up of the W. Pine St. Water Main Replacement Project at the FEC Railway Crossing, several unanticipated items needed to be addressed, which resulted in the additional expenditures referenced in Change Order #5 at a cost of $41,199.50. Specifically, to pass FDOT inspection, a portion of the sidewalk had to be replaced at the crossing. In addition, sidewalk not directly related to the project, was replaced; asphalt was required along the curb; and additional labor costs were incurred to support the aforementioned modifications.

All of the miscellaneous items related to Change Order #5 were field verified by our Project Manager - Baxter & Woodman. As a result, staff is requesting ratification of the associated expenditures in the amount of $41,199.50 for Change Order #5 with Johnson-Davis Inc. Any related costs that result in an unfavorable impact to the FY 2024/25 Annual Budget (i.e., use of reserves) will be addressed in a future budget amendment, if necessary.

ATTACHMENT(S):

1. Pine St WM Replacement at FEC Railroad Crossing. Change Order 05 & Final Pay App o6.pdf

SAMPLE MOTION:

I move to (ratify) (reject) the Town Manager's approval of additional expenditures in the amount of $41,199.50 with Johnson-Davis Inc. for Change Order #5 that were necessary to wrap up the W. Pine St. Water Main Replacement Project at the FEC Railway and to acknowledge that should Change Order #5 negatively impact the FY 2024/25 budget (i.e., use of reserves) that said impact will be addressed in a future budget amendment, as necessary.

BAXTER & WOODMAN
Consulting Engineers
477 S. Rosemary Avenue, Suite 330, West Palm Beach, FL 33401 • baxterwoodman.com

September 14, 2024 – Via Fed Exp

Jerry Darr
Utilities Assistant Director
Town of Lantana
510 W Pine St
Lantana FL, 33462

Subject: *Town of Lantana*
ITB 2022-10-PW
Replacement of the Pine St Water Main at the FEC Railroad Crossing
Change Order 5 Quantity Reconciliation and Contractor's Final Pay Application #06

Dear Mr. Darr,

On September17, 2024 we received the final closeout paperwork for the above referenced Project. Enclosed please find Change Order #05 and signed copy of Johnson-Davis, Inc. FINAL Application for Payment #06 for the period ending 08/31/24. We have completed our review of the paperwork and recommend the Town executes the Change Order and makes FINAL payment in the amount of $56,035.64.

Attachments:

- Change Order #05 "Quantity Reconciliation"
- Final Pay Application #06
- Release of lien
- Consent of Surety
- Contractors standard 1year warranty.
- Consent of Surety to Final Payment.
- Thumb Drive with SS As-Builts

If you have any questions or concerns, please call me at 425-7708.

Sincerely,

Baxter & Woodman, Inc.

R. M. Chipman

Richard M. Chipman, CGC
Construction Manager

Enclosure
cc: File #2325775/Const/Pay App

TOWN OF LANTANA
500 GREYNOLDS CIRCLE
LANTANA, FLORIDA 33462
561-540-500

FINAL CHANGE ORDER # 005
DATE: September 12, 2024

PROJECT NAME: Pine Street Water Main Replacement at FEC Railway Crossing.

OWNER: Town of Lantana

CONTRACTOR: Johnson-Davis, Inc.

THE FOLLOWING CHANGES:
Final Pay Application Quantity Reconciliation

JUSTIFICATION:
The quantities for all unit price bid items have been field measured & verified by Baxter & Woodman Inspectors. Refer to attached Final Pay Application #06 for listing of overbudget & underbudget items.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE:	$782,200.00
Current Contract Price including C.O. 04:	$865,763.34
Contract Price due to this Change Order will be DECREASED/***INCREASED*** by:	$41,199.50
The New Contract Price including this Change Order 05 will be:	$906,962.84

CHANGE TO CONTRACT TIME:
Original Substantial Completion 240 days from NTP – October 05, 2023
Change Order #01 added 42 days. Substantial Completion November 16, 2023.
Change Order #02 added 109 days. Substantial Completion March 04, 2024.
Change Order #03 added 51 days. Substantial Completion April 24, 2024.
Change Order #04 added 89 days. Substantial Completion July 22,2024
This Change Order #05 adds 23 days. Substantial Completion August 14,2024

APPROVED BY CONTRACTOR: Alexander Guisinger Digitally signed by Alexander Guisinger DN: C=US, E=aguisinger@johnsondavis.com, O=Johnson-Davis Inc., CN=Alexander Guisinger Reason: I agree to the terms defined by the placement of my signature on this document Date: 2024.09.12 16:43:46-04'00' 9/12/2024
Alex Guisinger DATE

APPROVED BY ENGINEER: R. M. Chipman 09/12/24
Richard M. Chipman DATE

APPROVED BY OWNER: _____
Brian Raducci DATE

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G703 PAGE 1 OF 2 PAGES

TO CONTRACTOR:
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

PROJECT: **Pine Street Water Main Replacement at the FEC Railroad Crossing**

Project Number: **ITB No. 2022-10-PW**

PAY REQUEST NO: **SIX-FINAL**
INVOICE NO: 6

PERIOD FROM: 8/1/2024
PERIOD TO: 8/31/2024

CONTRACT DATE: 8/8/2022

Distribution to:
___ Owner
___ Architect
___ Contractor
___
___
___

FROM (CONTRACTOR):
Johnson-Davis Inc.
604 Hillbrath Drive
Lantana, FL 33462

VIA (ENGINEER):

CONTRACT FOR: Pine Street Water Main Replacement at the FEC Railroad Crossing

CONTRACTOR'S CERTIFICATE FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheets, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 782,200.00
2. Net change by Change Orders		$ 124,762.84
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 906,962.84
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 906,962.84
5. RETAINAGE		
a. 0.0% Retainage: (Column D + E on G703)	$ -	
b. ____% of Stored Material	$ -	
(Column F on G703) Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 906,962.84
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate)		$ 850,927.20
8. CURRENT PAYMENT DUE		$ 56,035.64
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ -

CHANGE ORDER SUMMARY

	Number	Date Approved	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner				
		TOTAL	0.00	2,500.00
Approved this Month				
			0.00	
			0.00	
	Change Order #01	02/07/23	0.00	0.00
	Change Order #02	11/30/23	0.00	2,500.00
	Change Order #03	05/08/24	58,183.84	
	Change Order #04	06/19/24	27,879.50	
	Change Order #05	06/12/24	41,199.50	0.00
			0.00	
		TOTAL	127,262.84	2,500.00
Net change by Change Orders			124,762.84	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown *herein is now due.*

CONTRACTOR: Johnson-Davis, Inc.

By: _____ Date: 9/13/2024
John Stanley, CFO

State of: FLORIDA County of: Palm Beach
Subscribed and sworn to before me this 13th day of September 2024

Notary Public: _____
My Commission expires: 01-20-2026

NOTARY PUBLIC STATE OF FLORIDA

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

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 56,035.64
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: R. M. Chipman Date: 9/17/24

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

FINAL QTYS

Pine Street Watermain Replacement at the FEC Railway Crossing

Project # 11915

APPLICATION NO.: 6
APPLICATION DATE: 08/30/24
PERIOD TO: 08/31/24
ARCHITECT'S PROJECT NO: 11915

A ITEM NO.	B DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED FROM PREV. APPLICATION QUANTITY	D VALUE (D + E)	E THIS PERIOD QUANTITY	E VALUE	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TODATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 0%
1	Site Mobilization/Demobilization	1	LS	$40,000.00	$ 40,000.00	1.00	40,000.00		$ -	0.00	$ 40,000.00	100%	$ -	$ -
2	Maintenance of Traffic	1	LS	$15,000.00	$ 15,000.00	1.00	15,000.00		$ -	0.00	$ 15,000.00	100%	$ -	$ -
3	As-Built Record Drawings	1	LS	$12,000.00	$ 12,000.00	1.00	12,000.00		$ -	0.00	$ 12,000.00	100%	$ -	$ -
4	NPDES Permit / Erosion Protection Items	1	LS	$ 2,500.00	$ 2,500.00	1.00	2,500.00		$ -	0.00	$ 2,500.00	100%	$ -	$ -
5	Professional Video of Construction Site	1	LS	$ 3,000.00	$ 3,000.00	1.00	3,000.00		$ -	0.00	$ 3,000.00	100%	$ -	$ -
6	Milling Existing Asphalt Pavement (1.5" Average Depth) and Hauloff	730	SY	$ 30.00	$ 21,900.00	1,150.00	34,500.00		$ -	0.00	$ 34,500.00	158%	$ (12,600.00)	$ -
7	Asphalt Pavement - Superpave Hot Mix	64	TON	$ 800.00	$ 51,200.00	89.00	71,200.00		$ -	0.00	$ 71,200.00	139%	$ (20,000.00)	$ -
8	Open Cut Pavement Trench Repair	104	LF	$ 900.00	$ 93,600.00	104.00	93,600.00		$ -	0.00	$ 93,600.00	100%	$ -	$ -
9	Thermoplastic Pavement Markings & RPMS	1	LS	$ 9,000.00	$ 9,000.00	-	-	1.00	$ 9,000.00	0.00	$ 9,000.00	100%	$ -	$ -
10	Concrete Sidewalk Restoration (4" Thick)	60	SF	$ 10.00	$ 600.00	684.00	6,840.00		$ -	0.00	$ 6,840.00	1140%	$ (6,240.00)	$ -
11	Curb Ramp W/ ADA-Compliant Tactile Surface Mat	1	EA	$ 750.00	$ 750.00	4.00	3,000.00		$ -	0.00	$ 3,000.00	400%	$ (2,250.00)	$ -
12	Flowable Fill	75	CY	$ 150.00	$ 11,250.00	-	-		$ -	0.00	$ -	0%	$ 11,250.00	$ -
13	Abandon In-Place and Grout Existing 8" Water Main, Incl. Caps	230	LF	$ 30.00	$ 6,900.00	195.00	5,850.00		$ -	0.00	$ 5,850.00	85%	$ 1,050.00	$ -
14	Ductile Iron Water Main Pipe, Cement Lined	80	LF	$ 150.00	$ 12,000.00	95.00	14,250.00		$ -	0.00	$ 14,250.00	119%	$ (2,250.00)	$ -
15	8" DIP WM (Carrier Pipe)/260 LF - 16" Steel (Casing Pipe) Jack & Bore	120	LF	$ 1,200.00	$ 144,000.00	120.00	144,000.00		$ -	0.00	$ 144,000.00	100%	$ -	$ -
16	Jack and Bore Entry Pit (30'x10')	2	EA	$90,000.00	$ 180,000.00	2.00	180,000.00		$ -	0.00	$ 180,000.00	100%	$ -	$ -
17	Jack and Bore Entry Pit (20'x10')	1	EA	$60,000.00	$ 60,000.00	1.00	60,000.00		$ -	0.00	$ 60,000.00	100%	$ -	$ -
18	Tapping Tee and Tapping Valve	2	EA	$10,000.00	$ 20,000.00	1.00	10,000.00		$ -	0.00	$ 10,000.00	50%	$ 10,000.00	$ -
19	Gate Valve	2	EA	$ 4,250.00	$ 8,500.00	6.00	25,500.00		$ -	0.00	$ 25,500.00	300%	$ (17,000.00)	$ -
20	Sample Point	2	EA	$ 2,500.00	$ 5,000.00	2.00	5,000.00		$ -	0.00	$ 5,000.00	100%	$ -	$ -
21	Fill and Flush Connection	2	EA	$ 1,000.00	$ 2,000.00	2.00	2,000.00		$ -	0.00	$ 2,000.00	100%	$ -	$ -
22	DIP Compact MJ Fittings (Cement-Lined)	0.75	TON	$10,000.00	$ 7,500.00	1.17	11,737.50		$ -	0.00	$ 11,737.50	157%	$ (4,237.50)	$ -
23	Connect to Existing Water Main	2	EA	$ 100.00	$ 200.00	5.00	500.00		$ -	0.00	$ 500.00	250%	$ (300.00)	$ -
24	4" DI Vent Pipe	2	EA	$ 3,000.00	$ 6,000.00	2.00	6,000.00		$ -	0.00	$ 6,000.00	100%	$ -	$ -
25	Pre & Post Survey for Railway Crossing at Jack & Bore Location	1	LS	$ 1,700.00	$ 1,700.00	1.00	1,700.00		$ -	0.00	$ 1,700.00	100%	$ -	$ -
26	Furnishing & Install Sod	100	SF	$ 1.00	$ 100.00	450.00	450.00	2,250.00	$ 2,250.00	0.00	$ 2,700.00	2700%	$ (2,600.00)	$ -
	ALLOWANCES													
27	Undefined Conditions Allowance	1	LS	$10,000.00	$ 10,000.00	-	-		$ -	0.00	$ -	0%	$ 10,000.00	$ -
28	Railway Flagmen Inspector Allowance	1	LS	$30,000.00	$ 30,000.00	0.94	28,272.00		$ -	0.00	$ 28,272.00	94%	$ 1,728.00	$ -
	TOTAL BASE BID ITEMS 1 - 28				$ 754,700.00	-								
	ADDITIONAL ITEMS					-								
29	10" HPDE Horizontal Directional Drill	100	LF	$ 250.00	$ 25,000.00	150.00	37,500.00		$ -	0.00	$ 37,500.00	150%	$ (12,500.00)	$ -
					$ -	-	-		$ -	0.00	$ -	#DIV/0!	$ -	$ -
	CHANGE ORDER #003													
999.02	8" DIP Watermain Linestop	1	EA	$15,000.00	$ 15,000.00	1.00	15,000.00		$ -	0.00	$ 15,000.00	100%	$ -	$ -
999.03	6" DIP Watermain Linestop	1	EA	$12,750.00	$ 12,750.00	1.00	12,750.00		$ -	0.00	$ 12,750.00	100%	$ -	$ -
999.04	6" DIP Watermain Linestop (Re-Drop April 24, 2024)	1	LSU	$ 3,880.00	$ 3,880.00	1.00	3,880.00		$ -	0.00	$ 3,880.00	100%	$ -	$ -
999.05	6" DIP Watermain Linestop (Extra Days 4/11 - 4/12 - WCD #1 - NOTES	2	DAY	$ 500.00	$ 1,000.00	2.00	1,000.00		$ -	0.00	$ 1,000.00	100%	$ -	$ -
999.06	4" DIP Watermain Linestop (Emergency)	1	EA	$10,500.00	$ 10,500.00	1.00	10,500.00		$ -	0.00	$ 10,500.00	100%	$ -	$ -
999.07	April 10, 2024 - Lost Crew Time / Watermain Shutdown Attempt	1	LSU	$ 2,959.33	$ 2,959.33	1.00	2,959.33		$ -	0.00	$ 2,959.33	100%	$ -	$ -
999.08	April 11, 2024 - Pothole / Prep 4" Watermain	1	LSU	$ 2,785.25	$ 2,785.25	1.00	2,785.25		$ -	0.00	$ 2,785.25	100%	$ -	$ -
999.09	April 12, 2024 - Lost Crew Time / Remobilization	1	LSU	$ 3,838.03	$ 3,838.03	1.00	3,838.03		$ -	0.00	$ 3,838.03	100%	$ -	$ -
999.1	April 26, 2024 - Abandon & Remove Existing GV - 300 S Dixie Hwy	1	LSU	$ 944.60	$ 944.60	1.00	944.60		$ -	0.00	$ 944.60	100%	$ -	$ -
999.11	March 6 & March 13, 2024 - Exploratory Work	1	LSU	$ 2,604.84	$ 2,604.84	1.00	2,604.84		$ -	0.00	$ 2,604.84	100%	$ -	$ -
999.12	April 25, 2024 - Remove Existing Drainage Box	1	LSU	$ 1,921.79	$ 1,921.79	1.00	1,921.79		$ -	0.00	$ 1,921.79	100%	$ -	$ -
	CHANGE ORDER #004													
999.13	Remove & Replace Fire Hydrant Install	1	LSU	$12,500.00	$ 12,500.00	1.00	12,500.00		$ -	0.00	$ 12,500.00	100%	$ -	$ -
999.14	Adjust Manhole to Grade	1	EA	$ 500.00	$ 500.00	1.00	500.00		$ -	0.00	$ 500.00	100%	$ -	$ -
999.15	Surveyor - Calculate & Stake New Grades	1	LSU	$ 960.00	$ 960.00	1.00	960.00		$ -	0.00	$ 960.00	100%	$ -	$ -
999.16	Ductile Iron Water Main Pipe, Cement Lined	10	LF	$ 150.00	$ 1,500.00	5.00	750.00		$ -	0.00	$ 750.00	50%	$ 750.00	$ -
999.17	Gate Valve	1	EA	$ 4,250.00	$ 4,250.00	1.00	4,250.00		$ -	0.00	$ 4,250.00	100%	$ -	$ -
999.18	DIP Compact MJ Fittings (Cement-Lined)	0.15695	TON	$10,000.00	$ 1,569.50	0.16	1,569.50		$ -	0.00	$ 1,569.50	100%	$ -	$ -
999.19	Connect to Existing Water Main	2	EA	$ 100.00	$ 200.00	2.00	200.00		$ -	0.00	$ 200.00	100%	$ -	$ -
999.20	Asphalt Pavement - Superpave Hot Mix	2	TON	$ 800.00	$ 1,600.00	3.00	2,400.00		$ -	0.00	$ 2,400.00	150%	$ (800.00)	$ -
999.21	Open Cut Pavement Trench Repair	5	LF	$ 900.00	$ 4,500.00	-	-		$ -	0.00	$ -	0%	$ 4,500.00	$ -
999.22	Flowable Fill	2	CY	$ 150.00	$ 300.00	-	-		$ -	0.00	$ -	0%	$ 300.00	$ -
	CHANGE ORDER #005													
	Quantity Reconciliation				$ 41,199.50								$ 41,199.50	
					$ 906,962.84		895,712.84		$ 11,250.00	0.00	$ 906,962.84	100.0%	$ -	$ -

JOHNSON-DAVIS INC.
Contractors
604 HILLBRATH DRIVE
LANTANA, FL 33462-1694
PHONE: 561-588-1170 FAX: 561-585-5252
CU-C043087

September 12, 2024

Richard M. Chipman
Baxter & Woodman Consulting Engineers
1601 Forum Place, Suite 400
West Palm Beach, FL 33401

WARRANTY

Project: Pine St Watermain Replacement at FEC Railway Crossing

Scope of work: Underground Water Utilities per Contract Documents and Plans

Johnson-Davis, Inc. hereby gives to the Owner those warranties against defective workmanship and materials required by the Contract Agreement and Contract Documents General Requirements. The warranty period is one year to commence upon date of project substantial completion dated September 12, 2024.

Date: September 12, 2024

Signed: Alexander Guisinger
Alexander Guisinger, P.M.

Title: Project Manager

Company: Johnson-Davis, Inc.

State of Florida
County of Palm Beach

I hereby certify on this day, before me personally appeared ALEXANDER GUISINGER well known to me, and that he acknowledged executing the same freely and voluntarily. Witness my hand and official seal in the County of PALM BEACH, State of Florida this 12TH day of SEPTEMBER, 2024.

By: James P. Amsler
Notary Public

My commission expires: 8-11-26

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

CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of **$56,035.64** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Town of Lantana** on the job of **Town of Lantana** (Owner), for improvements to the following described project:

Pine Street Water Main Replacement at FEC Railway Crossing, ITB No. 2022-10-PW

JD Job #11915

Dated On 9/10/2024

Lienor's Name: Johnson-Davis Incorporated
Address: 604 Hillbrath Drive
Lantana, FL 33462

By: _____
Printed Name/ Title: William Dyer, V.P.

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 Sept.
20 24
By William Dyer
As Vice President for Johnson-Davis Inc.

Individual identified by ✓ personal knowledge _____ Satisfactory
Evidence Type _____

MY COMMISSION EXPIRES

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

_____
NOTARY PUBLIC State of

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No: 016234003

PROJECT: *(Name and address)* **Pine Street Water Main Replacement at FEC Railway Crossing, ITB No. 2022-10-PW**	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☑ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
	CONTRACT FOR: General Construction	
TO OWNER: *(Name and address)* **Town of Lantana** **500 Greynolds Circle,** **Lantana, FL 33462**	**CONTRACT DATED:** December 12, 2022	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of
(Insert name and address of Contractor)

Johnson-Davis Incorporated
604 Hillbrath Drive
Lantana, FL 33462

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 10, 2024**
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company
(Surety)

(Signature of authorized representative)

Attest:
(Seal):
Sandra M. Engstrum

Joshua R. Loftis, Attorney-In-Fact
(Printed name and title)

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 6520

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User Notes: (1466710072)

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

Liberty Mutual. SURETY

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

Certificate No: **8210698 - 190054**

POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **10th** day of **September**, **2024**.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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