

Exhibit "A"

AGREEMENT

FOR CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

THIS AGREEMENT with an Effective Date, as defined below, by and between the Town of Jupiter Island, ("Owner"), mailing address: 2 Bridge Road, Hobe Sound, FL 33455, and Florida Technical Consultants, LLC, a Florida limited liability company, with a principal address of 533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33435 (hereinafter referred to as "Contractor").

RECITALS

A. In response to SMRU RFQ 2023-02 (the "RFQ"), Contractor submitted a response dated January 4, 2023 (the "RFQ Response") for Continuing Geographic Information System Consulting Services ("Services"); and

B. Town has determined that Contractor's RFQ Response provides the best value to Town, and Town wishes to enter into an agreement for Services with Contractor; and

D. Contractor agrees to perform the Services for Town under the terms and conditions set forth in the RFQ, the RFQ Response and this agreement and the attached exhibits (collectively, the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Services to Owner in accordance with the terms of this Agreement.

1. Term. The term of this Agreement commences on execution of this Agreement by Owner (the "**Effective Date**") and continues for a term of four (4) years with two (2) one-year renewal option for a total of six (6) years. Time is of the essence in the performance of this Agreement.

2. Compensation. The compensation rates and terms set forth in Exhibit A and attached to this Agreement will be applicable during the term of this Agreement, as adjusted pursuant to the terms of the Agreement.

3. Service Requests. The Services to be provided by Contractor include Continuing GIS Services for Owner's South Martin Regional Utility (SMRU) distribution, collection, Water Treatment, Wastewater Treatment and Reuse Facilities. The requested services include, but are not limited to, the following:

- Update existing GIS desktop utility map and existing web-based utility map to include all pertinent as-built information including manhole structure, pipeline, valve, water and sanitary service line, water meter, backflow preventer, fire hydrant, lift station and well data
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Provide training to the respective SMRU personnel
- Special work orders for the development of GIS layers for various applications

A. No service requests under this Agreement are authorized upon execution of the Agreement. The Owner shall initiate requests for service by providing Contractor with a written service request (a “**Service Request**”).

B. Each Service Request will set forth, among other things, the following:

- i. The scope of service requested;
- ii. The time and schedule of service;
- iii. The method and amount of compensation as set forth in Section 3 above;
- iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The services to be rendered by Contractor shall commence after the execution of each Service Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Service Request.

D. The terms and conditions of this Agreement shall be incorporated within and made a part of each Service Request.

4. **Invoices.** Applications for payments under the Agreement shall be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

5. **Notice.** All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be e-mailed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or

branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: mventura@tji.martin.fl.us

For notices and communications to Contractor:

James Barton, P.E.
Florida Technical Consultants, LLC
522 East Ocean Avenue, Suite #2
Boynton Beach, FL 33444
Email: jbarton@fltechinc.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until received.

6. Agreement Documents. Contractor agrees to complete all work in accordance with the Agreement Documents. The term "Agreement Documents" shall include all the terms and conditions and Work requirements contained in this Agreement, on Owner website(s), and the following documents, all of which taken together are incorporated herein and form the Agreement Documents. The Agreement constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The terms and conditions of the RFQ is incorporated herein and made a part of this Agreement, together with the Owner's Contractor General Conditions. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Agreement Documents. For convenience sake, all of the Agreement Documents are not be attached to Agreement, but the indicated documents make up the Agreement Documents and are incorporated into the Agreement, regardless of whether they are attached.

7. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to

achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

9. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach under this Agreement.

10. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.

11. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current RFQ Responder's Qualifications Statement/Statement of Business Organization.

12. Termination. Owner may terminate this Agreement upon written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Request performed through the date of termination, which Service Requests terminate with the termination of the Agreement.

13. Allotment of Service Requests to Contractor. Owner, through its designated representative, shall, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise RFQ Response and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.

14. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Martin County, Florida.

15. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of

contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon notice to Contractor.

16. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

17. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

18. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is listed in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)

19. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

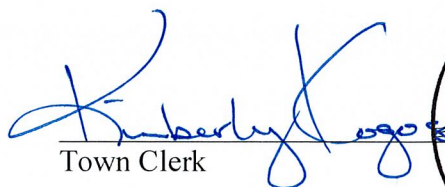
20. Public Records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date).



Town Clerk

(TOWN SEAL)



Town of Jupiter Island, Florida

By:

Whitney D. Pidot

Its Mayor

Date:

2/22/2023

Florida Technical Consultants, LLC

By:


James Barton, P.E.

Its President



Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

Professional Services Fees

January 1, 2023

Florida Technical Consultants Fee Schedule 2022 - 2028

Position	Rate	Rate	Rate
	Oct 2022 – Sept 2024	Oct 2024 – Sept 2026	Oct 2026 – Sept 2028
Principal	\$160	\$165	\$170
Project Manager	\$150	\$155	\$160
Senior Professional Engineer	\$145	\$150	\$155
Project Engineer	\$140	\$145	\$150
Senior GIS Analyst	\$135	\$140	\$145
Construction Services Manager	\$130	\$135	\$140
Project GIS Analyst	\$125	\$130	\$135
Junior Engineer	\$125	\$130	\$135
GIS Specialist	\$115	\$120	\$125
CAD Technician	\$115	\$120	\$125
GIS Technician	\$105	\$110	\$115
Clerical	\$65	\$70	\$75

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'JBarton', is written over a faint, light blue rectangular background.

James Barton, P.E.
President
Florida Technical Consultants



Florida Technical Consultants, LLC
533 East Ocean Avenue, Suite #2
Boynton Beach, FL 33435
Tel (954) 914-8488
James Barton P.E., President
jbarton@fltechinc.com
www.fltechinc.com

SMRU CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

REQUEST FOR QUALIFICATIONS (RFQ) RFQ 2023-02

Submitted by:
Florida Technical Consultants, LLC

Due Date: January 4th, 2023

Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455



Florida Technical Consultants

Table of Contents

Cover Letter	3
Professional Qualifications of the Firm	5
Professional Qualifications of Key Staff.....	8
Relevant Projects	13
DBE/SBE Status	19
Statement of Workload	20
Statement of Meeting Time and Budget Requirements.....	21
Disclosure of Conflict of Interest	22
Addendum #1.....	23

Kimberly Kogos
Town Clerk
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

Re: RFQ 2023-02 - SMRU CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS)
CONSULTING SERVICES

Dear Ms. Kogos:

Florida Technical Consultants, LLC (FTC) is pleased to provide credentials for this very important Request for Qualifications RFQ 2023-02 SMRU CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES. FTC is a Civil Engineering consulting firm based in Boynton Beach, Florida which specializes in providing GIS based Civil Engineering consulting services to governmental agencies and private companies located in Palm Beach and the surrounding counties of Central and South Florida.

FTC has been providing GIS services to SMRU since 2014. During this time we've:

- Migrated all your data from CAD into GIS
- Provided rigorous QA/QC on the data
- Created a GIS Platform to share and manage information
- Developed field applications to improve the data and manage operations
- Trained staff extensively on the system
- Continued to update the data based on new as-builts and changes from the field.

Valuable additions to the system may include:

- As-Built Tracker – linking drawings to the map
- Lead Copper Rule special program response (existing data and as-built tracker)
- GIS Based Hydraulic Model

The included proposal information outlines our approach to implementing GIS in a utility. This program was developed largely based on our experience working with staff at SMRU.



As the President of FTC, I have been a licensed and practicing Professional Engineer in the South Florida region continuously for the past 20 years. I am the company's primary contact and am authorized to make representations for and enter into contracts on behalf of our company. Included in this proposal is the requested information and required forms as outlined in this RFQ. Please feel free to contact me at your convenience if you have any questions or require additional information in regards to this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JBarton', is positioned above the printed name.

James Barton, P.E. President
Florida Technical Consultants LLC
533 East. Ocean Ave. Suite #2, Boynton Beach, FL 33435
Tel: (954) 914-8488, Email: jbarton@fltechinc.com



Professional Qualifications of the Firm

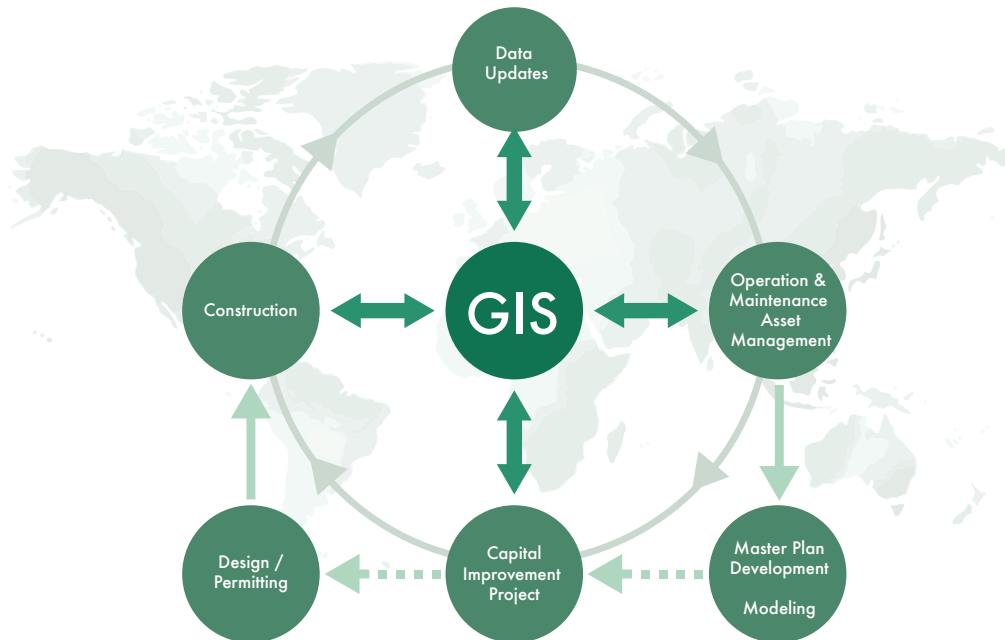
Florida Technical Consultants, LLC (FTC) is a Civil Engineering consulting firm offering GIS specialized consulting services to governmental agencies and private companies in Palm Beach and the surrounding counties in Southern Florida. FTC has been in business since January 2014 and is set up as a Limited Liability Company (LLC) under the state of Florida. It has obtained pre-qualification as a Professional Consultant under CCNA (Consultants Competitive Negotiation Act) for many municipalities and government agencies in South Florida including Boynton Beach, Cooper City, Deerfield Beach, Ft. Lauderdale, Marathon, Miami Gardens, and North Miami Beach.

The Civil Engineering consulting services offered by FTC are primarily focused on the computerized mapping, modeling, and inspection of potable water systems, gravity sewer systems, sewer force mains, reclaimed water systems, storm water systems and various other municipal infrastructure utilizing GIS (Geographic Information Systems) computer software. FTC also provides low resolution engineering services for design and construction which are based on GIS applications. FTC has completed large GIS based utility projects with Cooper City, Boynton Beach Utilities, South Martin Regional Utilities, the Solid Waste Authority of Palm Beach County, and the Coral Springs Improvement District.

Based on FTC's extensive experience with engineering and construction projects, and as an ESRI Silver Business Partner with an ArcGIS Online Speciality, the goal of FTC is to provide comprehensive Civil Engineering Information Management services utilizing GIS in the following areas:

- Utility Operations, Maintenance and Asset Management
- Master Planning, Modeling and Engineering Studies
- Capital Improvement Project Development
- Engineering Data Development and Updating
- Engineering Design and Permitting
- Construction Inspection Services

The following graphic and accompanying descriptions show the services FTC offers, the methodology behind these services, and how GIS data is central to the management workflow of municipal utilities and engineering departments.



Utility Operations, Maintenance and Asset Management

FTC can effectively implement GIS tools and develop GIS applications to provide essential support to all types of utility projects' field operations. Since the field staff are so critical to operations, FTC focuses on developing the capacity and capabilities of these teams.

Master Planning, Modeling and Engineering Studies

GIS data is now the standard platform for managing engineering data for master planning, modeling and other types of engineering studies. FTC is very experienced at GIS based planning and modeling software for water, sewer and stormwater applications with additional types of system analysis being available using the GIS software's built-in tools. FTC can assemble these different GIS tools into a common platform which provides a robust program management capability. FTC can create Dashboards which provide real time tracking of programs and project status. These allow Utility managers and field staff to review system analytics and intuitively gather information about the system being monitored. This information can then be used for planning purposes as well as permitting and regulatory reporting requirements.

Capital Improvement Project Development

The end result of the data analysis carried out for Master Planning and Engineering Studies are recommendations for system improvements by way of Capital Improvement Projects (CIPs). FTC can provide a very data driven platform utilizing GIS which can be applied to identify utility problem areas,

map their locations, perform site research with field staff and develop recommendations for Capital Improvement Projects. Once developed, FTC can then utilize GIS for tracking of these Capital Improvement Projects as well as provide overall budget management through GIS dashboards. The benefits of a GIS based CIP platform over a paper based report is that the GIS platform can be updated on an ongoing basis as projects progress and as new challenges arise.

Engineering Data Development and Updating

All GIS applications start with data. Whatever condition or format the data currently resides in, FTC can migrate this data into a standard GIS platform as a basis for data capture, creation and maintenance. The FTC process for data development starts with evaluating and loading the data into the GIS system. Data sources including existing digital data, as-built drawings, wall maps and staff knowledge of the system. Corrections are then made based on high resolution aerials. Where there are still questions, field teams are mobilized to collect data directly from the field. FTC can create inspection tools and apps which field staff can then utilize on mobile devices to directly update and confirm the data in question. Having reliable data for utility systems saves money in design, construction and maintenance. It also streamlines the utility response times to outages and repair issues.

Engineering Design and Permitting

Having good utility data is crucial for Engineering Design. It allows consultants to collaborate with management and make better decisions. The status of engineering projects can also be included in the CIP tracking program. Information from preliminary designs, surveys, and test holes can be brought into GIS to improve the base data. FTC uses an integrated approach for all projects which avoids duplication of effort and ensures that data changes are not lost in the plans and that the data is set up for GIS migration at the end of construction.

Construction Inspection Services

FTC offers Construction Inspection services which utilize the GIS platform to ensure the timely completion of the project and minimize resident issues. FTC knows that for any project to be successful the goals of the project need to be met, the construction process needs to be smooth and of the highest quality, resident issues are addressed and the contractor makes a profit.

FTC brings to the table a highly skilled engineering team which includes two Florida licensed Professional Engineers along with support staff to fulfill and support the requirements of our clients. FTC always strives to become part of the client's "team" which maximizes the use of the client's existing resources and provides a seamless integration of the projects. We trust that you will find that FTC has the capabilities and expertise to provide you with the GIS Consulting Services that you require.

Professional Qualifications of Key Staff



James Barton, P.E.
President

Professional Summary

James is the primary project contact for FTC and provides all project management functions, program development, GIS utility data build and on-site training. His background experience covers all program components with 20 years experience in engineering design and project management of water, sanitation and stormwater programs. These include water resources, infrastructure, rehabilitation, GIS implementation, environmental engineering, utilities and road construction. James has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design, and construction administration. Since becoming an ESRI authorized GIS Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering as well as providing training for people with fire, police and city and county administrations.

Education

B.Sc. Civil Engineering, Queen's University, Kingston, Ontario, Canada - 1990

Professional Experience

- **President/Principal Engineer** - Florida Technical Consultants, Boynton Beach, FL
2014 to present (8 years)
- **Senior Engineer** - Chen Moore & Associates, Ft. Lauderdale, FL
2001 to 2014 (13 years)
- **Water Engineer** - CARE Canada/Unicef/US AID, Mozambique and Angola, Africa
1991 to 2001 (9 years)

Registration - Professional Engineer, State of Florida, 2003 (#59257)

Affiliations

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- Florida Engineering Society (FES)
- Urban and Regional Information Systems Association (URISA)

Certifications

- ESRI Authorized GIS Trainer
- LEED Accredited Professional



Teresa Chapman
Project Manager

Professional Summary

Teresa has over 8 years of engineering and GIS implementation experience. In her capacity as Project Manager with FTC, she has utilized GIS in real-world engineering situations to improve informational management and decision support for both clients and their engineers. Teresa supports the data collection, tracking and analysis functions of her team for multiple municipalities and has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She also has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, and road construction and continues to expand her knowledge base.

Education

B.Sc. Ocean Engineering, Florida Atlantic University, Boca Raton, FL - 2010

Professional Experience

- **Project Manager** - Florida Technical Consultants, Boynton Beach, FL
2019 to present (3 years)
- **Associate Engineer** - Chen Moore & Associates, West Palm Beach, FL
2013 to 2018 (5 years)

Affiliations

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- Florida Engineering Society (FES)
- International Propeller Club of the United States
- Palm Beach Countywide GIS Forum

Certifications

- InfoWater Training Certificate
- Stormwater Management Inspector
- MOT



Paula A Fonseca, P.E.
Senior Engineer

Professional Summary

Paula is a Civil Engineering graduate of Florida Atlantic University with over 10 years of experience. She currently serves as a Senior Engineer and Project Manager for FTC in Boynton Beach where she is also the primary hydraulic modeler for the firm. Paula has performed and overseen design work using AutoCAD, GIS, and InfoWater 8.lv and has worked on various utility improvement projects for cities, counties and other municipalities. These have included water main, force main, directional drilling, aerial crossings and hydraulic modeling projects. In addition, she has worked with neighborhood improvement projects and utility coordination projects for various utility districts which have included water and sewer design and permitting, hydraulic modeling, and master planning projects.

Education

B.Sc. Civil Engineering, Florida Atlantic University, Boca Raton, FL - 2008

Professional Experience

- **Senior Engineer** - Florida Technical Consultants, Boynton Beach, FL
2020 to present (2 years)
- **Senior Engineer** - Chen Moore & Associates, West Palm Beach, FL
2011 to 2020 (9 years)

Registration - Professional Engineer, State of Florida, 2014 (#77711)

Affiliations

- American Society of Civil Engineers (ASCE) Certifications
- Stormwater Management Inspector
- ESRI Creating and Editing Geodatabases Topology with ArcGIS Desktop ESRI Working with Map Algebra
- InfoWater Modeler and Training Certificate
- ESRI 3D Analysis of Surfaces and Features using ArcGIS 10



Matthew Davis
Project Analyst

Professional Summary

Matt has a proven track record in developing and implementing GIS policies, open data software, advanced analysis systems, and architecture deployment of digital content. He's highly adept at delivering innovative initiatives, conducting site visits, providing predictive analysis, and executing improvement strategies focused on quality and consistency. Matt is skilled in monitoring budgets and drafting funding, resourcing, and status reports and he's considered an expert in leading, training, and empowering technical teams. Matt has been instrumental in building productive relationships with clients, technologists, businesses, and stakeholders. He brings to the table a strong background in Fast, Agile, Urban design processes, and technology implementation.

Education

Master of Engineering in Engineering Management, University of Colorado, CO - 2024
 B.Arts, McMaster University, Hamilton, Ontario - 2018
 Certificate in Visualizing Data, New York University Stern School of Business, NY - 2020
 Post Graduate Certificate in GIS, Fanshawe College, London, Ontario - 2011
 Diploma in GIS and Urban Planning Technology, Fanshawe College, London, Ontario - 2007

Professional Experience

- **Project GIS Analyst** - Florida Technical Consultants, Boynton Beach, FL
2022 to present (1 year)
- **Strategic Innovation Officer** - City of Hallandale Beach, FL
2019 to 2022 (3 years)
- **GIS Coordinator** - City of Lake Worth, Lake Worth, FL
2018 to 2019 (2 years)
- **Senior GIS Technologist Haldimand County** - Haldimand County, Cayuga, Ontario
2010 to 2018 (8 years)

Affiliations

- Urban and Regional Information Systems Association (URISA)
- United States Geospatial Intelligence Foundation (USGIF)
- GIS Certification Institute (GISCI) - GISP designation expected December 2022
- Atlantic Association of Geomatics and Planning (AAGP)
- American Institute of Certified Planners (AICP)



Brian Sovik
Project Manager

Professional Summary

Brian has been working with Asset Management and GIS technologies since 1993 and is currently FTC's Client Services Manager for Western Florida. He is a seasoned Project Manager with real-world experience working with dozens of clients throughout the United States and the Caribbean. Brian has demonstrated strong management skills and with successful past experience managing contracts. This has included managing overall task and subconsultant budgets; reporting on budget and schedule; ensuring timely and accurate invoicing; ensuring high quality timely work products; providing timely notice and documentation of changes; coordinating subconsultants; communicating on project activities; and being the primary point of contact and communication for projects.

Education

B.A. Geography, Bowling Green State University, Bowling Green, OH - 1996

MPA International Affairs, Bowling Green State University, Bowling Green, OH - 1996

M.A. Geography, Arizona State University, Tempe, AZ - 2013

Professional Experience

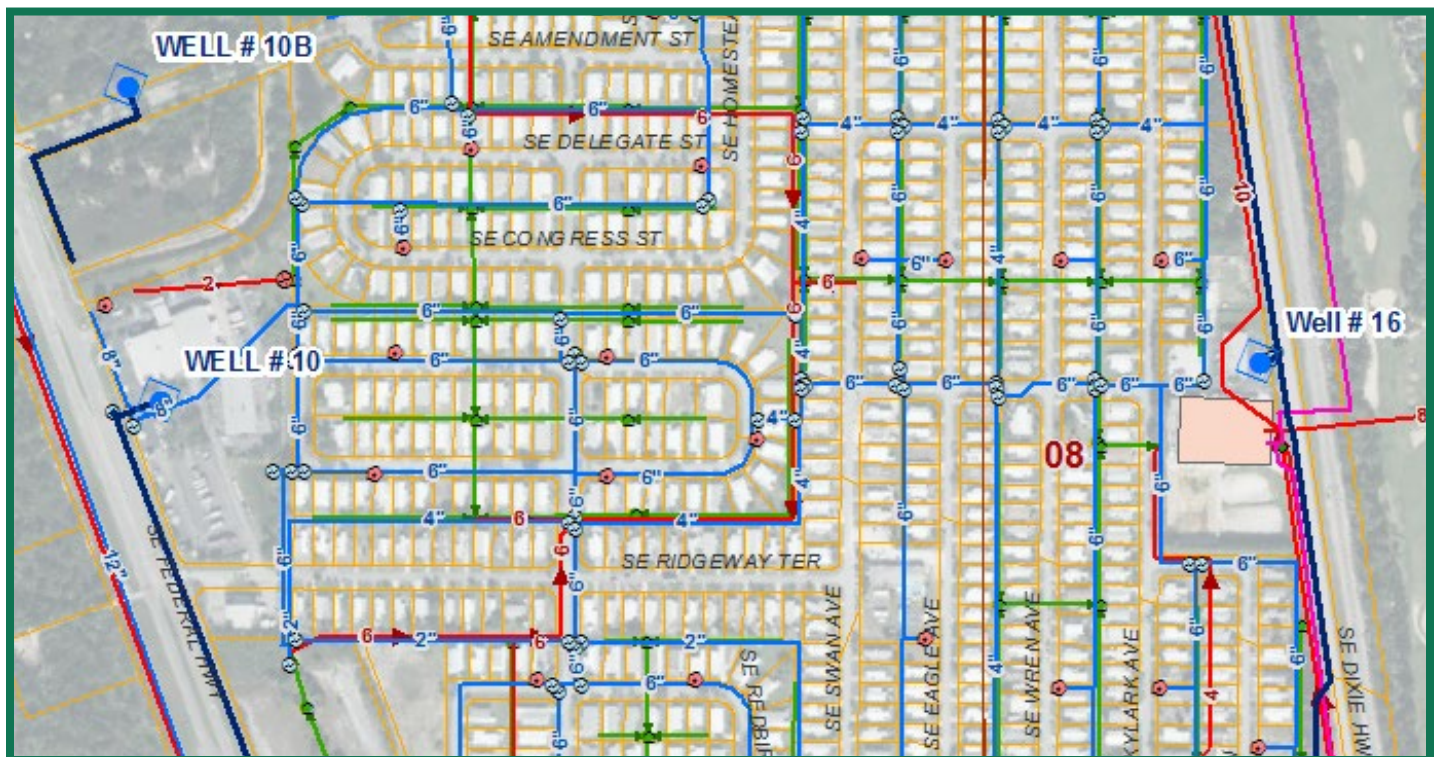
- **Project Manager** - Florida Technical Consultants, Boynton Beach, FL
2022 to present (1 year)
- **Vice President** - Data Transfer Solutions, LLC, Orlando, FL
2011 to - 2022 (11 years)
- **GIS Manager** - AMEC, Phoenix, AZ
2005 to 2011 (6 years)
- **GIS Regional Manager** - Geographic Technologies Group, Boynton Beach, FL
2002 to 2005 (3 years)

The following is a summary of some of the major projects completed by FTC which demonstrate experience and expertise with projects of similar size and scope.

South Martin Regional Utility (SMRU)

Address: 9000 SE Athena St, Hobe Sound, FL 33455
 Phone: 772-545-0171
 Fax: 772-546-6378
 Contact Person: Stuart Trent, Public Works Director
 Project Dates: May 2015 to present
 Contract Award Value: \$115,000.00

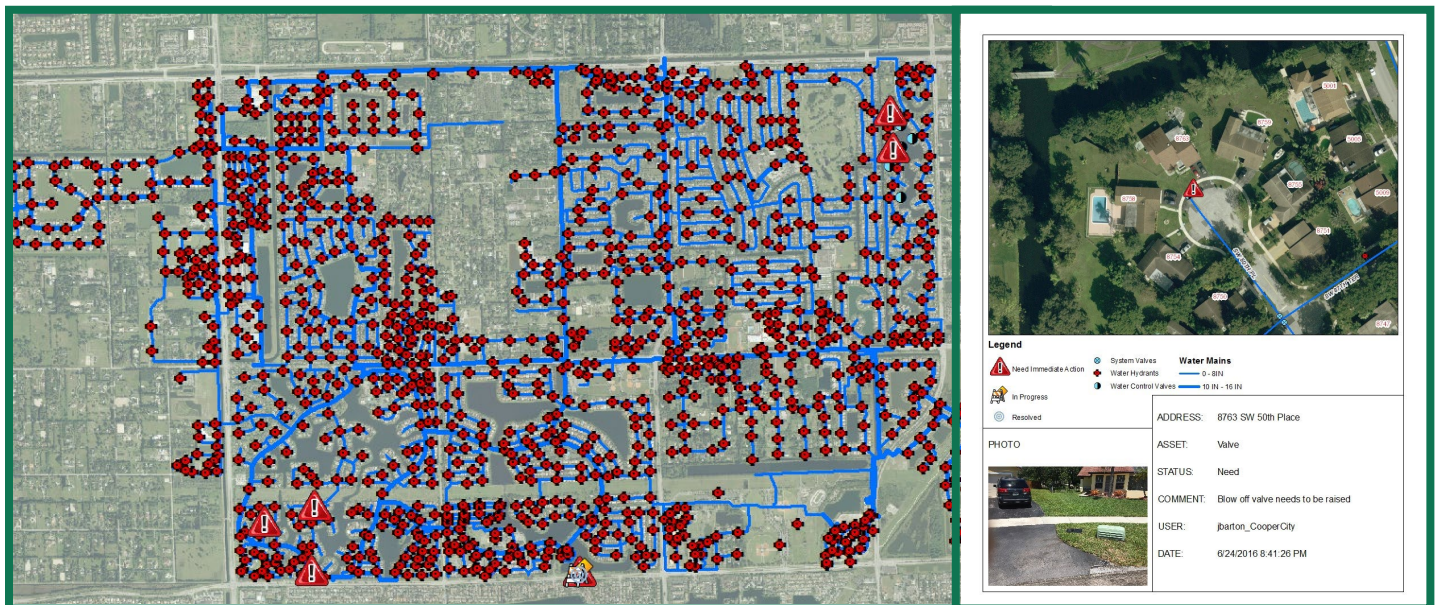
Project Summary: For this project FTC converted the client's entire utility Atlas to GIS which included both water and sewer systems. The process was complicated by the fact that some of the existing CAD parcel data was incorrect which in cases necessitated field verification. To facilitate this field verification FTC developed mobile apps in ArcGIS in order to validate the data in the field.



Cooper City Utility Department

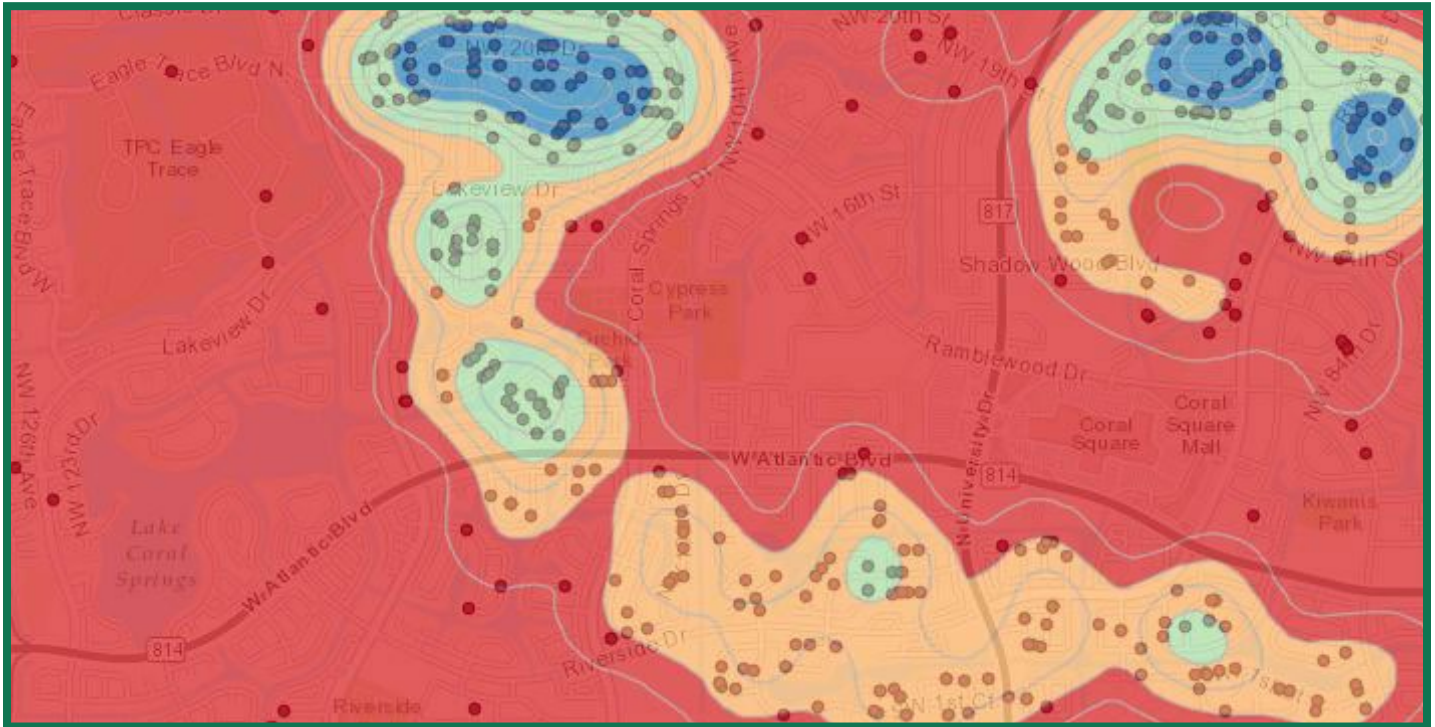
Address: 11791 SW 49th St., Cooper City, Florida 33330
Phone: 954-434-5519
Fax: 954-680-3159
Contact Person: Chad Bergeron, Utilities Director
Project Dates: Oct. 2014 to present
Contract Award Value: \$200,000.00

Project Summary: This is a large and ongoing project in which FTC converted Cooper City's entire CAD Atlas to GIS. The systems included are water, sewer and drainage. In addition, FTC has set up geometric networks which were run for valve isolation and capacity analysis. Other activities included coordinating hydrant labels for the Fire Department and tracking the progress of the contractor who was responsible for the ongoing valve turning contract. Online ArcGIS applications were also developed, and Cooper City's Utilities' staff was trained to update and verify features as well as track emergency utility repairs.



Address: 10300 NW 11th Manor, Coral Springs, FL 33071
Phone: 954-796-6608
Fax: 954-757-4850
Contact Person: Curt Diggins, CSID Supervisor
Project Dates: Oct. 2015 to present
Contract Award Value: \$40,000.00

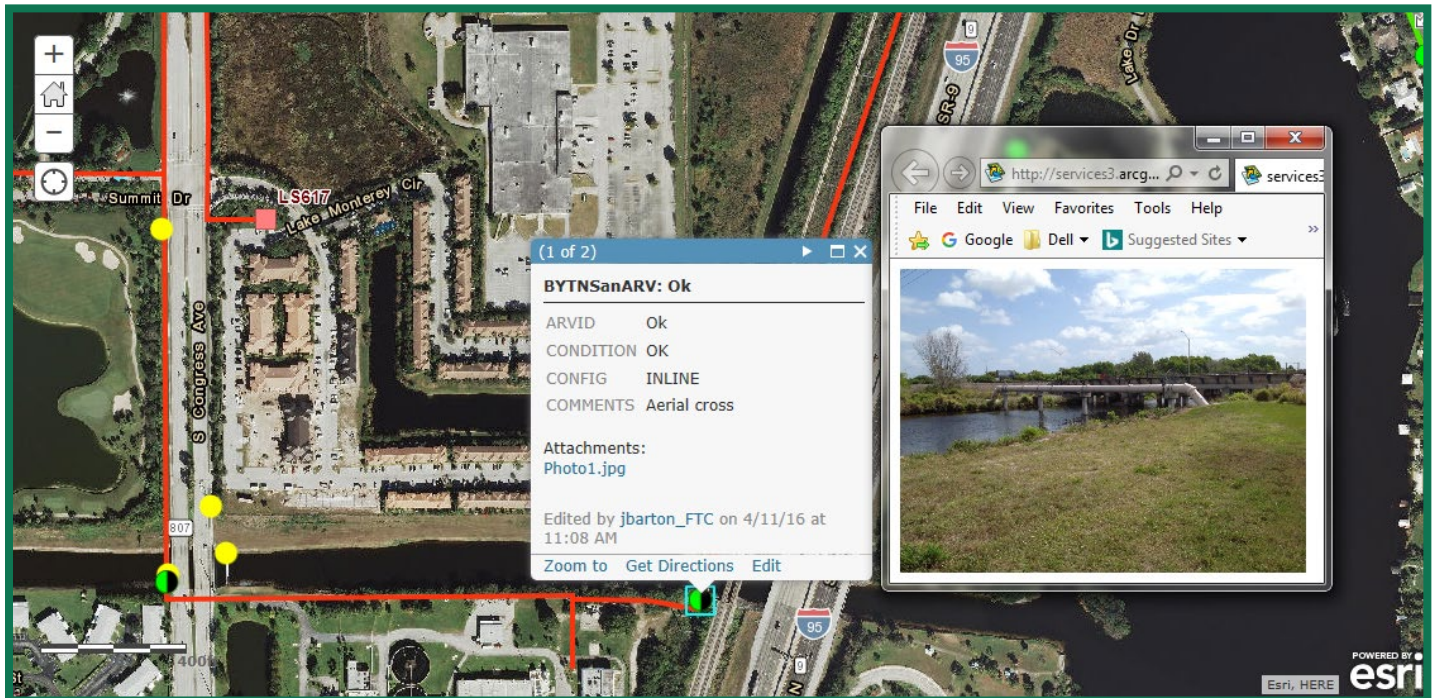
Project Summary: FTC provided the client with data setup services and training so that the client's staff was able to collect and input their data directly into their GIS program. In addition, FTC's services included mapping of water main breaks with a density analysis being carried out to prioritize replacement. Also, staff was trained in the use of ArcGIS for both field and desktop applications.



City of Boynton Beach Utilities Department

Address: 124 E. Woolbright Rd., Boynton Beach, FL 33435
Phone: 561-742-6403
Fax: 561-742-6090
Contact Person: Waneya Bryant, Manager of Asset Management Systems
Project Dates: Dec. 2016 to present
Contract Award Value: \$150,000.00

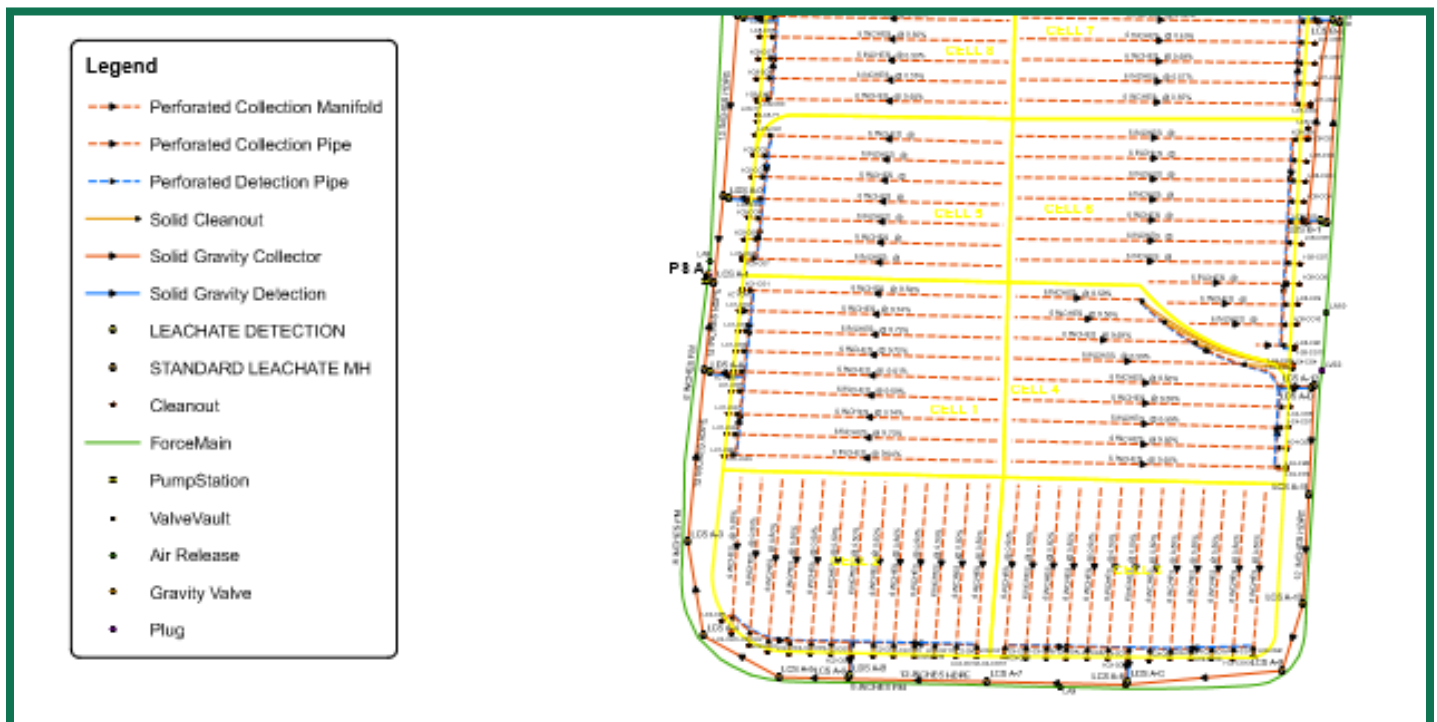
Project Summary: FTC created a GIS data set to support modeling of the potable water, sanitary sewer, reclaimed water and stormwater systems. Several sources of existing data were merged and topologically cleaned for snapping and node creation. Elevations were extracted and used to populate nodes. In addition, ArcGIS applications were developed and the client's staff were trained to inventory and field verify the various systems' features.



Solid Waste Authority of Palm Beach County (SWA)

Address: 7501 N. Jog Road West, Palm Beach, FL 33412
 Phone: 561-640-4000
 Fax: 561-640-3400
 Contact Person: Josephine Rudd, GIS Director
 Project Dates: Sept. 2020 to present
 Contract Award Value: \$50,000.00

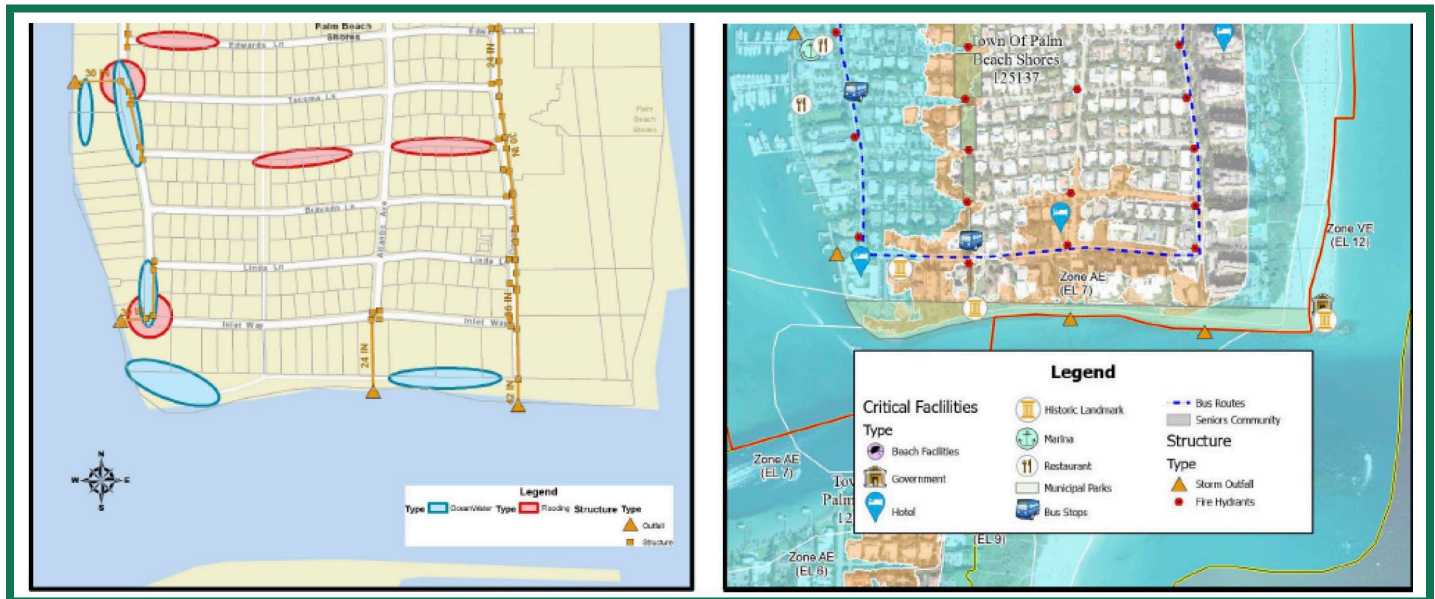
Project Summary: For this project FTC converted the client's entire utilities CAD Atlas to GIS while working as a subcontractor for another company. The utility systems which were converted to GIS included the water, sewer, drainage, leachate, electrical, and gas well monitoring systems. Several methods were also used to map well monitoring values in order to visualize trends. FTC is now training SWA staff in converting CAD drawings to GIS and in maintaining the overall GIS systems.



Town of Palm Beach Shores

Address: 247 Edwards Lane, Palm Beach Shores, FL 33404
Phone: 561-844-3457
Fax: 561-863-1350
Contact Person: Alan Welch, Public Works Director
Project Dates: Sept. 2014 to present
Contract Award Value: \$50,000.00

Project Summary: FTC was the Town Engineer supporting many initiatives focused on stormwater improvements. The first was an engineering project installing 42 inch stormwater pipes along East Ocean Ave., removing a system bottleneck and eliminating a serious flooding issue. FTC then inventoried and created GIS data for all Town infrastructure. This data was used to create Storm Water Master Plan components and support a Vulnerability Assessment for future grants.



Certificate of Qualifications

CERTIFICATE OF QUALIFICATIONS
Consultants Competitive Negotiation Act (CCNA)

This certificate is awarded to

Florida Technical Consultants, Inc.

105 – Storm Sewer Design
106 – Water Dis/Sewer Collect/System & Force Main Design
119 – Civil Engineering

EST. 1994

City of West Palm Beach

[Signature]
Procurement Official

February 25, 2023
Expiration Date

Certified Business Entity (CBE) Certification



West Palm Beach Small Business Certification

SMALL BUSINESS CERTIFICATION
The City of West Palm Beach's Small Business Program

Certifies that

FLORIDA TECHNICAL CONSULTANTS, LLC

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Product are covered under this certification:


- Geographic Information Systems (GIS)
- Mapping Services, Digitized, Cartography
- Engineering Services, Professional: Civil, Highways; Streets; Airport Pay-Parking Lots – Engineering
- Waste Water Treatment, Water Supply

Issued by the City of West Palm Beach for a three year period January 7, 2022 to January 6, 2025

[Signature]
Frank Hayden
Director Office of Equal Opportunity

Certificate Vendor Number: 1052651

South Florida Water Management District SBE

 **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

June 25, 2021

REGISTERED VENDOR NO.: 122171

Mr. James Barton, P.E., President
Florida Technical Consultants, LLC
P.O. Box 850
Boynton Beach, FL 33425

CERTIFICATION EFFECTIVE DATE:
June 30, 2021

CERTIFICATION EXPIRATION DATE:
June 30, 2024

Dear Mr. Barton:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Mapping and Geographical Information Systems (GIS) & Professional Engineering Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Joni Lynn Fox
Sr. Contract Compliance Specialist
Procurement Bureau

JLF

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

Palm Beach County SBE Certification

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Florida Technical Consultants, LLC.

Vendor # **VS0000002820**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from
June 30, 2021 to June 29, 2024

The following services and/or products are covered under this certification:

Civil Engineering; Highways; Streets; Airport Pay-Parking Lots Engineering; Mapping Services, Digitized, Cartography; Waste Water Treatment Engineering; Water Supply, Treatment, and Distribution/Engineering

[Signature]
Allen Gray, Manager
05/04/2021


Palm Beach County Board of County Commissioners
Dave Kriner, Mayor
Robert S. Westcott, Vice Mayor
Marta G. Marino
Craig A. Wines
Marta A. Sachs
Melissa McKinlay
Mack Bernard
County Administrator
Veronica C. Baker



Statement of Workload

Florida Technical Consultants LLC (FTC) currently has a GIS consulting workload which includes ongoing projects for many local municipalities and governmental agencies in South Florida including Cooper City, Coral Springs Improvement District, Westlake, Deerfield Beach, Miami Gardens, Key Largo and Hollywood. FTC's current staffing levels are more than adequate to meet this current workload as well as provide SMRU the highest level of GIS consulting services it would require. If awarded a contract by SMRU, FTC's staff would work diligently to complete all assigned work and projects on a timely basis.



Statement of Meeting Time and Budget Requirements

FTC is dedicated to meeting all time and budget requirements for all tasks awarded by SMRU and the Town of Jupiter under the scope of this RFQ. FTC would be pleased to provide a list of references of current and former clients who can verify FTC's commitment to completing all work and projects on time and within budget.



Disclosure of Conflict of Interest Key Personnel

To Whom It May Concern:

Please be advised that no member of the ownership, management, nor any staff member of Florida Technical Consultants LLC (FTC) has any vested interest or conflict of interest in any aspect of or Department of the Town of Jupiter Island.

AFFIDAVIT Under penalties of perjury, I swear that the preceding statement is true and correct to the best of my knowledge. I also acknowledge that any material misrepresentation will be grounds for termination for default of any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Name of Proposer Florida Technical Consultants, LLC

Authorized Signatory [Signature]

Typed or Printed Full Name James Barton, P.E., LEED AP

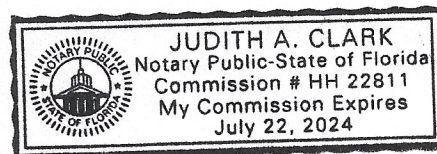
Title President Date 12/20/2022

STATE OF FLORIDA COUNTY OF Palm Beach The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/20/2022 (date) by James Barton, P.E. (name of officer or agent, title of officer or agent) of Florida Technical Consultants (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed, or

stamped My Commission Expires: 07/22/2024



Addendum #1



South Martin Regional Utility
SMRU CONTINUING GIS CONSULTING SERVICES
RFQ 2023-02 **Addendum No. 1 (7 pages)**



Addendums to this solicitation state additional information that must be considered as part of the proposal for construction services and to disseminate any questions asked during the Q&A period. Additionally, any changes to bid documents are noted by addendum and it is up to the bidder to take corrective measures to amend his document to maintain relevant bidding information.

All addendums will be distributed via email and must be printed, initialed, and attached to the bid at the time of presentation to the Town. This addendum is the final addendum and the only one which will be issued as part of the bid process.

Please review the information below carefully before presenting your bid:

- 1.) Please find the attached sample contract to be included by attachment to the original solicitation for GIS Services.

APPENDIX 1

SAMPLE SERVICES CONTRACT

AGREEMENT

FOR CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

THIS AGREEMENT with an Effective Date, as defined below, by and between the Town of Jupiter Island, (“Owner”), mailing address: 2 Bridge Road, Hobe Sound, FL 33455, and _____, mailing address: _____, Phone number: _____ (hereinafter referred to as “Contractor”).

RECITALS

A. In response to SMRU RFQ 2023-02 (the “RFQ”), Contractor submitted a response (the “RFQ Response”) for Continuing Geographic Information System Consulting Services (“Services”); and

B. Town has determined that Contractor’s RFQ Response provides the best value to Town, and Town wishes to enter into an agreement for Services with Contractor; and

D. Contractor agrees to perform the Services for Town under the terms and conditions set forth in the RFQ, the RFQ Response and this agreement and the attached exhibits (collectively, the “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Services to Owner in accordance with the terms of this Agreement.

1. Term. The term of this Agreement commences on execution of this Agreement by Owner (the “**Effective Date**”) and continues for a term of four (4) years with two (2) one-year renewal option for a total of six (6) years. Time is of the essence in the performance of this Agreement.

2. Compensation. The compensation rates and terms set forth in Exhibit A and attached to this Agreement will be applicable during the term of this Agreement, as adjusted pursuant to the terms of the Agreement.

3. Service Requests.

A. No service requests under this Agreement are authorized upon execution of the Agreement. The Owner shall initiate requests for service by providing Contractor with a written service request (a “**Service Request**”).

B. Each Service Request will set forth, among other things, the following:

- i. The scope of service request requested;
- ii. The time and schedule of service;
- iii. The method and amount of compensation as set forth in Section 3 above;
- iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The services to be rendered by Contractor shall commence after the execution of each Service Request. Contractor's work shall be performed, completed and submitted to Owner as specified in the Service Request.

D. The terms and conditions of this Agreement shall be incorporated within and made a part of each Service Request.

4. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

5. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be e-mailed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: mventura@tji.martin.fl.us

For notices and communications to Contractor:

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until received.

6. Agreement Documents. Contractor agrees to complete all work in accordance with the Agreement Documents. The term “Agreement Documents” shall include all the terms and conditions and Work requirements contained in this Agreement, on Owner website(s), and the following documents, all of which taken together are incorporated herein and form the Agreement Documents. The Agreement constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The terms and conditions of the RFQ is incorporated herein and made a part of this Agreement, together with the Owner’s Contractor General Conditions. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Agreement Documents. For convenience sake, all of the Agreement Documents are not be attached to Agreement, but the indicated documents make up the Agreement Documents and are incorporated into the Agreement, regardless of whether they are attached.

7. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

9. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach under this Agreement.

10. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.

11. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current RFQ Responseder’s Qualifications Statement/Statement of Business Organization.

12. Termination. Owner may terminate this Agreement upon written notice to Contractor. Contractor’s sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Request performed through the date of termination, which Service Requests terminate with the termination of the Agreement.

13. Allotment of Service Requests to Contractor. Owner, through its designated representative, shall, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise RFQ Response and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.

14. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Martin County, Florida.

15. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon notice to Contractor.

16. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

17. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

18. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is listed in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including,

without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”).

19. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors’ compliance with this requirement to Owner upon Owner’s request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

20. Public Records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____

Whitney D. Pidot

Its Mayor

(TOWN SEAL)

Date: _____

[CONTRACTOR]

By: _____

Name:

Its: