



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JULY 15, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

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

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

Order of Business for Quasi-Judicial Hearings:

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

PUBLIC HEARING

1. **Resolution 89-25**, Approving the Truth in Millage for the preliminary millage rate for fiscal year 2026.

PROCLAMATION

2. Parks and Recreation Month – July 2025 – Ms. Kristin George, Director of Parks and Recreation.

PRESENTATION

3. Palm Beach North Chamber of Commerce Presentation.

4. Jupiter Fire Rescue Update (JFRD) update.

CITIZEN COMMENTS

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

MINUTES

5. June 17, 2025, Town Council Meeting Minutes and June 18, 2025, Town Council Workshop Meeting Minutes.

CONSENT AGENDA

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

PUBLIC HEARING

6. **Resolution 74-25**, *Quasi-judicial*, Smash HQ - Special Exception application for a business office exceeding 2,500 square feet, on a 2.2± acre property, located at 1251 Jupiter Park Drive, Suite 12.

PUBLIC BUSINESS

7. **Resolution 56-25**, Sawfish Bay Park approval of Work Order #40 with CGA to design a replacement seawall and new flushing channel at Sawfish Bay Park in an amount not to exceed \$257,238.16.
8. **Resolution 68-25**, Approving a contract to Allied Universal Corporation for Supplying Liquid Chlorine (W2604A) for an amount of \$1,546.90 per ton.
9. **Resolution 69-25**, Approving a contract to Shrieve Chemical Company, LLC for Supplying Sulfuric Acid (W2604B) for an amount of \$228.20 per ton.
10. **Resolution 70-25**, Approving a contract to Brenntag Mid-South, Inc. for Supplying Sodium Hydroxide (Caustic) (W2604C) for an amount of \$677.00 per dry ton.
11. **Resolution 71-25**, Approving a contract to Carus LLC for Supplying Corrosion Inhibitor (W2604D) for an amount of \$0.81 per pound.
12. **Resolution 72-25**, Approving a contract to Tanner Industries, Inc. for Supplying Anhydrous Ammonia (W2604G) for an amount of \$1.01 per pound.

13. **Resolution 73-25**, Approving a contract to Allied Universal Corporation for Supplying Sodium Hypochlorite (W2604H) for an amount of \$1.66 per gallon.
14. **Resolution 82-25**, Approving the award of contract for the North Pennock Lane Sidewalk and Drainage Improvements to BDI Marine Contractors, LLC. in the amount not to exceed \$568,560.
15. **Resolution 90-25**, Authorizing an Irrevocable Standby Letter of Credit through Wells Fargo relating to roadwork by the Town on an FDOT road.
16. **Resolution 92-25**, Approving the award of Contract EPW 2025-24, for Public Works Storage Building Phase II, Building B, to Ahrens Enterprises, Inc. d/b/a Ahrens Companies in an amount not to exceed \$1,098,251.00.
17. Approving Town Council Second Budget Workshop Meeting, August 13, 2025 at 6:30 PM. #
18. Approving a purchase order to Merichem Technologies, LLC for FY2026 Reverse Osmosis Odor Control Treatment Chemicals (W2604J) for an amount of \$1.58 per pound.
19. Approving a purchase order to Village of Tequesta for reimbursement of construction and engineering services for the Dover Ditch Living Shoreline project (S2418) for an amount of \$76,057.96.
20. Approving Councilor Malise Sundstrom to be the Town's Voting Delegate at the Florida League of Cities Annual Business Meeting, August 16, 2025.

REGULAR AGENDA

PUBLIC HEARING

21. **Ordinance 13-25, First Reading**, Amending Chapter 20, Article V, of the Town's Municipal Code Pertaining to Backflow Prevention and Cross-Connection Control of the Town's Water System (Second Reading 8/7/25).

ROUNDTABLE

22. Discussion of the Parks and Recreation Athletic Facility Usage Policy and Proposed Fee Schedule.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

Thursday, August 7, 2025, 7pm - Town Council Chambers

Tuesday, August 19, 2025, 7pm - Town Council Chambers

NOTICE

*Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.

www.jupiter.fl.us/Live

*Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings

= no materials attached *revisions may occur*

www.jupiter.fl.us

***Section 2-64; Decorum, disturbing meeting:**

While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

***Note:** Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.*

TOWN OF JUPITER
Resolution 89-25: Truth in Millage (TRIM) for Fiscal Year 2026



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution #89-25: Truth in Millage (TRIM) for Fiscal Year 2026

EXECUTIVE SUMMARY

The Town of Jupiter must advise the Property Appraiser's Office and the State of Florida on or before July 30, 2025 of the preliminary 2026 millage rate for the Town. Staff is recommending that the Town Council approve a TRIM rate that is equal to the 2025 millage rate of **2.3894** mills. This rate will be submitted to the State in accordance with the requirements of the Truth In Millage (TRIM) regulations. The TRIM rate, once adopted and noticed to the citizens, is the maximum rate that the Town can ultimately assess our residents when the Town's adopts the final budget in September. The Council will have the option of reducing the TRIM rate during the two public hearings which are held in September.

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

ANALYSIS

The Town continues to operate in the most fiscally responsible manner with the goal of maintaining the operating portion of our millage rate. The assessed property values in the Town have increased from \$17,242,524,127 in 2025 to \$18,476,101,575 in 2026 including new construction. This increase in valuation of \$1,233,577,448 or 7.15% includes new construction of \$105,476,071 which accounts for .061% of the total increase in valuation.

The proposed flat millage rate of 2.3894 is 6.34% higher than the State rollback rate of 2.2470. The flat millage rate is projected to generate approximately \$2,630,997 more in ad valorem taxes than the rollback rate. It is important to note that the rollback rate does not take into account population growth increases in services generated by new infrastructure completed or inflationary cost.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Strong Local Economy

ATTACHMENTS

1. FY2026 Set TRIM Presentation
2. Res 89-25 TRIM

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

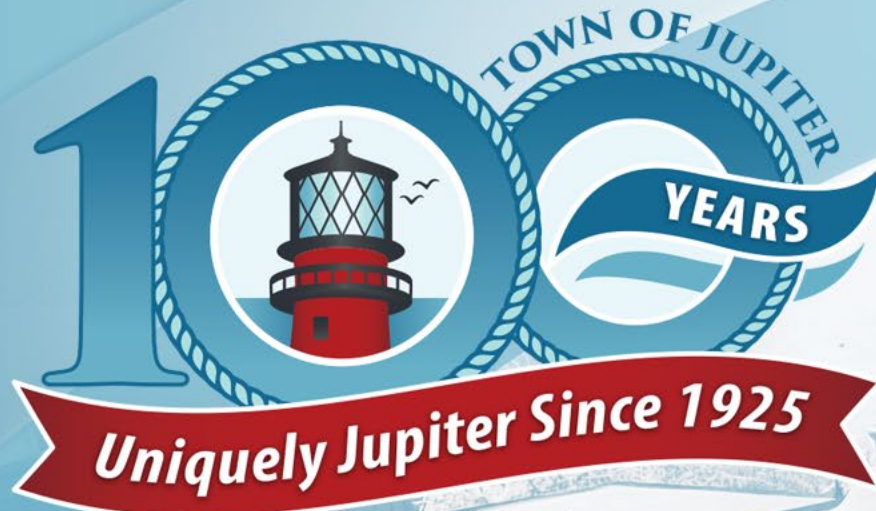
Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Finance Director at
scottr@jupiter.fl.us or 561-741-2327.

TOWN OF JUPITER



Fiscal Year 2026 TRIM – Truth In Millage Town Council Meeting July 15, 2025

CENTENNIAL
CELEBRATION
1925 - 2025

Property Valuation Increase

FY 2026 Valuation	\$ 18,476,101,575
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FY 2025 Valuation	<u>17,242,524,127</u>
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Increase	<u><u>\$ 1,233,577,448</u></u>
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New Construction	\$ 105,476,071	0.61%
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Valuation Increase	<u>1,128,101,377</u>	<u>6.54%</u>
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	<u><u>\$ 1,233,577,448</u></u>	<u><u>7.15%</u></u>
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Note: Property value increases capped at 3% for homesteaded property per Save our Homes limitations for 2026



Proposed Millage Rate Compared to Rollback

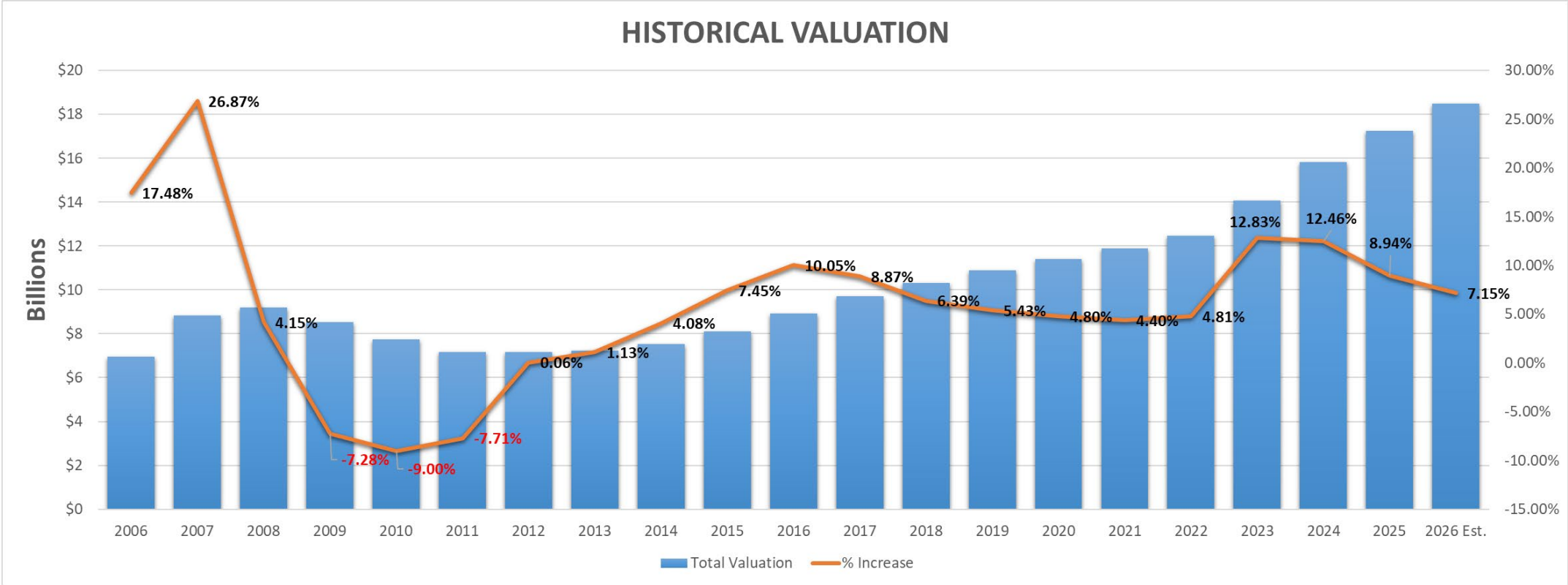
Taxes Collected @ 95% Collection Rate

2026 Proposed Rate @ 2.3894	\$44,146,797
2026 Rollback Rate @ 2.2470	\$41,515,800
Proposed Rate over Rollback	\$2,630,997

The rollback rate would generate the same amount of ad valorem tax revenue as the previous year.



Historical Valuation vs Rate of Increase



Tax Dollars Paid to the Town of Jupiter

Homes valued at \$750,000 & \$500,000 in 2025... Town of Jupiter Annual Taxes

Flat Millage

	----- \$750,000 -----			----- \$500,000 -----		
	2025 Taxes (2.3894)	2026 Taxes at proposed budget rate of 2.3894	Difference	2025 Taxes (2.3894)	2026 Taxes at proposed budget rate of 2.3894	Difference
Homesteaded Property	\$1,672.58	\$1,726.34	\$53.76	\$1,075.23	\$1,111.07	\$35.84
Non - Homesteaded Property	\$1,792.05	\$1,920.18	\$128.13	\$1,194.70	\$1,280.12	\$85.42

	----- \$1,000,000 -----		
	2025 Taxes (2.3894)	2026 Taxes at proposed budget rate of 2.3894	Difference
Commercial Property:	\$2,389.40	\$2,560.24	\$170.84

Note: Excludes County, School District, and other Special Taxing District items on your tax bill. Assumes a 7.15% increase in non-Homesteaded property values, and the homesteaded property cap of 3.00% per Save our Home limitations for 2025.



Recommendation

- Staff recommends the Town Council approve Resolution 89-25 which sets the TRIM at a flat millage rate of 2.3894 for reporting to the State of Florida and setting September 4, 2025 as the date for the first public hearing.



Questions

RESOLUTION NO. 89-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, ADVISING THE PALM BEACH COUNTY PROPERTY APPRAISER'S OFFICE OF THE TOWN'S PRIOR YEAR MILLAGE RATE, ITS UPCOMING FISCAL YEAR'S PROPOSED MILLAGE RATE, ITS CURRENT FISCAL YEAR'S ROLLED-BACK OR ROLL-UP MILLAGE RATE AND THE DATE, TIME AND PLACE OF THE TOWN COUNCIL'S FIRST PUBLIC HEARING ON THE MILLAGE RATE.

WHEREAS, the Town of Jupiter, Florida ("Town"), is a municipality, with those powers and responsibilities as enumerated by Chapter 166, F.S., the Florida Constitution, and the Town Code and Charter; and

WHEREAS, a preliminary operating budget, including the operations of the water and stormwater utilities have been duly prepared by the Town Manager; and

WHEREAS, the Town Council held a workshop and discussed in detail the fiscal year 2025/2026 operating budget on June 18, 2025; and

WHEREAS, the rolled-back millage rate computed by the Town of Jupiter pursuant to Section 200.65, F.S. and the instructions furnished by the Palm Beach County Property Appraiser for the fiscal year 2025-2026 is 2.2470 mills; and

WHEREAS, pursuant to the effective date of this Resolution, the Town Council hereby advises the Palm Beach County Property Appraiser that the proposed millage rate required to fund the Town's tentative budget for the fiscal year 2025 – 2026 is 2.3894 mills; and

WHEREAS, the percentage by which the above specified millage rate to be levied by the Town of Jupiter is greater than the rolled-back rate by 6.34%; and

WHEREAS, the proposed millage rate will result in an amount of ad valorem taxes to be raised and collected by the Town of Jupiter for municipal purposes and expenses for the fiscal year beginning October 1, 2025 and ending September 30, 2026, to-wit:

Under the rollback millage rate: \$41,515,800

Under the proposed millage rate: \$44,146,797

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

Section 1. The whereas clauses are hereby incorporated as true and correct and are incorporated herein.

Section 2. The Town Council hereby advises the Palm Beach County Property Appraiser through the Town's filing of the required State of Florida Department of Revenue forms that: the prior fiscal year millage rate was 2.3894; the upcoming fiscal year proposed millage rate is 2.3894; the current year roll-back or roll-up rate is 2.2470; and the date, time and place of the first public hearing of this millage rate will be at 7:00 PM in the Jupiter Town Council Chambers located at 210 Military Trail, Jupiter Florida on September 4, 2025.

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

Small Business Resources

Palm Beach North Chamber of Commerce
and
Small Business Development Center at Florida Atlantic University



at





Noel Martinez
President & CEO
Palm Beach North Chamber
of Commerce



PALM BEACH NORTH
CHAMBER OF COMMERCE

Chamber Mission & Values

“Foster a partnership of private, public, education, and civic organizations working together to ensure Palm Beach North is Florida’s Prosperity Coast®”



Prosperous
Economy



High Quality
of Life



Regional
Leadership



Resilient &
Connected Region



**LOCAL BUSINESS
RESOURCE CENTER**
*Powered by the **Palm Beach North
Chamber of Commerce***



at





Caitlyn Bergman

Director of Strategic Initiatives Palm Beach North Chamber of Commerce



PALM BEACH NORTH
CHAMBER OF COMMERCE

Local Business Resource Center

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Serves as a centralized hub, providing invaluable support and guidance to entrepreneurs and local businesses.

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Step-by-Step Business Startup Guide

Licensing & Zoning Guides

Registration Support

Networking, Mentorship, and Local Programming



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RESOURCE CENTER**
*Powered by the **Palm Beach North
Chamber of Commerce***

Local Business Resource Center

www.PBNBiz.com

Resources & Information

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Legal Entity Setup
Municipal Business Support Programs
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Funding Navigation (Loans, Grants, etc.)
Insurance & Risk Management
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Scan here for more:



**LOCAL BUSINESS
RESOURCE CENTER**
*Powered by the **Palm Beach North
Chamber of Commerce***



Sandra D. Marin Ruiz, Ed.D.
Regional Director
Small Business Development Center at
Florida Atlantic University



Palm Beach North Small Business Development Satellite Center

Empowering Entrepreneurs and Strengthening the Business Community in Palm Beach North

Palm Beach North businesses can request the following consulting services:

- ✓ Expert & Tailored Business Guidance
- ✓ Targeted Support for Aspiring and Established Small Businesses
- ✓ Mentorship from Seasoned Business Professionals
- ✓ Access to Capital & Financial Resources
- ✓ Networking & Community Connections
- ✓ Resources from Startup to Expansion



at



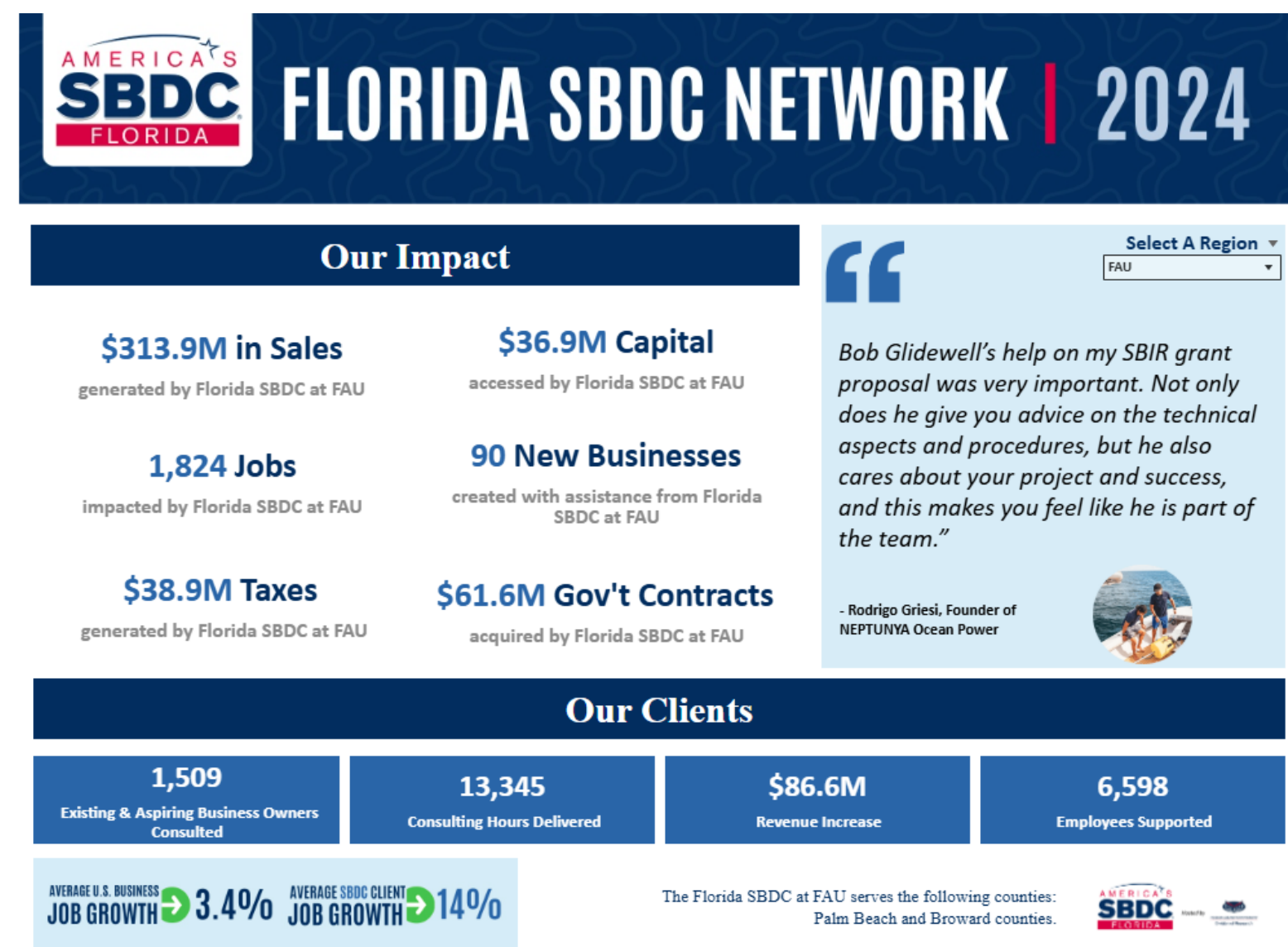
**LOCAL BUSINESS
RESOURCE CENTER**
*Powered by the **Palm Beach North
Chamber of Commerce***

SBDC at FAU

The Florida SBDC at FAU is a program of the Small Business Administration and hosted by Florida Atlantic University

Our consultants offer no-cost, one-on-one consultations.

All businesses are welcome: whether you have more than three years with more than five employees or are a pre-venture individual exploring business feasibility, SBDC can help.



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- Capital Access
- International Trade
- Export Marketing
- Disaster Recovery Plans
- Small Business Innovation Center (SBIC) & Small Business Technology Transfer Commercialization (STTR)
- Organization Development (DiSC) Assessment
- Business Tools for Research and Industry Reports

Network of Partners

- U.S. Small Business Administration
- U.S. Department of Defense
- Florida Department of Commerce
- Florida Division of Corporations

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sbdc.fau.edu



Thank You & Questions

Contacts & Information

PBN Chamber & Local
Business Resource Center

Caitlyn Bergman

✉ Caitlyn@pbnchamber.com

☎ 561-748-3954

Small Business
Development Center at FAU

Sandra D. Marin Ruiz

✉ smarinruiz@fau.edu

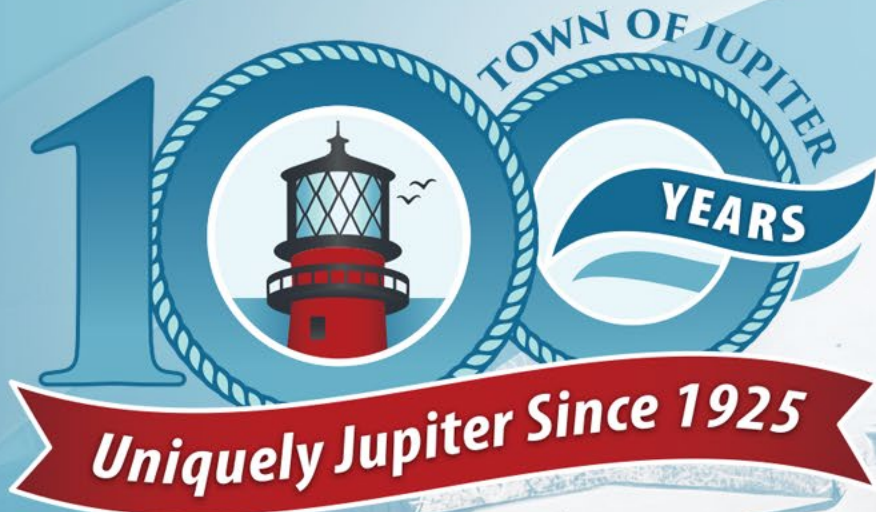
✉ sbdc@fau.edu

☎ 954-762-5235



at





TOWN OF JUPITER

Fire Rescue Update

July 15, 2025



CENTENNIAL
CELEBRATION
1925 - 2025

Jupiter Fire Rescue Update

- Next year, the Jupiter Fire Rescue Department will begin providing fire and emergency medical services to the community.
- Three items for tonight's update:
 - Jupiter Fire Rescue's EMS Service Provider License
 - JFRD Firefighter/EMT Sponsorship Program
 - Fire Station Construction



EMS Service Provider License

- June 10, 2025 - the Palm Beach County Commission unanimously approved our COPCN application to begin October 1, 2026.
- Applied for our EMS Service Provider License through the Florida Department of Health. Anticipate approval in the next few weeks.

JFRD Sponsorship Program

- Five Town of Jupiter employees selected as part of the JFRD FF/EMT Sponsorship Program
- June 22 – attended orientation at Palm Beach State College, finishing up remaining requirements
- Begin EMT school in August
- Sharing program details with other fire rescue agencies

Fire Station Construction

- Piatt Place – Rebar to be delivered, inspections will be conducted, and footers will be poured in preparation for vertical construction.
- Cinquez – The access road north of the site has been completed, and foundation work is ongoing.
- On schedule and on budget

The Jupiter Fire Rescue Department remains on schedule and on budget.





**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JUNE 17, 2025**

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

ROLL CALL: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Phyllis Choy; Councilor Dan Guisinger; Councilor Malise Sundstrom; Acting Town Manager Kate Moretto; Town Attorney Thomas J. Baird, Town Clerk Merriane Lahmeur and Deputy Town Clerk Stephanie Proffer.

PRESENTATION

1. Jupiter Fire Rescue Department (JFRD) Update.

Fire Chief Darrel Donatto gave a brief update which included the Certificate of Public Convenience and Necessity (COPCN); transition plan; fire stations construction; and how the department remained on schedule and on budget.

Mayor Kuretski thanked Fire Chief Donatto for the update.

Councilor Sundstrom thanked Fire Chief Donatto and acknowledged the fact that the Town receiving the COPCN was a major milestone and took a lot of work.

Vice-Mayor Delaney stated it was a huge milestone to get the COPCN and appreciated Staff staying on schedule and on budget.

Fire Chief Donatto acknowledged Division Chief Tim Roche for being instrumental in putting together a perfect package for submittal of the COPCN.

MINUTES

2. June 3, 2025 Town Council Meeting Minutes.

Vice-Mayor Delaney moved to approve June 3, 2025 Town Council Meeting Minutes, as amended; seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

CONSENT AGENDA

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

- Councilors Guisinger and Sundstrom pulled item 3.

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

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

PUBLIC HEARING

3. **Resolution 52-25** *Quasi-Judicial* - Jupiter Community Park (JCP) Utility Building - Site plan application to construct a one-story electrical/ generator building with park restrooms located at 1201 Island Way. **MOVED TO REGULAR AGENDA**

PUBLIC BUSINESS

4. **Resolution 57-25**, Approving the Town of Jupiter 2025-2026 Community Development Block Grant (CDBG) Action Plan in the amount of \$312,843.
5. **Resolution 59-25**, Approving a Private Stormwater Improvement Grant Agreement with Jupiter Country Club HOA for \$35,285.
6. **Resolution 77-25**, FIND/ACOE Intracoastal Waterway Dredging Project – Temporary Work Area Easement Agreement within Carlin Park.
7. Approving a purchase order utilizing state term contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC (Pro Energy) for fleet and emergency standby generator fuel in an amount not to exceed \$450,000.
8. Approving a purchase order to Core & Main LP for Gate Valves and Associated Materials (W2509) for an amount of \$81,345.92.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

3. **Resolution 52-25**, *Quasi-Judicial* - Jupiter Community Park (JCP) Utility Building - Site plan application to construct a one-story electrical/ generator building with park restrooms located at 1201 Island Way.

Ex-Parte Communications:

- Mayor Kuretski, Vice-Mayor Delaney, and Councilor Choy had none.
- Councilor Sundstrom visited the site the day of the meeting and spoke with Staff earlier in the day.
- Councilor Guisinger stated he had previously visited the site and spoke with Staff.

Councilor Guisinger stated the Resolution did not include the abandoned trailer and asked Mr. Sickler if should be included.

The Deputy Town Clerk swore in one person.

Mr. John Sickler, Director of Planning and Zoning, said the intention was to remove the trailer in coordination with the Utilities and Parks and Recreation Departments. He noted the condition was not added because the removal of the trailer was outside the site area of work for the utility improvements. He noted the Administration was committed to the removal of the trailer and would work at Council's direction.

Councilor Guisinger asked if it would make sense to do the removal of the trailer at the same time as the utility's improvement. Mr. Sickler noted the removal would be included in the Utilities bid documents as an add option, and there were Capital Improvement Plan (CIP) funds in Parks and Recreation to cover the expense.

Councilor Sundstrom said she had concerns with the location of the building relative to the fields and its visibility. She asked if there would be signage for residents for the restrooms. Mr. Sickler stated he had coordinated with the Utilities and Parks and Recreations Staff, who were committed to providing wayfinding.

Councilor Sundstrom asked if the lighting would be sufficient in the winter. Mr. Sickler explained lighting was proposed for the building in compliance with Town lighting regulations. He noted that when the area was not in use, the restrooms would be locked.

Mayor Kuretski stated he visited many facilities in the past that did not have sufficient restroom facilities at parks, and appreciates Staff's forward looking to address this issue. He asked if the Parks Master Plan would incorporate future items around this area. Mr. Sickler said there were some opportunities for additional facilities in the south end of the park. He stated there was contemplation of that, which the Council will review during the Parks and Recreation Master Plan.

Councilor Sundstrom moved to approve Resolution 52-25; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

REGULAR AGENDA

PUBLIC BUSINESS

9. Approving the 2025 appointments to the Town's Boards, Committees, and Countywide Organizations.

Councilor Choy moved to approve the following appointments and reappointments to the Art Committee:

Art Committee

Ms. Erin Bolin

Ms. Ilene Adams

Ms. Christina Carr

Art Committee Alternates

Ms. Daryle DiGiacinto

Ms. Lisa Pfleger

Mr. Peter Richardson

Seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

Councilor Sundstrom moved to approve the following appointments and reappointments to the Audit Committee:

Audit Committee (1-year term)

Mr. Michael Webber

Mr. Mike Villella

Ms. Susan Present

Mr. Phillip Ameen

Mr. Sam Ulan

Seconded by Vice- Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

Councilor Guisinger moved to approve the following reappointments to the Beach Committee.

Beach Committee (serves at the pleasure of Council)

Ms. Shirley Brostmeyer - Appointed by Mayor Kuretski
Ms. Gail Whipple – Appointed by Vice-Mayor Delaney
Mr. Louis “Coke” Coakley– Appointed by Councilor Choy
Mr. Chase Malcolm – Appointed by Councilor Guisinger
Ms. Emily Johnson – Appointed by Councilor Sundstrom

Beach Committee At Large (2-year term)

Mr. Troy Holloway

Beach Committee Alternates (2-year term)

Ms. Kay Strickland
Mr. John Smith
Mr. Rick Opton

Seconded by Vice-Mayor Delaney; motion passed

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Councilor Guisinger moved to approve the following reappointments to the Construction Board of Adjustments and Appeals:

Construction Board of Adjustments and Appeals (3-year term)

Mr. Andrew Cantatore
Mr. Kevin Carter

Seconded by Councilor Choy; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Councilor Guisinger moved to approve the following appointments and reappointments to the Environmental Task Force:

Environmental Task Force (serves at the pleasure of Council)

Ms. Christina Akly– Appointed by Mayor Kuretski
Ms. Elizabeth Summers– Appointed by Vice-Mayor Delaney
Mr. Willie Puz – Appointed by Councilor Choy
Ms. Emily O’Mahoney – Appointed by Councilor Guisinger
Ms. Christa Cherry– Appointed by Councilor Sundstrom

Environmental Task Force At Large (2-year term)

Ms. Jill Watson
Ms. Taylor O’hara

Environmental Task Force Alternates (2-year term)

Ms. Kara Krueger
Mr. Nathan Shemella

Seconded by Councilor Choy; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Councilor Sundstrom moved to approve the following appointments and reappointments to the Historic Resources Board:

Historic Resources Board (serves at the pleasure of Council)

Ms. Christina Carr– Appointed by Mayor Kuretski
Ms. Debi Murray - Appointed by Vice-Mayor Delaney
Mr. Josh Liller – Appointed by Councilor Choy
Mr. Brad Mayo – Appointed by Councilor Guisinger
Ms. Christine Pinello – Appointed by Councilor Sundstrom

Historic Resources Board Alternates (1-year term)

Ms. Sara Misselhorn (First Alternate)
Mr. Chris Yerkes (Second Alternate)

Seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Vice-Mayor Delaney moved to approve the following appointments and reappointments to the Planning and Zoning Commission.

Planning and Zoning Commission (serves at the pleasure of Council)

Ms. Beth Kelso– Appointed by Mayor Kuretski
Mr. David Thompson - Appointed by Vice-Mayor Delaney
Mr. Michael Cassatly – Appointed by Councilor Choy
Mr. Robert Grabowski– Appointed by Councilor Guisinger
Mr. Kevin Kirn – Appointed by Councilor Sundstrom

Planning and Zoning Commission At Large (1-year term)

Ms. Karen Vinson
Mr. Marty Rogol

Planning and Zoning Commission Alternates (1-year term)

Mr. Paul Keenan (First Alternate)
Ms. Cynthia Blum (Second Alternate)

Seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Councilor Choy moved to approve the following appointments to the Police Pension Board.

Police Pension Board

Mr. Bjarne Borg

Seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Countywide Organizations

Loxahatchee River Coordinating Council

Vice-Mayor Delaney

Councilor Guisinger (Alternate)

Palm Beach Transportation Planning Agency

Mayor Kuretski

Vice-Mayor Delaney (Alternate)

Palm Beach County League of Cities

Vice-Mayor Delaney

Councilor Sundstrom

Councilor Choy

School Board District Liaison

Councilor Sundstrom

Councilor Guisinger (Alternate)

Issues Forum

Mayor Kuretski

Palm Beach North Chamber Government Affairs Committee

Councilor Choy

REPORTS

TOWN ATTORNEY-

- Sperry Property – Mr. Baird said he would like to arrange meetings individually with Council Members to go over the results of the most recent mediation.

ACTING TOWN MANAGER-

- Town Clerk – Ms. Moretto introduced Town Clerk Merriane Lahmeur, who came from Jacksonville.
- Employee Retirement – Ms. Moretto congratulated Lindsay Canonico on her retirement after 21 years of service.
- Clocktower Refurbishment - Ms. Moretto said the refurbishment of the clocktower was completed today.
- Crosswalks – Ms. Moretto noted the completion of the twelfth crosswalk at Longshore Drive and Central Boulevard. She mentioned four more locations had been identified for crosswalks.
- Deep Injection Well – Ms. Moretto said the project was completed four months ahead of schedule.
- Juneteenth – Ms. Moretto said the town would be closed Thursday in recognition of Juneteenth.

**TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –
COUNCILOR CHOY**

- Boards and Committees – Councilor Choy thanked all members for their contributions to the Town.

VICE-MAYOR DELANEY

- JFRD – Vice-Mayor Delaney thanked the leadership Staff within JFRD, he noted their hard work and was proud of them.

COUNCILOR SUNDSTROM

- Town News – Councilor Sundstrom said she agreed with Council that there was a lot of good news all around including the clocktower, crosswalks, parks, and JFRD. She said it was wonderful to see everything coming together and thanked Staff.

COUNCILOR GUISINGER

- JFRD – Councilor Guisinger thanked Deputy Chief Shaw and Division Chief Tim Roche for their leadership and attendance at the EMS conference and appreciated their efforts.

MAYOR

- Clocktower – Mayor Kuretski was excited about the completion of the Clocktower and noted it was a cherished item in the Town.
- Crosswalks – Mayor Kuretski noted he was thrilled the twelfth one was completed and said they were a significant benefit to the Town. He asked staff to coordinate with the County about adding a crosswalk on Central Street.
- Lighthouse Elementary School (LHES) – Mayor Kuretski mentioned a resident's concern over mold being present at LHES and asked Councilor Sundstrom to follow up with the school board.

Councilor Sundstrom said she would be happy to work on this.

- Playgrounds – Mayor Kuretski said the playgrounds and shade structures were coming along nicely but shared a concern about the shade structures not being standardized. He mentioned his concern for the safety of Staff taking them down for a hurricane.

ADJOURNMENT – 8:24 P.M.

Merriane Lahmeur, Town Clerk



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL WORKSHOP
TOWN COUNCIL CHAMBERS
WEDNESDAY, JUNE 18, 2025**

Mayor Kuretski called the meeting to order at 6:00 P.M.

ROLL CALL: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Phyllis Choy; Councilor Dan Guisinger; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Acting Town Attorney Brett Lashley and Town Clerk Merriane Lahmeur.

1. Discussion of the Proposed Operations Budget for FY2026.

Mayor Kuretski opened the discussion by expressing his appreciation for Staff and their hard work regarding the budget. He also noted that the Jupiter Police Department budget was not updated in the proposed budget to reflect the most recent negotiations.

Mr. Frank Kitzerow, Town Manager, provided an update on the most recent Police Union contract negotiations.

Mr. Scott Reynolds, Director of Finance, reviewed the key points used in this year's budget development. He noted that the Town continues to structure the budget and organization to live within its means. He stated that public safety is always the primary driver, as well as enhancements to improve operational efficiencies by leveraging technology.

Mr. Reynolds gave a brief overview of the budget revenue assumptions, which included: no increase in the millage rate proposed; an expected 6.58% increase in Ad Valorem revenue for FY26 due to increases in property values and new construction (expected \$2.6 million gross); increases for the Water and Stormwater Funds; a slight increase in Permit revenue; and no General Obligation (G.O.) Bond millage rate for FY26. He stated that there would be a distribution ratio between Operating and Community Investment Program (CIP) of 85/15.

Mayor Kuretski noted he would like to have a better understanding of the budget before deciding on the rate increases for Water and Stormwater.

Mayor Kuretski and Mr. Reynolds discussed the G.O. Bond millage reduction, which was partly the land acquisition and partly to what was considered an operating expense. It involved debt that had been refinanced. The refinancing covered maintenance and other improvements at the Community Center. Some of the

funding came from sales tax revenue that had retired in 2018. Additionally, there had been some remaining G.O. debt from those maintenance projects that was also refinanced along with the property.

Vice Mayor Delaney asked if the money that was pulled from the land acquisition fund was used to pay off debt and save in interest, and Mr. Reynolds confirmed it was.

Mr. Reynolds continued the presentation reviewing budget highlights and assumptions, stating that there would likely be reductions in revenue from the state shared revenues, specifically sales tax related.

Mr. Reynolds next presented on anticipated expenditures. He noted an anticipated increase of \$36.4 million in expenditures across all funds, primarily due to the increase in the transfer for the Fire Rescue. He addressed additional anticipated expenditures such as the Town assuming a five percent salary adjustment for all employees to stay competitive with the market; seven new positions; an increase in costs for property/liability insurance; and a \$20.6 million transfer from the General Fund Reserves to the Fire Fund.

Mayor Kuretski stated he thought it would be important to have a cost-of-living adjustment and merit raise split to provide clarity of what's being given to employees, similar to what other local governments do.

Councilor Sundstrom noted that we always look to the local CPI as well, which is the lowest it has been since 2022, but also ensuring that we are being competitive in this area and market. Mr. Reynolds gave an overview of the steps the Town takes to ensure it remains competitive in the market.

Mr. Reynolds reviewed the Healthcare cost assumptions. There was discussion on the claims expense forecast in FY26.

Mr. Reynolds next gave an overview of the seven new positions requested, with a focus on Engineering and Public Works. In addition to the seven new full-time positions, 96 new Fire positions are being added for a partial year, with a total of 111 Fire positions by the end of FY26.

Councilor Guisinger asked if the 96 new Fire positions were based on a 48-hour work week. Mr. Reynolds confirmed. Councilor Guisinger asked if it would change to a 42-hour work week. Mr. Kitzerow stated that some Fire services had implemented that practice, however, it had not been pre-planned as part of the launch of Jupiter Fire Rescue Department (JFRD).

Mr. Reynolds continued the presentation highlighting the General Fund revenues; General Fund reserves projections and balances; and General Fund expenditures.

There was discussion on the General Fund reserves, balances, and use of funds for JFRD. Councilor Sundstrom noted that the target is to have three months of operating for reserves, and that we are \$15.4 million above that target.

Mayor Kuretski noted that part of the legacy was to build up the reserve to what it was, and we should try to maintain more than the recommended, as not to have missed opportunities.

Mr. Reynolds continued on with the General Fund expenses. He explained that there is a large increase shown under the Books, Dues and Publications line item. This was due to a change in accounting standards related to software, which was moved from the Operating, Supplies and Maintenance line. He stated that even though it shows like a large increase, it is actually just a reallocation of costs.

Mayor Kuretski asked if the most recent change in accounting standards was a one-time occurrence or would it continue going forward. Mr. Reynolds noted that the item had always existed, but the change was in how and where it was reported.

Mayor Kuretski praised staff for all of their good work and managing their budgets. He wanted to review a few department budgets to identify the significant drivers in cost increases. Mr. Reynolds said he would be happy to meet with the Mayor, and he noted how it may be a timing issue and/or the percentage spent versus when the expenditures occurred.

Mr. Reynolds went on to discuss the Jupiter Fire Rescue Department (JFRD) implementation year three and the Water Fund. Mr. Reynolds noted that for the Water Fund expenses among the increases there was a ten percent increase in the FPL rates, and an increase in Professional Services fees due to regulatory demands in FY26.

Vice-Mayor Delaney asked if the 0.4 percent customer demand assumption for the Water Fund was at its lowest and what was the rate last year. Ms. Dawn Clark, Assistant Finance Director, said it had been pretty level over the last few years and had expected a decline due to buildout.

Mayor Kuretski asked if FPL had gotten back with the Town regarding their assessment of utilities cost increases unique to water utilities. Mr. Reynolds said no. Mayor Kuretski offered to assist if he could. He explained FPL provided information to each municipality on utilities, and he looked forward to seeing the estimates they would provide. Ms. Amanda Barnes, Director of Utilities, noted the Staff had been in communication with FPL, but they still had not provided the information.

Mayor Kuretski thanked the Staff for how the Water Fund was being managed. He discussed the R & R for fiscal years 2024, 2025 and 2026, and that it was projected

to be higher. He noted it was an important indicator of what the Town ends up with due to targeting the renewal and replacement savings to cover them.

Mr. Reynolds gave an overview of the Stormwater Fund revenues and expenditures.

Ms. Clark went over the history of the Jupiter River Estates Non-Ad Valorem Assessment Fund. She explained the assessment was for trimming maintenance of the canal. She explained that the assessment is on the individual's taxes every year, but that trimming occurs every other year.

Mayor Kuretski asked if the contract was for one or more years. Ms. Clark noted it was for multiple years with a maximum increase of five percent or consumer price index (CPI), whichever was less. Mayor Kuretski noted the Town had stepped up to help with the water quality with no funding from others. He discussed setting the standard and asked if every two years was good or if could be more.

Councilor Choy asked if the residents were paying for any of the maintenance. Ms. Clark explained they were paying for everything for the next ten years.

Vice-Mayor Delaney stated it was great how they got all of the residents on board with the project.

Councilor Sundstrom stated how incredible it was that the residents came together to get it done.

Mr. Reynolds presented the Building Fund revenues and expenses.

Mayor Kuretski stated the Building Fund was the best in class, and was very happy with how it had been managed. He said it was not intuitive to him that with the permit inspections going down that the protective inspections would go up so significantly.

Mr. Reynolds next discussed the Health Insurance Fund and next steps in the budgetary process and important dates.

Mayor Kuretski asked if the August meeting was just the Community Investment Plan (CIP). Mr. Reynolds confirmed.

Mayor Kuretski stated on July 15th the Council would set the millage rate and on September 4th would be the first public hearing for the operating budget. He said the preference would be that if the Council had any comments on the operating budget that those would need to be resolved with the Town Manager before then.

Mr. Reynolds said if there were any questions from the Council or even the public, that his department would make themselves available to answer.

Councilor Sundstrom noted it was a good opportunity for the Council as a whole to discuss any possible concerns regarding the budget. She was in agreement in general with the five percent for the Staff, which allowed the Town to stay competitive and was in line with inflation. She discussed all the red in the General Fund forecasting and how the Town had planned for the interest rates coming down, and that the Town had taken advantage of it. She explained there had been an expectation that year three of Fire Department would be big due to expenditures. She asked for some clarification on the new positions. Mr. Reynolds explained each new position and the specific need for each.

Councilor Sundstrom spoke regarding the Utility's availability for R & R, and asked what was on the quarterly financial report. Councilor Sundstrom stated the Town works with a consultant on the five-year Water Master Plan, which allows for the Town to project its needs. She noted during the inflation period, Council saw a string of chemical purchases come through at higher costs after adopting the budget. She explained that these were Enterprise Funds, which need to stand on their own long term and plan with R & R. She felt it was an excellent report.

Councilor Guisinger asked if the Town was normally under or above budget. Mr. Reynolds stated the budget was usually within two or three percent, except for anomalies like Fire. He explained there were times when additional funds were needed, and most of those were for things driven by the Council.

Council Guisinger asked if there were any risk concerns. Mr. Reynolds stated he had no concerns on the State or Federal level. He noted he was more concerned with what was going on locally, such as items that are being worked on with the County and interlocal agreements with other jurisdictions

Councilor Choy discussed the importance of Staff retention, transparency for residents, and was appreciative of the presentation and explanations.

Vice-Mayor Delaney noted the projections for JFRD were right on the money, and he had faith in the Finance Department. He agreed with the five percent increase for Staff and thanked the Staff for all of their work.

Mayor Kuretski stated the biggest indicator on how the budget is managed was the unassigned fund balance, which continues to grow each year. He stated it was going down due to a policy decision, but the Town was going to deliver tax savings to the residents. He had concerns with unfunded mandates by the State, the Federal government, and the County. He requested additional information on increases in professional services, contractor services and promotional activities in a number of departments.

Vice-Mayor Delaney left the meeting at 7:28 P.M.

2. Mid-Year Community Investment Program Update.

Mr. Reynolds discussed the CIP Mid-Year Update, which included history, the legacy projects, and the objective of the Mid-Year Update.

Mayor Kuretski asked Mr. Reynolds to define encumbrance and clarified that under public safety there was not anything encumbered per contract. Mr. Reynolds explained due to timing issues with the contracts, the budget did not reflect the full encumbrance yet.

Mr. Reynolds continued with the presentation and noted there may be opportunities to free up funds for future projects and explained Staff reviewed current legacy projects and identified several that may be removed and funds could be reappropriated. He explained Staff placed projects in three categories to include project complete or near completion; projects where conditions have changed; and projects needing Council feedback.

Mayor Kuretski noted this was a significant process improvement for Council feedback.

Councilor Sundstrom said this was a major process upgrade and noted this would make Council, both present and future, more flexible in facing challenges.

Mr. Reynolds said Engineering and Public Works had 16 legacy projects, and highlighted two that were completed and two where conditions had changed.

Mayor Kuretski spoke about the Mast Arm Project and noted he thought the County was holding up the project.

Councilor Sundstrom asked if we had any idea where the Town was with the County and a reasonable timeline.

Mayor Kuretski said Staff could come back with an update after speaking with the County. He noted the Collector Roadway Lighting Project and wanted to know what was left to be done for completion.

Mayor Kuretski stated the Town had a balance over encumbered in projects for maintenance of roadways, and asked if it would make sense to sweep the funds to other areas where it is needed. Mr. Reynolds said several of the projects are out for bid and would need the funds. Mayor Kuretski discussed the carry-over of funds at the end of each year.

Councilor Sundstrom recalled from the previous year that Council had asked for the both the funding and the schedule to be updated due to the numerous requests from residents. She noted having the sheets updated with realistic deadlines to meet expectations.

Mayor Kuretski discussed the Jupiter Park Drive at Central Boulevard Intersection Improvements, which he thought should have already been completed, and requested the project to be completed in the off season.

Mr. Reynolds continued with the Parks and Recreation legacy projects, eleven in total. He discussed the Beach Dune Crossover Project. Mike Hoffmann, Senior Director of Community Services, provided additional information on the Beach Dune Crossover Project and impact.

Mr. Reynolds continued with discussing the Planning and Zoning legacy projects, five in total. He explained there was an opportunity to reappropriate funds for other park projects that are going to be requested.

Councilor Sundstrom said she supported reappropriating the funds as the Cinquez Park Project changed due to the residents' wants.

Mayor Kuretski agreed and spoke about the Sawfish Bay Park Project and the Enhancing Entries at Major Gateways Project.

Mr. Reynolds continued his presentation with an overview of the six legacy projects in Public Safety.

Mayor Kuretski wanted to ensure there was enough funding to complete the Police Memorial Project, and expressed his desire to expand the brick area. Mr. Kitzerow explained it was being done in two phases, and was in agreement on the brick area.

Mr. Reynolds continued with an overview of the four legacy projects in General Government and mentioned reappropriating funds from the Town's Webcam Project.

Councilor Sundstrom agreed with reappropriating those funds to the Parks and Recreation Master Plan where it would be better served. Mayor Kuretski agreed as well.

Mr. Reynolds continued with the Water Fund, which has 32 legacy projects.

Councilor Sundstrom stated her appreciation for the level of transparency and how available the information is.

Mayor Kuretski discussed carry-over of funds for the Water Fund projects.

Ms. Barnes provided an updated on the Advanced Metering Infrastructure Project.

Mr. Reynolds provided an overview of the Storm Water Fund, which has thirteen legacy projects.

Mr. Reynolds provided a recap summary of the legacy projects and actions.

ADJOURNMENT - 8:17 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Smash HQ Special Exception



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Smash HQ</u> – Special Exception application for a business office exceeding 2,500 square feet, on a 2.2± acre property, located at 1251 Jupiter Park Drive, Suite 12

EXECUTIVE SUMMARY

Consideration of a Special Exception application to convert 5,019 SF of General Industrial Use to Business Office Use for a golf business with private indoor golf simulator and putting green located at 1251 Jupiter Park Drive, Suite 12.

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

ANALYSIS

In 2010, the Future Land Use Element was amended to add an industrial predominance criterion to provide flexibility and clarify that other compatible uses including office, were to be permitted as specified in the land development regulations, provided they are not the predominant use. Later that year in 2010, changes in the zoning code were adopted, which included changing office (greater than 2,500 square feet), from a use-by-right to a special exception use in the industrial zoning districts, since they are not industrial uses.

The application is consistent with the comprehensive plan and the industrial predominance criterion that was established in 2010, as further detailed in the staff report. A proposed condition of approval requires the applicant submit an amendment to the site plan for indoor recreation use of the space should the private indoor golf simulator and putting green use expand to include use by the public or members. In addition, a condition requiring missing landscaping around the property to be replaced within 60 days has been included.

PLANNING AND ZONING RECOMMENDATION:

At the June 10, 2025 meeting, the Planning and Zoning Commission unanimously recommended approval (by a 7-0 vote) of the special exception application with staff's recommended conditions.

The applicant has no issues.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 74-25
2. Staff Report and Attachments A-C
3. Plans
4. Applicant Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

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

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RESOLUTION NO. 74-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SPECIAL EXCEPTION USE AND AN AMENDMENT TO THE SITE PLAN FOR A BUSINESS OFFICE USE OF MORE THAN 2,500 SQUARE FEET, FOR THE PROPERTY LOCATED AT 1251 JUPITER PARK DRIVE.

WHEREAS, Jupiter Park Drive Master Association Inc. is the Owner (the

“Owner”) of approximately 2.2± acres of property, the legal description of which is attached hereto and incorporated herein as Exhibit A (the “Subject Property”); and,

WHEREAS, Smash HQ, LLC, (the “Applicant”) has received authorization from the Owner to submit applications for a special exception use and to amend the site plan to change the use of Suite 12 on the Subject Property from an Industrial use to a use of business office (the Application); and,

WHEREAS, 2GHO inc., acting as the authorized agent for the Applicant has submitted an application for a special exception use and a site plan amendment for an office of more than 2,500 square feet; and,

WHEREAS, the Town Council, adopted Resolution No. 89-99 on February 1, 2000, approving a site plan authorizing the construction of two office warehouse buildings on the Subject Property; and,

WHEREAS, the Application proposes to convert 5,019 square feet of an existing industrial use to business office by a golf business (the “Application”);

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

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

41 **WHEREAS**, at the quasi-judicial hearing, the Town Council considered the
42 evidence presented to it by the Planning and Zoning Department, the Applicant's agent,
43 and other interested parties and members of the public, regarding the Application's
44 consistency with the Town's Comprehensive Plan and whether the Application meets the
45 Land Development Regulations of the Town Code; and,

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

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

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

54 **Section 2.** The Town Council hereby approves a special exception use for a
55 business office use of more than 2,500 square feet and an amendment to the site plan to
56 authorize the conversion of 5,019 square feet of office warehouse to business office
57 upon the Subject Property.

58 **Section 3.** The Owner and Applicant, and their successors or assigns shall
59 comply with and maintain the following conditions:

- 60 1) The Owner shall install and maintain all improvements in compliance with the
61 following:
- 62 a) Site Plan, prepared by 2GHO, referenced as "SP-1", dated 04/14/25
63 received by the Planning and Zoning Department 04/14/25.
- 64 b) Statement of Use, prepared by 2GHO, referenced as "Statement of Use",
65 dated 04/14/25 received by Planning and Zoning Department 04/14/25.
- 66 2) The uses conducted on the subject property shall be consistent with the
67 Statement of Use, dated 04/14/25.
- 68 3) Any revisions to the site plan, or other details submitted as part of the
69 Application, including but not limited to the location of the proposed
70 improvements or additional, revised, or deleted colors, materials, or structures, or
71 changes to how the use operates, shall be submitted to the Department of
72 Planning and Zoning and shall be subject to its review and approval.
- 73 4) **Landscaping.** Prior to the issuance of any development permits or within 60
74 days of site plan approval, whichever occurs first, the Owner shall plant the
75 missing vegetation as identified in Attachment C.
- 76 5) Should the private indoor golf simulator and putting green use expand or be used
77 by the public or members, the Owner shall submit an amendment to the site plan
78 for Indoor Recreation Use of the space.

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

83 **Section 5.** This resolution shall become effective upon its execution.
84

R#74-25
Page D

85 Attachments: Exhibit "A" – Legal Description

86 #6622829 v2 26508-00032

LEGAL DESCRIPTION:

PARCEL 1:

LOT 29. LESS THE EAST 45 FEET OF LOT 29, PLAT OF JUPITER PARK OF COMMERCE, PHASE IIB.
RECORDED IN PLAT BOOK 78. PAGE 28. OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE OPERATION, SERVICE AND MAINTENANCE OF THE
DRAINAGE SWALES, DITCHES, PONDS, LAKES AND WATER RETENTION AREAS WHICH FORM THE
OVERALL DRAINAGE SYSTEM FOR THE JUPITER PARK OF COMMERCE PURSUANT TO ARTICLE
VIII OF THE DECLARATION OF PROTECTIVE COVENANTS. RESTRICTIONS, RESERVATIONS AND
SERVITUDES FOR THE JUPITER PARK OF COMERCE RECORDED AUGUST 30, 1985 IN OFFICIAL
RECORDS BOOK 4639. PAGE 927. PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

**Town of Jupiter Staff Report for Smash HQ Special Exception
Town Manager's Office**



DATE: July 15, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: **Smash HQ** – Special Exception application for a business office exceeding 2,500 square feet, on a 2.2± acre property, located at 1251 Jupiter Park Drive, Suite 12 (**PZ 25-6377**).

Res. #74-25
 PZ 25-6377
 T. Hart

P&Z Commission: 6/10/25
 Town Council: 7/15/25 (quasi-judicial)

Project Information

Project Name:	Smash HQ
Owner/Applicant:	Smash HQ, LLC (Brooks Koepka Trust Agreement)
Agent:	2GHO
Location:	1251 Jupiter Park Drive – Suite 12, located at the northwest corner of the intersection of Jupiter Park Drive and Jupiter Park Circle
Acreage:	2.2± acres
Future Land use designation:	General Industrial
Zoning:	Industrial Park, Light Industry (I-1)
Existing Use:	Contractor Office/Industrial (5,019 sf)
Proposed Use:	Business Office (5,019 sf)
Request:	Special Exception for a 5,019 square foot business office use with an indoor private golf simulator and putting green for private use only.

Planning and Zoning Commission Recommendation

At their June 10, 2025 meeting, the Planning and Zoning Commission voted unanimously (by a 7-0 vote) to recommend approval of the subject application.

Staff Compliance Review Summary

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application is in compliance with the Town Code and Comprehensive Plan with the conditions of approval in **Resolution 74-25**.

Project Data

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

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use/Zoning Districts
North	Self-Storage, Contractor Office, and Indoor Recreation	General Industrial with Bioscience Research Protection Overlay / Industrial Park Light Industry (I-1)
South	Contractor Office (The Window Professionals Jupiter)	General Industrial with Bioscience Research Protection Overlay / Industrial Park Light Industry (I-1)
East	Contractor Office and Warehouse (Precision Glass & Mirror, Inc., Accurate Tile and Marble, and ReadyRefresh – Contactless Delivery)	General Industrial with Bioscience Research Protection Overlay / Industrial Park Light Industry (I-1)
West	I-95 Right-of-way	I-95 Right-of-way

Table 2: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Yes
Net New daily trips	+41
Net New AM peak hour trips	+6
Net New PM peak hour trips	+6

Table 3: Parking

Parking requirements	Required	Provided
Office (1 per 250 SF @ 19,334 SF)	77	130
General Industrial (1 per 500 SF @ 21,750 SF)	44 (121 total)	
Handicapped parking spaces	5	9

Background

The subject property is a 2.2+/- acre site, Lot 29 of the Jupiter Commerce Park. The lot is situated at the southeast corner of the Jupiter Park Drive and Jupiter Park Circle intersection and the building was originally approved in 2000. The space previously served as a contractor's office that included both warehouse and office space.

Analysis

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

Comprehensive Land Use Plan (CLUP) Consistency. The proposed application will be consistent with the Comprehensive Plan, subject to the Town Council's policy decision on Policy 1.3.13 of the Future Land Use Element of the Comprehensive Plan (hereafter referred to as "the FLUE Policy") related to the maintaining a predominance of industrial use in areas with an industrial future land use designation. Policy 1.3.13, states:

“The uses in the future land use designation primarily include: manufacturing, processing, and fabrication of materials into finished products; research and development, including bioscience and biotechnology research; high tech, laboratory and office research; testing laboratories; medical laboratories; wholesale trade; repair; building and construction services and accessory residential apartments. Office uses may be allowed as a primary use in developments approved as part of a planned unit development, with provision of substantial public benefits (including the creation of high paying jobs) as detailed in the land development regulations. Additional **compatible uses (including office and warehouse) may be permitted** in the land development regulations **provided that a predominance of the above industrial uses is maintained...**”

History of Policy 1.3.13. In 2006, the Town Council adopted the Bioscience Protection Overlay and at the time, staff identified the general inconsistencies with the land use and accompanying zoning districts. As a result, the above industrial general land use policy was amended in 2010 and added industrial predominance as a criterion to provide flexibility and clarified that other compatible uses, including office, were to be permitted as specified in the land development regulations (Zoning Code), provided they are not the predominant use. Later that year in 2010, changes in the zoning code were adopted, which included changing warehouse (greater than 10,000 square feet), self-service storage facilities (greater than 10,000 square feet), office (greater than 2,500 square feet), indoor recreation (greater than 2,500 square feet) and restaurants from a use-by-right to a special exception use in the industrial zoning districts, since they are not industrial uses. The purpose was to maintain adequate industrial land in the Town for economic development for businesses that can only locate in an industrial district, create more employment opportunities and make the best choices for land utilization since the town was nearing buildout. These changes were driven by the Town Council’s strategic plan, which identified a “Strong Local Economy” as a strategic result, specifically to “encourage development diversity of businesses with an emphasis on small, local business ownership, as well as the biotech and high-tech industries”.

Primary Industrial Use Analysis. Table 1 below shows the amount of non-primary industrial uses for the subject property, properties in the Jupiter Park of Commerce, and Town wide in the Town’s industrial districts. The table includes the numbers both with and without the proposed application, so that Town Council can understand the project’s impacts on the policy.

Table 4. General Industrial Analysis

Area	Primary Industrial Use		Non-primary (Additional Compatible) Uses	
	Square feet	Percentage	Square feet	Percentage
Site Specific (without proposed project)	26,589	65.0%	14,315	35.0%
Site Specific (with proposed project)	21,570	52.7%	19,334	47.3%
Increase (Decrease)	(-5,019)	(-12.3%)	+5,019	+12.3%
Jupiter Park of Commerce (without proposed project)	765,593	72.4%	292,001	27.6%
Jupiter Park of Commerce (with proposed project)	760,574	71.9%	297,020	28.1%
Increase (Decrease)	(-5,019)	(-0.5%)	+5,019	+0.5%
TOJ Total (without project)	1,622,345	52.1%	1,492,445	47.9%
TOJ Total (with proposed project)	1,617,326	51.9%	1,497,464	48.1%
Increase (Decrease)	(-5,019)	(-0.2%)	+5,019	+0.2%

The proposed project meets the FLUE policy on the subject property, as the industrial percentage on site is 52.7 percent and only 47.3 percent office. The request is also consistent as the greater area (Jupiter Park of Commerce) maintains a predominance of industrial uses with 71.9 percent primary industrial uses and 28.1 percent additional compatible uses (such as office). Furthermore, the request maintains a Town wide predominance of primary industrial uses with 51.9 percent of the Town's industrial land use area as primary industrial users with 48.1 percent additional compatible uses.

Site Plan. The proposed application is in conformance with the requirements of Chapter 27, entitled "Zoning". No exterior changes will be made to the site as a result of this request. The parking calculations will be modified to accommodate the demand of the new use on site as part of an administrative site plan application should this request be approved by the Town Council.

Landscaping. No exterior site plan modifications have been proposed as a part of this application. Staff conducted an investigation of the site and found that some of the landscaping is missing from the approved plan. Staff has recommended a condition **that prior to the issuance of any development permits or within 60 days of site plan approval, whichever occurs first, the applicant shall plant the missing vegetation as identified in Attachment C** in order to avoid the initiation of code compliance action.

Architecture. The proposed application does not expand the building footprint nor alter the existing exterior elevations.

Traffic. The proposed application is in conformance with Palm Beach County (PBC) and the Town's traffic performance standards. Staff has received a PBC Traffic Performance Standard approval letter and the project is anticipated to create 41 net new average daily trips, 6AM and 6PM net new peak hour trips (See Attachment B – Traffic Statement).

Signage. The applicant is not proposing any signage for this request. Any future signage requests will need to comply with Section 27-3359 and 27-3362, entitled "Permanent signs".

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met all of the 12 criteria.

Special exception criteria.

Section 27-177, contains minimum criteria for review of special exception applications. Upon review of the criteria in Section 27-177, staff finds that the applicant will satisfy all of the minimum criteria.

Section 27-177. – Criteria for special exceptions

- 1. The proposed special exception use shall be compatible with the character and use (existing and future) of the surrounding property in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property***

Staff Comment: The proposed use is compatible to the character of the I-1 zoning district. The industrial park is primarily a mixture of light industrial, office, and storage uses. The proposed office use of the subject request allows the unit to remain consistent with the surrounding uses.

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use**

Staff Comment: The special exception use occupies a previous contractor's office that contained offices and storage space. The proposed use maintains a similar layout to the previous space with the storage areas being converted to a private indoor golf simulator and putting green for employees. In the statement of use the applicant states "the Owner does intend to place a golf simulator in the office, which is ONLY for private use", which is a use that would typically be classified as an Indoor Recreation use. In order to ensure the use remains private and for their employees only, Staff has recommended a condition that **should the private indoor golf simulator and putting green use expand or be used by the public or members, the Owner shall submit an amendment to the site plan for Indoor Recreation Use of the space.** As a result, changes in the number of persons using the space is not anticipated.

- b. The degree of noise, odor or other potential nuisance factors generated by the special exception use.**

Staff Comment: No additional noise, odor or potential nuisance factors are expected to be generated by the business office.

- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

Staff Comment: The special exception will only have a minimal impact on the traffic demand for the property as exemplified in the traffic statement as detailed above and in Attachment B.

Attachments:

Attachment A – Statement of Use

Attachment B – Traffic Statement

Attachment C – Landscape Plan

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

V:\PlanningZoning\Staff\WP51\Signature - P&Z\2025\June 10, 2025 PZC\Smash Golf Special Exception\Staff Report.docx

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

1201 and 1251 Jupiter Park Drive – Unit 12

Town of Jupiter

Special Exception/Site Plan Approval
April 14, 2025

INTRODUCTION:

2GHO, Inc., on behalf of the Applicant, Turtle Beach Construction Company, LLC, respectfully requests approval of the submitted Site Plan and Special Exception Applications for business office (in excess of 2,500 s.f.), to be known as Smash HQ. This request is a simple use designation for the subject property located at 1251 Jupiter Park Drive in which Suite 12 will go from 5,019 sf of Industrial to 5,019 sf of office use, which will be needed in order for the new owners who recently acquired the unit to operate their business.

The subject site is generally located at the intersection of Jupiter Park Drive and Jupiter Park Circle, within the Jupiter Park of Commerce. The property has a future land use of Industrial and a zoning designation of Industrial Park Light (I-1). Additionally, the site is located within the Bioscience Research Protection Overlay.

SMASH HQ

The proposed office space will be home to Smash HQ. Smash is a club under the LIV brand. Their mission is to inspire fans and players to embrace their full potential, in golf and in life, while creating a legacy that extends beyond the leaderboard. For Smash, every challenge is an opportunity to rise higher and leave a lasting impact. The work that will be conducted at Smash HQ will be administrative work that furthers the global brand. The small number of employees will be involved in Planning, meetings and golf tournament preparation such as organizing equipment and uniforms. Note, the Owner does intend to place a golf simulator in the office, which is ONLY for private use.

SITE HISTORY:

This site was originally developed in 2001, and was sold in 2018. In 2019, the Owner petitioned the Town to add mezzanine space in some of the suites, and condo the facility for the purpose of selling individual suites to local businesses. This amendment was approved via PZ -19-3917 on February 12, 2020.

JUPITER PARK DRIVE MASTER ASSOCIATION:

As this site is also under the control of a Master Association, we have provided them details of this proposal and requested they execute a letter of no objection this application. Once the letter is returned, we will provide to staff for their records.

COMPATIBILITY WITH SURROUNDING LAND USE AND ZONING:

The request is consistent with the existing land use and zoning designations on the site, as this request will be compatible with the overall condominium as well as the surrounding properties.

	Existing Zoning	Existing FLU
Subject Property <i>Vacant</i>	I1 – Light Industrial	Industrial
North <i>Snapbox Self-Storage</i>	I1 – Light Industrial	Industrial
East	I1- Light Industrial	Industrial
South	I1 – Light Industrial	Industrial
West	I1- Light Industrial	Industrial

SITE DETAILS:

The existing site is comprised of approximately 2.21 acres and contains two structures with a total of 13 suites between the two buildings. The uses primarily contained on this site generally consist of office and. The chart below adequately details the approved/proposed uses on site.

Building 1 Details

Suite	Square Footage (Mezz.)	Approved Use
Suite 1	2,218	Office
Suite 2	2,399	Office
Suite 3	2,089	Office
Suite 4	1,939	Office
Suite 5	2,479	Office
Suite 6	3,191	Office
Suite 7	2,521 (600)	Industrial
Suite 8	2,487 (581)	Industrial
Suite 8B	1,499 (333)	Industrial
Suite 9	2,554 (611)	Industrial
TOTAL		
	23,376 + (2,125) = 25,501	Ind. 39% Off. 61%

Building 2 Details

Suite	Square Footage	Approved Use (Proposed Use)
Suite 10	4,189	Industrial
Suite 11	3,348	Industrial
Suite 12	5,019	Industrial (Office)
Suite 13	2,847	Industrial
TOTAL		
	15,403	Industrial 67% Office 33%

1201 AND 1251 JUPITER PARK DRIVE*

USES	SQUARE FOOTAGE	PERCENT
PRIMARY (INDUSTRIAL)	21,570	52.7%
SECONDARY/COMPATIBLE (OFFICE)	19,334	47.3%

*SUBJECT DEVELOPMENT STILL DEMONSTRATES PREDOMINANCE OF INDUSTRIAL USE

CONSISTENCY WITH THE ZONING CODE:

The Owner's proposal is consistent with the intent of the property's zoning district, and contained in Section 27-769. As the proposed business office use exceeds the 2,500 square feet threshold, the application must be reviewed by the PZ Commission, and Town Council as a special exception, consistent with Section 27-770(b).

SPECIAL EXCEPTION REQUEST (BUSINESS OFFICE OVER 2,500 SF:

As stipulated in Section 27-770(b) entitled "Use Regulations", the proposed use of a business office greater than 2,500 square feet, is classified as a special exception within the I-1 zoning district. The Owner will address the criteria listed in Section 27-177 of the Town's zoning code as it relates to Special Exceptions.

1. The proposed special exception use shall be compatible with the character and use (existing and future) of the surrounding property in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

Response: In the I-1 zoning district, a business office less than or equal to 2,500 square feet is a use-by-right. The special exception request is necessary only because of the proposed square footage from industrial to office.

While the special exception uses are defined by size (over 2,500 square feet for office), it should be noted that contextually there will be minimal impact to the surrounding existing uses due to the nature of the business, as described above.

The surrounding uses are not perceived to be high generators of traffic; and as such, the additional office use will not create any impact to the surrounding areas. It is also important to note that there will only be interior modifications inside the structure. No outward change to the existing building façade is proposed with this request.

2. The proposed special exception use shall not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b. The degree of noise, odor or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: The proposed use will not have a high number of employees (it is anticipated that 4 people will manage the office operations)

TRAFFIC AND PARKING:

Based on the submitted traffic statement prepared by Jeff H. Iravani, Inc. the proposed development of a professional office/general industrial, and warehouse is considered to be in conformance with Palm Beach County Unified Land Development Code Traffic Performance Standards. Concurrent with this submittal, the traffic statement has been submitted to Palm Beach County's Traffic Division. A traffic approval letter will be forwarded to the P&Z Department upon receipt.

With regards to the required parking, the site has 130 spaces (includes 9 handicap spaces) existing on the site. The current proposal for the office conversion requires 120 spaces for professional office, and industrial uses, leaving an excess of 10 spaces.

CRITERIA FOR SITE PLAN REVIEW:

The Town of Jupiter's Zoning Code lists certain standards that must be addressed as part of the Site Plan Review process. Those standards have been addressed below.

1. The proposed development is consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.

Response: As stated, the property has a land use of General Industrial. Policy 1.3.13 states that "office uses can be allowed as long as the industrial predominance remains". The land development regulations state that any business office greater than 2,500 square feet is allowed by Special Exception, and must be reviewed and approved by the Town Council on a case-by-case basis. Further, the site is within the Bioscience Research Protection Overlay (BRPO). Objective 1.17 states that this overlay would encourage parcels located inside of it to be "supportive of and compatible with the Scripps Florida Research Institute, or which are accessory to bioscience and biotechnology uses." It is important to note that the very same Objective mentioned above does not limit the uses that are currently allowed by the Industrial Land Use designation.

As it relates to use, the 5,019-sf conversion from general industrial to office, it is important to note that the office is low impact, and with the anticipated low number of employees it will not create any adverse impacts to the overall development. It is also consistent with the Town's current policies regarding primary vs non-primary uses on the subject site, the Jupiter Commerce Park, as well as the entirety of industrially zoned land in Jupiter, as described herein:

In the past, the Town has evaluated proposals within the Industrial areas in two different categories; industrial uses, and compatible uses/non industrial uses. While it is understood, that compatible uses may locate in other commercial districts of the Town, the market sometimes will dictate that small office uses are best served in existing developments, and not necessarily on major corridors in a community. Further, the proposed office is not something the general public will need to frequent. As mentioned previously, it is for internal coordination for elevating the Smash brand, and logistical planning for tournaments/matches.

In 2009, TOJ staff evaluated the existing uses in the TOJ zoned industrial districts and provided a table on the types and approximate amount of industrial and non-industrial "compatible" land uses. In that analysis, it was determined that primary industrial uses provided for 56%, and additional compatible uses provided for 43.9%

In 2020, using this methodology within the Jupiter Commerce Center for Gray Motorsports project, it was determined that the total use mix resulted in a 50.2% industrial mix vs 49.8% non-industrial mix.

The chart below has been updated to include the Town's recent approvals (more specifically K2 Motorsports) and now reflects the impacts of the proposed development, showing that the industrial predominance is still being met within the overall Commerce Center. Additionally, as the Bioscience Research Protection Overlay BRPO only encourages certain uses, but does not limit the uses allowed by the subject land use designation, the Owner's proposal is not a detriment to its overall objective.

Finally, the site is consistent with the location criteria set forth in the comprehensive plan. The subject location is in close proximity to Indiantown Road, and is serviced by a collector roadway (Jupiter Park Drive). Also, the eastern property line of the site is more than 350 feet from the nearest residential use.

Jupiter Commerce Center – Industrial Uses vs Compatible Uses*

Area	Primary Industrial Use		Non-primary (Additional Compatible) Uses	
	Square feet	Percentage	Square feet	Percentage
Jupiter Park of Commerce (without proposed project)	765,593	72.4%	292,001	27.6%
Jupiter Park of Commerce (with proposed project)	760,574	71.9%	297,020	28.1%
Increase (Decrease)	-5,019	-0.5%	+5,019	+0.5%
TOJ Total (without project)	1,622,345	52.1%	1,492,445	47.9%
TOJ Total (with proposed project)	1,617,326	51.9%	1,497,464	48.1%
Increase (Decrease)	-5,019	-0.2%	+5,019	+0.2%

**Updated from 2023 K2 Motorsports approval*

2. The proposed development is consistent with any applicable, countywide land development regulations.

Response: The proposed development is consistent with any applicable, countywide land development regulations inclusive of the Palm Beach County adopted levels of service standards.

3. The proposed development is consistent with all applicable land development regulations and all other portions of this Code.

Response: The proposed office conversion is designated as special exception due to the fact that they exceed the 2,500 square foot threshold. The facility is already developed, and remains consistent with the Town's code.

4. The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.

Response: Based on policy analysis, office is considered compatible with industrial commerce centers. As a result, the proposed office use will be consistent with the existing property, and surrounding area.

5. The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.

Response: The proposed development will not create or excessively increase traffic congestion in the Town of Jupiter. As already stated by the traffic statement prepared by Jeff H Iravani Engineering, Inc. the proposed use is in conformance with Palm Beach County's Traffic Performance Standards

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

Response: The proposed development will not create an impact on the current adopted level of services. With this submittal, we have requested a concurrency reservation letter from the Town's Utilities Department.

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

Response: As this proposal does not contemplate construction; only interior modifications, the proposed development will not significantly reduce light and air to adjacent properties.

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

Response: The proposed addition of a business office/industrial facility will not adversely affect property values in adjacent areas.

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

Response: The proposed development will not have any effect on adjacent property.

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

Response: The proposed site improvements to the vacant site will not create any noise or visual pollution.

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

Response: The proposed use does not negatively impact adjacent natural systems or public facilities or parks.

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

Response: The Owner is proposing to provide trash receptacles, and benches.

CONCLUSION:

In closing, the Owner proposes to convert 5,019 sf of general industrial space to office to be the headquarters for the Smash GC. The request is consistent with the Town's zoning code, special exception criteria, as well as the Comprehensive plan objectives, and will not pose a threat to public health, safety, and welfare. Further, as this proposal only creates a 0.2% increase in compatible uses, the overall industrial predominance within the Jupiter Commerce Center, as well as the Town's overall industrially zoned land will remain.

On behalf of the Applicant, 2GHO, Inc. respectfully request approval of these applications.

Traffic Impact Statement
For
1201-1251 Jupiter Park Dr.

Jupiter, Florida

30-42-41-09-03-0000-291

04-10-25

Prepared By:

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Tel: (561) 575-6030
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John B. Iravani, P.E.
Florida Registration # 87431
FR # 6986

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I. Introduction

The project is located on the southeast intersection of Jupiter Park Circle and Jupiter Park Drive and is developed with two buildings onsite. To the best of my knowledge, the project underwent a modification with the Town of Jupiter in 2020 which converted the existing buildings to condominium ownership and added 2,125 square feet of mezzanine space within Building 1. The site has two driveways, one onto Jupiter Park Circle and the other onto Jupiter Park Drive. Building 1 has Suites 1 through 9 and Building 2 has suites 10 through 13.

It is proposed to convert the usage of Building two, suite 12, from 5,029 SF of warehouse use into 5,029 SF of office use. The below chart has the SF breakdown for Building #1 and #2, and Appendix A has the last approved Use Designation Plan. Conversion of Suite 12 is expected to be completed by the end of 2026.

Section 3, Township 41S, Range 42E, Jupiter, Florida

Use	Existing Use	Proposed
Building 1		
Small Office	14,315 SF	14,315 SF
Warehouse	11,186 SF	11,186 SF
Building 2		
Office SF	0 SF	5019 SF
Warehouse SF	15,403 SF	10,384 SF

II. Trip Generation

A. Existing Use

	(%)				IN	(%)	OUT	(%)		IN	(%)	OUT
Warehouse ITE 150		26,589	45	5	3	77%	1	23%	5	1	28%	3
Internal	0%			0	0		0		0	0		0
Pass-by	10%		5	0	0		0		0	0		0
Gen Office Bldg ITE 710		14,315	155	21.8	19	88%	3	12%	21	4	17%	17
Internal	0%			0	0		0		0	0		0
Pass-by	10%		16	2	2		0		2	0		2
Total Generated		40,904	181	24	20		3		23	4		18

B. Proposed Use

USE		Bldg SF/EA	ADT VTEPD	AM PHT VTEPH					PM PHT VTEPH			
	(%)				IN	(%)	OUT	(%)		IN	(%)	OUT
Warehouse ITE 150		21,570	37	4	3	77%	1	23%	4	1	28%	3
Internal	0%			0	0		0		0	0		0
Pass-by	10%		4	0	0		0		0	0		0
Gen Office Bldg ITE 710		19,334	210	29.4	26	88%	4	12%	28	5	17%	23
Internal	0%			0	0		0		0	0		0
Pass-by	10%		21	3	3		0		3	0		2
Total Generated		40,904	222	30	26		4		29	5		23
Net Generated		0	41	6	6		1		6	1		5

Trip Generation formulas:

Warehouse ITE 150: ADT= 1.71/KSF, AM PHT=0.17/KSF PM PHT= 0.18/KSF

General Office ITE 710: ADT= 10.84/KSF AM PHT= 1.52/(KSF), PM PHT= 1.44/KSF

*Numbers given by ITE Manual 11th Edition

III. Radius of Influence

The proposed project increases the AM PHT by 6 and PM PHT by 6.

Per Palm Beach County Unified Land Development Code Table 12.B.2.D-7 3A, the radius of influence for 6 peak hour trips is the directly accessed arterial for Tests 1 and 2. The impacted arterial for the project is the Central Boulevard link from Indiantown Road to Indian Creek Parkway.

The impacted road for Town of Jupiter is Jupiter Park Drive west of Central Blvd.

IV. Impact Analysis

The generated peak hour traffic is assigned per Exhibits D and E.

The maximum generated peak hour peak directional trips for this project would be 4 and it occurs in the PM.

Test-1

The impact of this proposal on Central Boulevard is insignificant since the proposed maximum generated trips are less than 1% of LOS-D for a Class-II four lanes divided roadway or 19 trips.

Test-2

The impact of this proposal on Central Boulevard is insignificant since the proposed maximum generated trips are less than 3% of LOS-E for a Class-II four lanes divided roadway or 57 trips.

This project meets Test-1 & Test-2 requirements. Therefore, the proposal is in conformance with Palm Beach County Unified Land Development Code Traffic Performance Standards.

Town of Jupiter Test:

Test-1

The impact of this proposal on Jupiter Park Drive is significant since the proposed maximum generated trips are more than 1% of LOS-D for a 2 lanes undivided roadway or 11 trips.

Test-2

The impact of this proposal on Jupiter Park Drive is significant since the proposed maximum generated trips are less than 3% of LOS-E for a 2 lane undivided roadway or 33 trips.

The 2019-2020 two way peak hour for Jupiter Park Drive was 966 and the LOS is D.

The 2030 Future year condition two way peak hour for Jupiter Park Drive is 800 and the road is expected to have a LOS of C.

The ultimate buildout for the project is expected to be completed by the end of 2026. The 18 additional peak hour trips would not negatively impact Jupiter Park Drive, as $18 \text{ trips} + 936^* = 954$ two way peak hour trips, which is less than the LOS D value of 1080 for Jupiter Park Drive. It should be noted that Central Blvd from Indiantown Rd to Indian Creek Parkway has a historical 3 year growth of -3.29%

*936 based off projection of negative growth from 19-20 to 2030.

Exhibit-A: Aerial



Exhibit-B: Peak Hour Tables

Palm Beach County Table

AM Peak Hour

Segment	From	To	Direction	Lanes	LOS D Directional Peak Hour	Directional Peak Project Volume	Project % Assignment	Directional % Project of Capacity?	More than 1% Capacity?
Central Blvd	Indiantown Rd	Indian Creek Pkwy	SB	4LD	1960	4	66%	0.20%	No
			NB	4LD	1960	1	18%	0.05%	No

PM Peak Hour

Segment	From	To	Direction	Lanes	LOS D Directional Peak Hour	Directional Peak Project Volume	Project % Assignment	Directional % Project of Capacity?	More than 1% Capacity?
Central Blvd	Indiantown Rd	Indian Creek Pkwy	NB	4LD	1960	4	66%	0.20%	No
			SB	4LD	1960	1	18%	0.05%	No

Town of Jupiter Table

AM Peak Hour

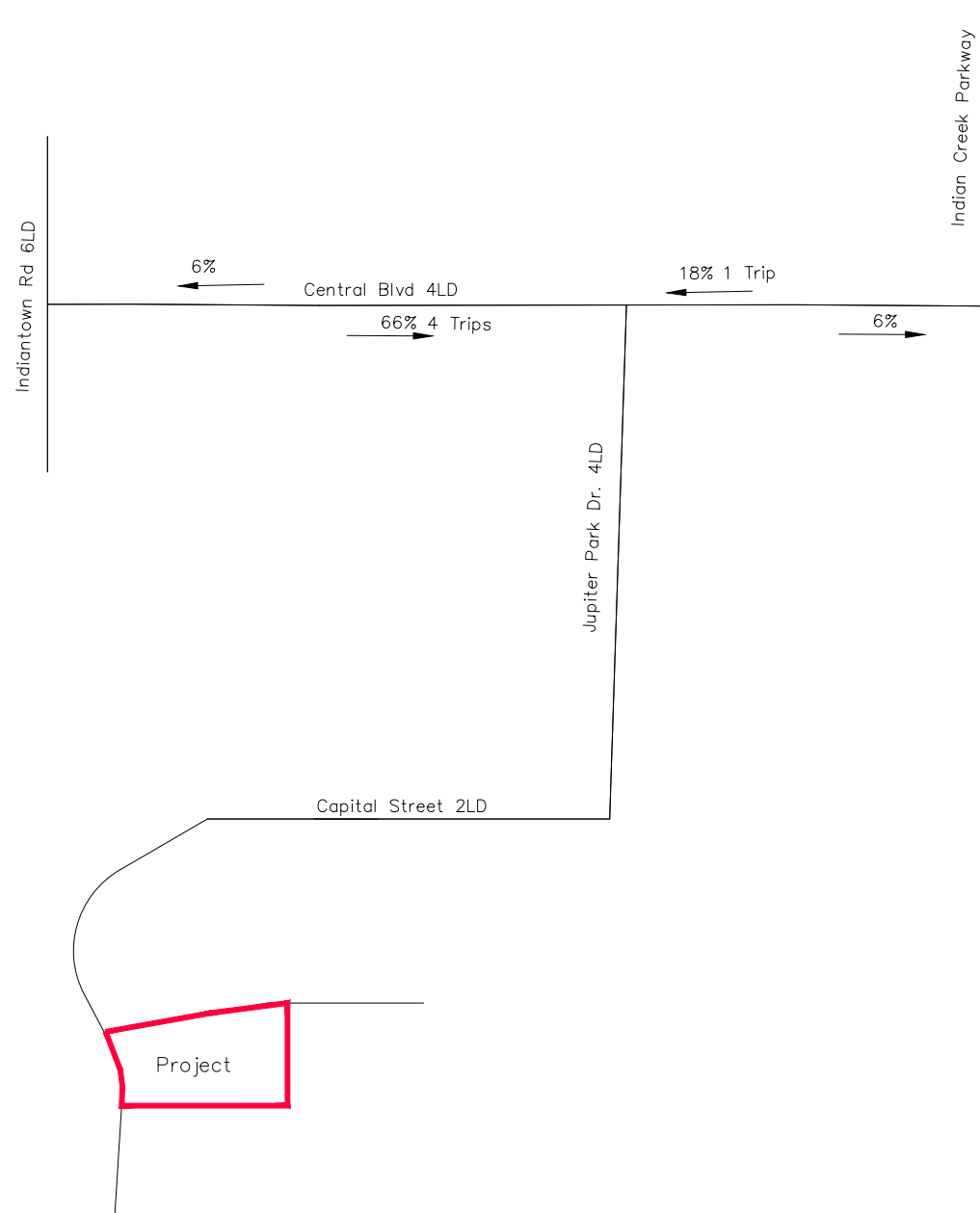
Segment	From	To	Direction	Lanes	LOS D Directional Peak Hour	Directional Peak Project Volume	Project % Assignment	Directional % Project of Capacity?	More than 1% Capacity?
Jupiter Park Drive	West	Central Blvd	WB	2L	1080	4	66%	.37%	No
			EB	2L	1080	1	18%	0.09%	No

PM Peak Hour

Segment	From	To	Direction	Lanes	LOS D Directional Peak Hour	Directional Peak Project Volume	Project % Assignment	Directional % Project of Capacity?	More than 1% Capacity?
Jupiter Park Drive	West	Central Blvd	WB	2L	1080	1	18%	0.09%	No
			EB	2L	1080	4	66%	0.37%	No



Driveway Peak Hour Turning
Movements



AM Peak Hour



PM Peak Hour

PARKING AND USE TABLE		
GENERAL	BUILDING ONE	BUILDING TWO
	DESCRIPTION	DESCRIPTION
USE	B	1.5
	1.5	1.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
PARKING	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5
	2.5	2.5

- CONDITIONS OF APPROVAL - PZ 19-381
- THE OWNER SHALL INSTALL AND MAINTAIN ALL IMPROVEMENTS IN COMPLIANCE WITH THE FOLLOWING:
 - USE DESIGNATION PLAN, REFERENCED AS "UDP-1", PREPARED BY MB DESIGN ASSOCIATES, INC., DATED 12/19/19, RECEIVED BY THE DEPARTMENT OF PLANNING AND ZONING ON 01/08/20.
 - PAVEMENT MARKING PLAN, REFERENCED AS "SHEET C-2", PREPARED BY JEFF BRAYAN, INC., DATED 1/16/19, RECEIVED BY THE DEPARTMENT OF PLANNING AND ZONING ON 01/08/20.
 - LANDSCAPE DEVELOPMENT PLAN, REFERENCED AS "SHEET L1 OF 1" AND "SHEET L2 OF 2", DATED 01/16/2020, RECEIVED BY THE DEPARTMENT OF PLANNING AND ZONING ON 01/08/2020.
 - STATEMENT OF USE, PREPARED BY GENTLE GLASS HOLLOWAY O'HANNEY AND ASSOCIATES, INC., DATED 12/2/19, RECEIVED BY THE DEPARTMENT OF PLANNING AND ZONING ON 01/08/2020.
 - THE USES CONDUCTED ON THE SUBJECT PROPERTY SHALL CONFORM TO THE REPRESENTATIONS IN THE STATEMENT OF USE RECEIVED AND DATED BY THE DEPARTMENT OF PLANNING AND ZONING ON 01/08/2020.
 - ANY REVISIONS TO THE SITE PLAN, LANDSCAPE PLAN, ELEVATIONS, STATEMENT OF USE OR OTHER DETAILS SUBMITTED AS PART OF THIS APPLICATION, INCLUDING BUT NOT LIMITED TO THE LOCATION OF THE PROPOSED IMPROVEMENTS OR ADDITIONAL, REVISED OR DELETED COLORS, MATERIALS, OR STRUCTURES, SHALL BE REQUESTED IN WRITING TO THE DEPARTMENT OF PLANNING AND ZONING HEREINAFTER THE DEPARTMENT AND SHALL BE SUBJECT TO THE DEPARTMENT'S REVIEW AND APPROVAL.
 - UPON THE SUBMITTAL OF THE FINAL PLANS AND PRIOR TO THE ISSUANCE OF A DEVELOPMENT PERMIT, THE OWNER SHALL REEPLY THE LANDSCAPE DEVELOPMENT PLAN TO CHANGE THE NOTE FOR THREE PALMS IN THE LANDSCAPE PENINSULA NORTH OF SUITE 4 TO INDICATE "5 BABAL PALMS" RATHER THAN "1 DAZON HOLLY".
 - ENGINEERING PERMITS ARE REQUIRED FOR SITE WORK SUCH AS ADDING ADA SPACES AND SIDEWALKS.
 - BUILDING PERMITS ARE REQUIRED TO DEMISE SUITES 1 THROUGH 6.
 - BUILDING PERMITS ARE REQUIRED TO DEMISE AND ADD MEZZANINES IN UNITS 1, 8 AND 9.
 - PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY SUITE 1 THROUGH 9, THE OWNER SHALL ENSURE THE SITE IS IN CONFORMANCE WITH PAVEMENT MARKING PLAN AND LANDSCAPE DEVELOPMENT PLAN.
 - WRITTEN APPROVAL FROM THE JUPITER PARK DRIVE MASTER ASSOCIATION, INC. IT SUCCESSIONS OR ASSIGNS IS REQUIRED TO BE INCLUDED AS A PART OF ANY SITE PLAN APPLICANT APPLICATION FOR THE SUBJECT PROPERTY.
 - THE PLACEMENT OF ANY TYPE OF VENDING MACHINES OR UNITS THAT DISPENSE FOOD, BEVERAGES, CANDY, MERCHANDISE, PRODUCTS, GOODS, HANDICRAFTS, OR ADVERTISING MAGAZINES OUTSIDE THE CORNERS OF THE PRINCIPAL STRUCTURE, OR ON THE EXTERIOR PORTIONS OF THE SUBJECT PROPERTY WITHIN PUBLIC VIEW IS PROHIBITED.
 - UNLESS MODIFIED BY CONDITION HEREIN, ALL CONDITIONS OF APPROVAL FROM RESOLUTION NO. 89-19 NOT IN CONFLICT ARE INCORPORATED HEREIN AND SHALL REMAIN IN EFFECT.



FINAL PLAN: DRC APPROVAL - FEBRUARY 12, 2020-PZ 19-381

USE DESIGNATION PLAN
NOT TO SCALE



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Overall notes:
-minor infill along perimeter hedge
-remove weeds/vines from all areas,
especially east buffer

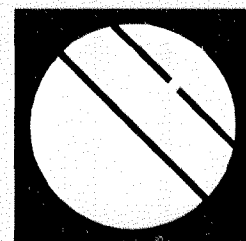
Attachment C - Landscape Plan

EXISTING 10'
UTILITY EASEMENT

10' x30' SIGHT
TRIANGLES

STOP BAR
STOP SIGN

RECEIVED
PLANNING & ZONING
2001 OCT -3 PM 4:07



**Cotleur
Hearing**

Landscape Architecture
Planning
Environmental Consulting
Graphic Design

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561-747-6336 Fax 747-1377

Lot 29
Jupiter Park of Commerce
Jupiter, Florida

JUPITER PARK CIRCLE

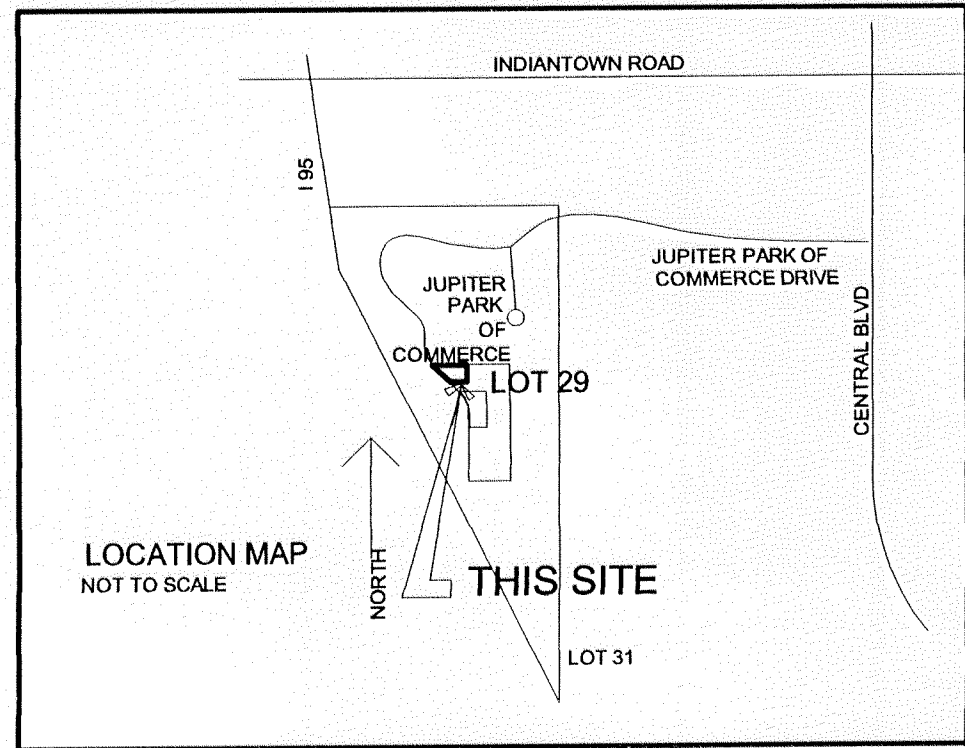
BUILDING ONE

BUILDING TWO

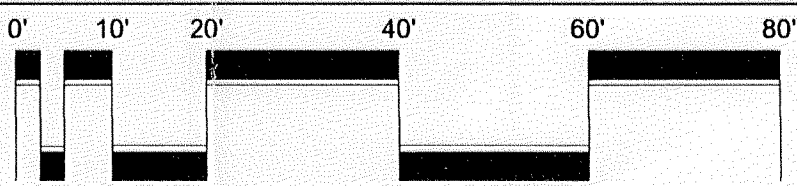
LANDSCAPE PLAN

Revised Landscape Plan
FINAL PLAN

DATE 10/4/1



North



Scale: 1" = 20'

DESIGNED	ESF
DRAWN	ESF
APPROVED	DEH
JOB NUMBER	99-0802
DATE	AUG. 9, 1999
REVISIONS	OCT. 26, 1999
	NOV. 22, 1999
	FEB. 11, 2000
	3-16-01
8-16-01	8-3-01

SHEET **L1** OF **2**

© COTLEUR HEARING INC.
These drawings are the property of the architect and are
not to be used for alterations or on other projects except
by agreement in writing with the architect. Immediately
report any discrepancies to the architect.

Jupiter, Florida

Designed: _____ M
 Drawn: _____ M
 Approved: _____ M
 Date: _____ 4/14/____
 Job no. _____
 Revisions: _____

Cad no. CAD0

Seal

C C000530

Sheet Title:

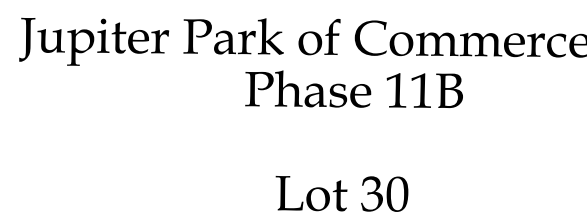
Site Designation & Parking Plan

Scale: 1" = 30'

Sheet No.

SP-1

00-0000



Site Data

Total Site Area	3.19 Acres, 138,787.5 s.f.
Existing Zoning	I-1; Light Industrial

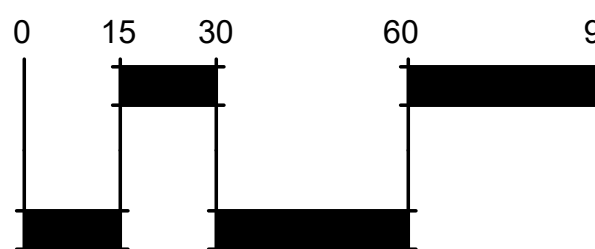
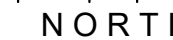
Building Data

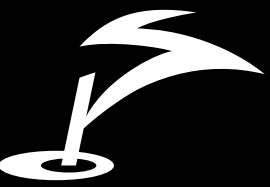
Building '1'	25,501 s.f.
Building '2'	<u>15,403 s.f.</u>

Total Building Area Proposed	40,904 s.f.
Total Building Area Existing	40,904 s.f.
Existing Bldg. Lot Coverage	39,226 s.f.; 28.3%
Proposed Bldg. Lot Coverage	39,226 s.f.; 28.3%

Parking Data

Office Use	19,334 s.f.	(1/250 s.f.)	77.34 Spaces
Gen. Industrial Use	21,570 s.f.	(1/500 s.f.)	43.14 Spaces
Total Parking Required			120 Spaces
Total Parking Provided			130 Spaces
Total Parking Currently Existing			130 Spaces
Handicap Parking Required			5 Spaces
Handicap Parking Provided			9 Spaces





SMASH®

Golf HQ

1201 and 1251 Jupiter Park Drive

Special Exception - Site Plan
Jupiter, FL

Request

Site Plan Amendment and Special Exception to designate 5,019 sf of existing general industrial use to business office use

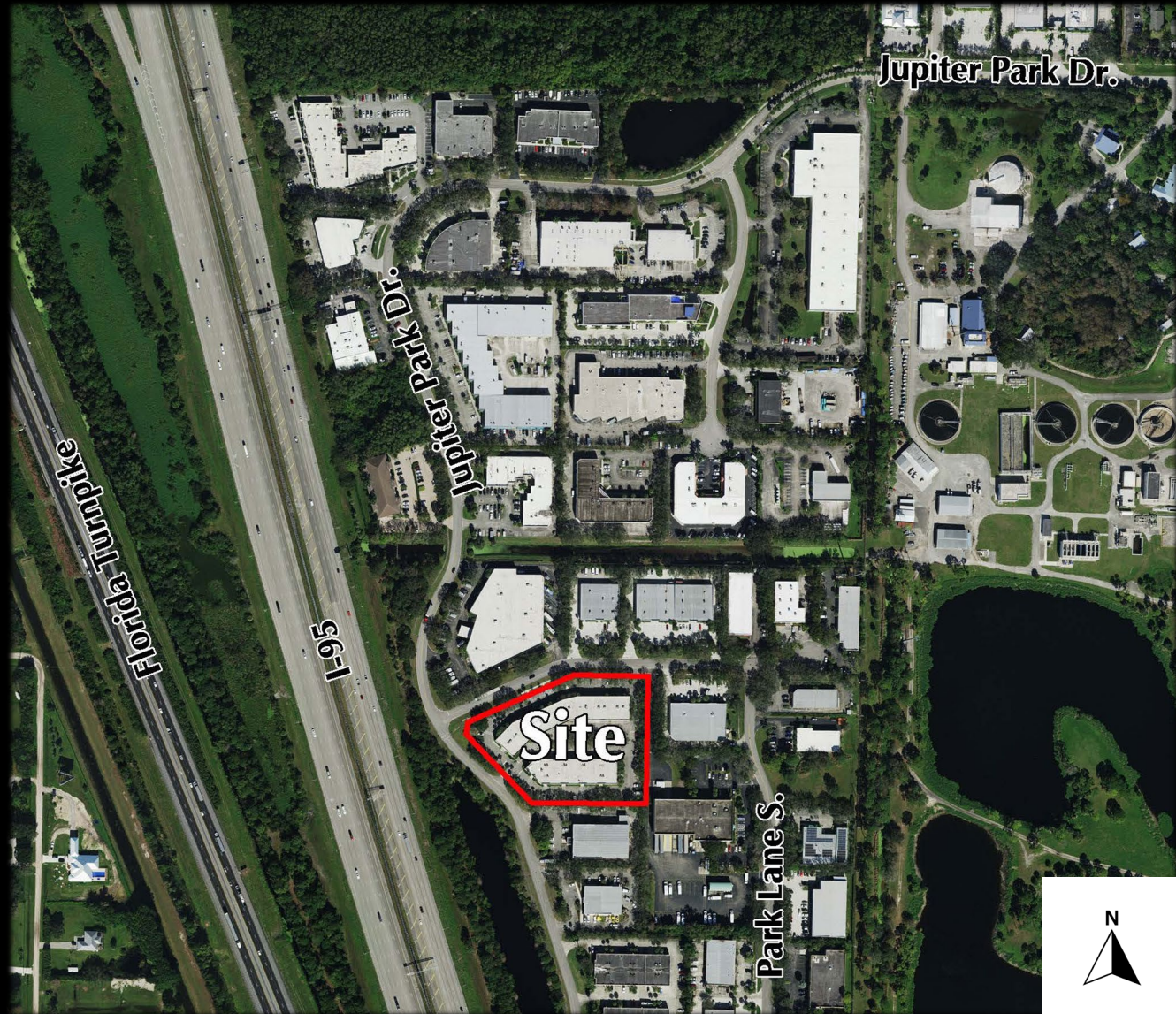
Only affects Unit 12 (Building 2) – **NO ADDITIONAL SQ. FOOTAGE PROPOSED**

Special Exception required for anything in excess of 2,500 sf in the I-1 zoning district

Business Office to be used for Smash Golf Headquarters

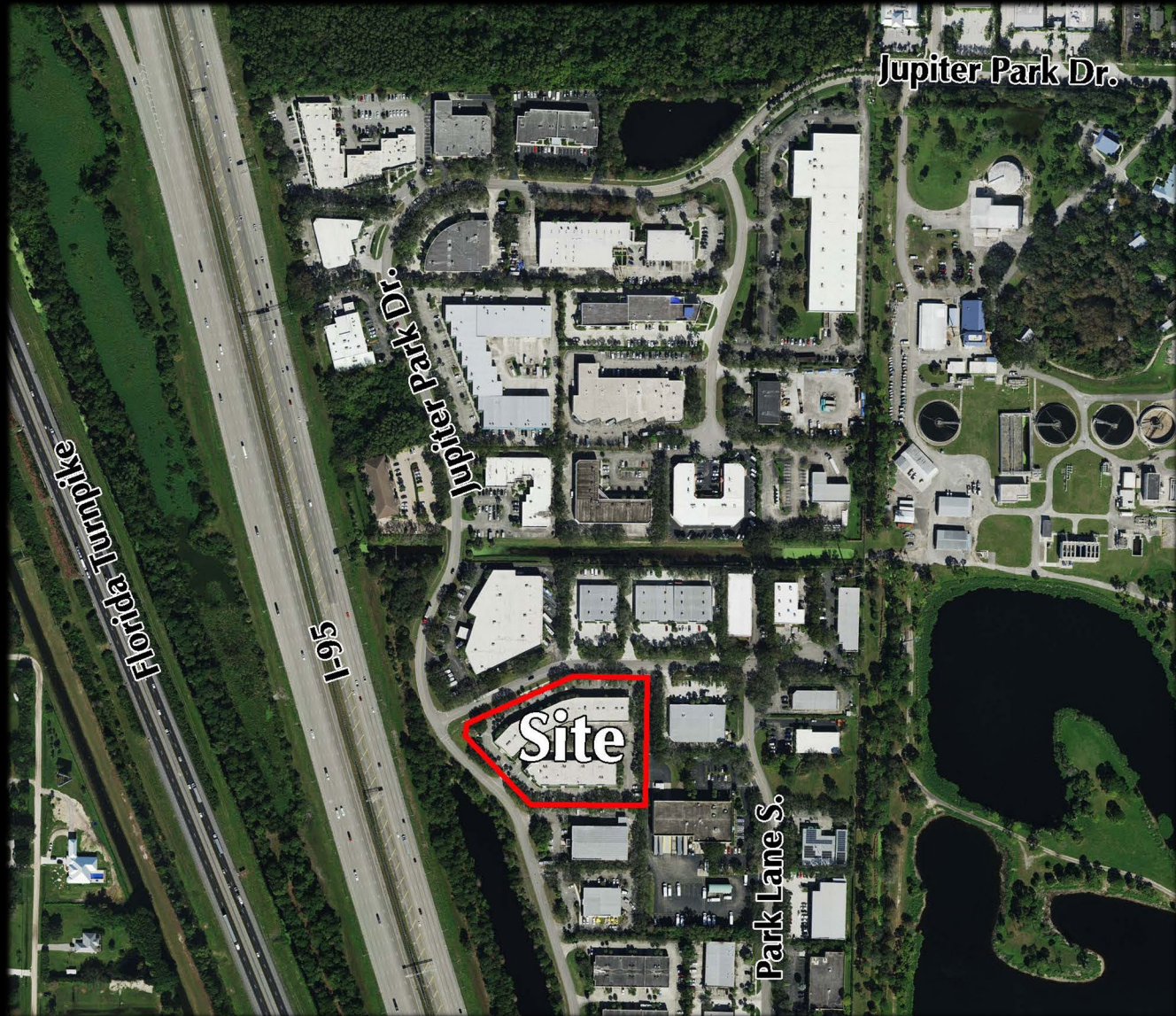
Project Location

- ❖ Located in Jupiter Park of Commerce; at 1201/1251 Jupiter Park Drive
- ❖ Consists of two separate buildings;



Site History

- ❖ 2001 – Site Developed;
- ❖ 2018 – Sold to new ownership;
- ❖ 2019 – Site plan amendment to add mezzanine spaces to some bays/ and condo the facility;



About Smash Golf

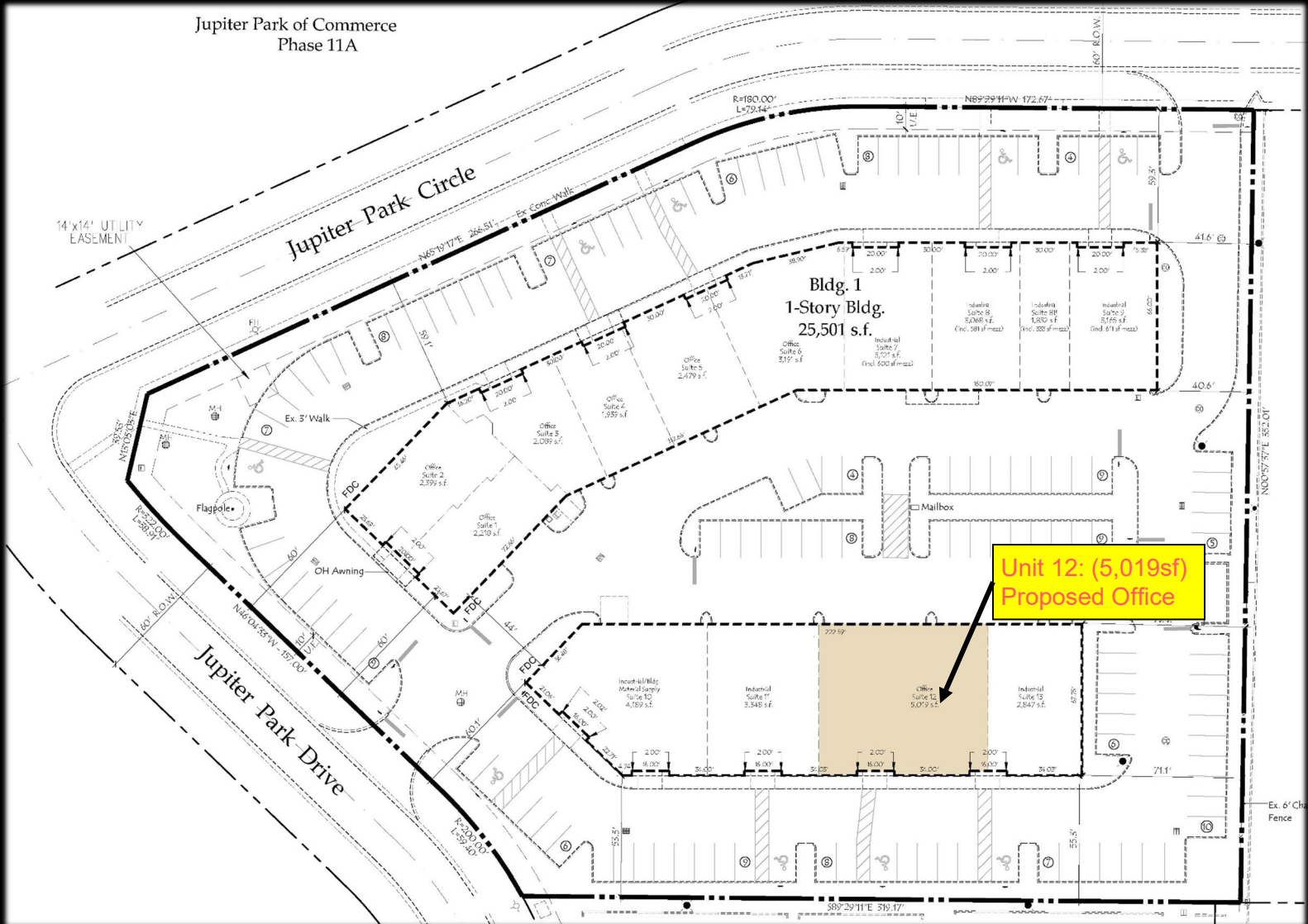
Under the LIV brand; whose mission is to inspire fans and players to embrace full potential;

Believes that each challenge is an opportunity to rise higher and create a lasting impact

Scope of Proposed Improvements

- ❖ The proposed office use will support the administrative arm that furthers the brand
- ❖ Small number of employees on site to coordinate/plan meetings, and golf tournament preparation (equipment organizing and uniforms)
- ❖ Golf simulator (for PRIVATE USE ONLY)

Proposed Site Plan



Site Data

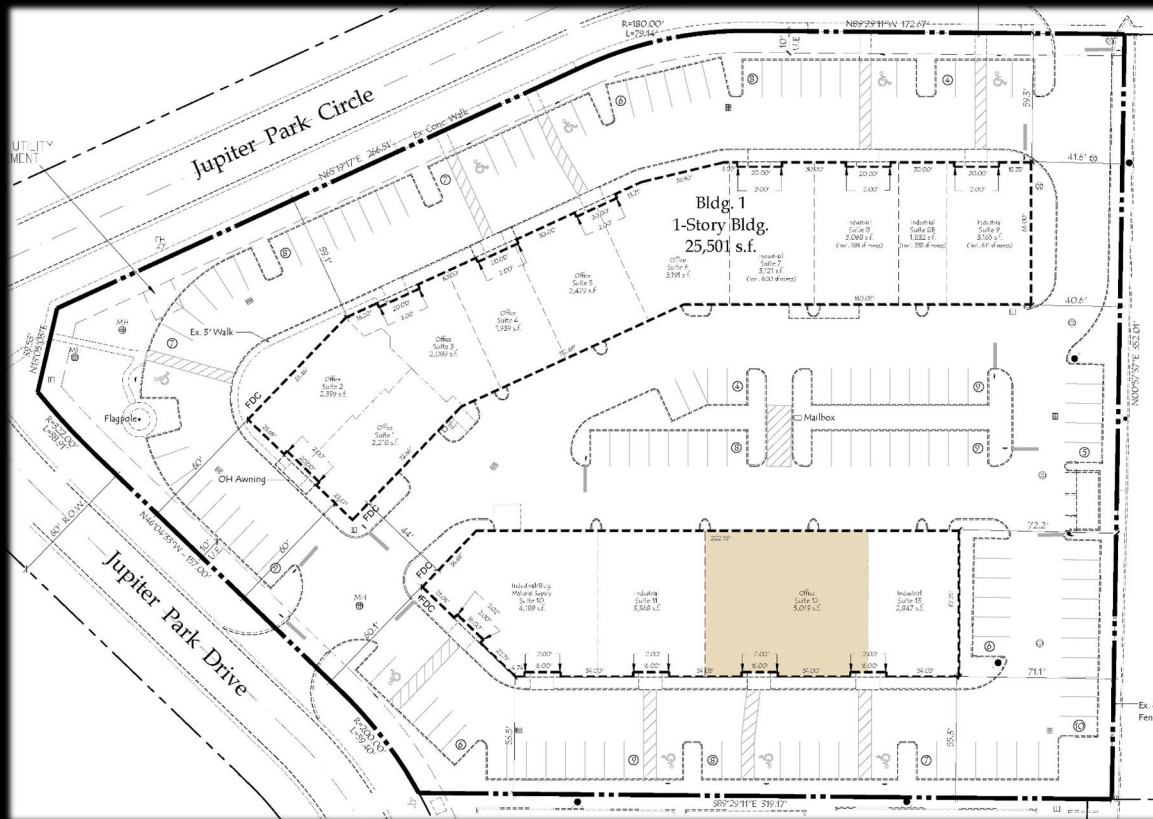
Property Size: 2.2 ac;

- ❖ Land Use - Industrial
- ❖ Zoning – I-1; Light Industrial
 - ❖ Bioscience Research Protection Overlay

Total Existing Building Area: 40,904 sf
Building 1 – 25,501sf
Building 2 – 15,403 sf

Office Use – 19,334 sf
Gen. Industrial Use – 21,570 sf

Existing Parking: 130 spaces
120 spaces required



Special Exception Criteria

Special Exception Requests required for business offices greater than 2,500 square feet, in the I-1 zoning district. The Owner proposes to convert 5,019 sf of existing sf from industrial to office:

- ❖ Important to note that business office is considered a use by right when they are equal to or below 2,500 sf;
- ❖ Minimal impact to the surrounding uses, as the site is already developed, and this is considered a use designation at an existing facility
- ❖ Proposal creates insignificant traffic impact (received PBC TPS Approval);
- ❖ Minimal employees - (anticipated to have four employees manage the operations)



Engineering and
Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov

**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

May 7, 2025

John B. Iravani, P.E.
Jeff H. Iravani, Inc.,
1934 Commerce Lane, Suite 5
Jupiter, FL 33458

**RE: 1201 - 1251 Jupiter Park Drive
Project #: 250417
Traffic Performance Standards (TPS) Review**

Dear Mr. Iravani:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated April 10, 2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality: Jupiter
Location: SEC of Jupiter Park Circle and Jupiter Park Drive
30-42-41-09-03-000-0291
PCN:
Access: Two existing full access driveways onto Jupiter Park Circle and Jupiter Park Drive
(As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses: Warehouse Spaces = 26,589 SF and Office Spaces = 14,315 SF
Proposed Uses: Warehouse Spaces = 21,570 SF and Office Spaces = 19,334 SF
Net Daily Trips: 41 (Proposed – Existing)
Net Peak Hour Trips: 6 (5/1) AM; 6 (1/5) PM (Proposed – Existing)
New Daily Trips: 222
New Peak Hour Trips: 30 (26/4) AM; 29 (5/23) PM
Build-out: December 31, 2026

Based on the review, the Traffic Division has determined the proposed development generates less than 21 peak hour trips. Therefore, a detailed traffic study is not required. The project meets the Traffic Performance Standards.

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

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

Industrial vs Office Analysis

Policy 1.1.13 – Future Land Use Element

- ❖ Policy 1.3.13 of TOJ Comprehensive Plan states:
“office uses can be allowed as long as the industrial predominance remains”
- ❖ Analysis conducted to compare the industrial (primary) uses against the office (additional/compatible) uses within the subject development, as well as the overall Jupiter Park of Commerce

1201 and 1251 Jupiter Park Drive Analysis

Use	Square Footage	Percent of Development
Primary (Industrial)	21,570sf	52.7%
Additional/Compatible (Office)	19,334sf	47.3%
Total	40,904 sf	100%

Predominance of Industrial is maintained

Industrial vs Office Analysis

Jupiter Park of Commerce and Overall Town of Jupiter

Area	Primary Industrial Use		Non-primary (Additional Compatible) Uses	
	Square feet	Percentage	Square feet	Percentage
Jupiter Park of Commerce (without proposed project)	765,593	72.4%	292,001	27.6%
Jupiter Park of Commerce (with proposed project)	760,574	71.9%	297,020	28.1%
Increase (Decrease)	-5,019	-0.5%	+5,019	+0.5%
TOJ Total (without project)	1,622,345	52.1%	1,492,445	47.9%
TOJ Total (with proposed project)	1,617,326	51.9%	1,497,464	48.1%
Increase (Decrease)	-5,019	-0.2%	+5,019	+0.2%

** Approved Square Footages provided by TOJ Planning and Zoning*

INDUSTRIAL PREDOMINANCE REMAINS in both the Jupiter Park of Commerce and the overall TOJ

Conclusion

- ❖ Special Exception request to designate 5,019 sf of ex. Gen. Industrial to Business Office --- NO additional square footage.
- ❖ Staff finds application consistent with Comprehensive Plan
- ❖ Received POA approval for request
- ❖ Unanimous recommendation from PZ Commission
- ❖ No issues with Conditions of Approval

Thank You!

TOWN OF JUPITER
Sawfish Bay Park Seawall Replacement & Flushing Channel Design & Permitting Work Order



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Approval of Resolution 56-25 for the approval of Work Order #40 with Calvin Giordano and Associates for the design and permitting of a replacement seawall and new flushing channel at Sawfish Bay Park in an amount not to exceed \$257,238.16.

EXECUTIVE SUMMARY

Consideration of Resolution No. 56-25 (Attachment 1) by the Town Council for the approval of Work Order #40 with continuing services consulting engineers, Calvin Giordano and Associates (CGA), for the design and permitting of a replacement seawall and new flushing channel at Sawfish Bay Park. The amount for services shall not to exceed \$257,238.16.

The original continuing service contract and Resolution No. 56-25 were reviewed by the Town Attorney for legal sufficiency.

ANALYSIS

The design and permitting work for the replacement seawall and new flushing channel at Sawfish Bay Park is funded by two 2025 Community Investment Program (CIP) projects for the park: the Sawfish Bay Park Seawall Replacement (CIP #E2303) and the Sawfish Bay Park Historic and Environmental Improvements CIP (R1702). The Sawfish Bay Park Historic and Environmental Improvements CIP will fund the flushing channel portion of the design. In addition, this design and permitting work is planned in coordination with the approved Phase 3 living shoreline environmental improvements in the Sawfish Bay Park Historic and Environmental Improvements CIP. Phase 1 and 2 of the living shoreline has been completed. CGA and their subcontractor is also the design engineer for the living shoreline portions of the project.

The need to replace over 1,000 linear feet of seawall and new flushing channel at Sawfish Bay Park came about as part of the "Protect local seagrass and the Loxahatchee River" Strategic Initiative in preparation of the living shoreline project. In 2022, CGA through their subcontractor Cummins-Cederberg Coastal Marine Engineering, completed a "Waterfront Structures Inspection Report". The report identified cracks and spalling in the concrete seawall cap, the vinyl seawall is also bowing and experiencing movement that resulted in a recommendation to completely replace the seawall. The need for the new flushing channel is to improve water quality in the old marina basin as the existing area with living shoreline regularly traps sediment, debris and algae. One of the goals for the Sawfish Bay Park Historic and Environmental Improvements CIP is to restore marine habitat. While living shorelines and oyster habitat are the most efficient, natural, and cost-effective filtering system, there is also a need to improve

flushing in the marina basin to optimize water quality and marine habitat, as the basin holds sediment, algae and debris. Sediment, debris and algae smothers essential habitat, seagrasses and oyster beds. Jupiter Inlet District (JID) is currently conducting a sedimentation study for the Loxahatchee River that includes Sawfish Bay to support the shared effort to improve water quality. The design and permitting of the flushing channel includes a more detailed flushing study that goes further than an initial review did in 2022.



The June 2, 2025 picture (left) shows the buildup of algae along the south end of the Sawfish Bay marina basin. Debris and detritus also impact the marina basin. Installing a flushing channel along the southeast corner of the marina basin will improve water quality and the oyster and seagrass habitat of the park, as well as Sawfish Bay.

If approved and once design is underway, staff anticipates submitting for a Resilient Florida Grant for the construction of the seawall in September 2025. This is a matching reimbursable grant that the Town will be eligible for since the improvements address needs identified in the Town's Vulnerability Assessment.

Town staff is providing Resolution No. 56-25 for consideration by Town Council for approval of Work Order #40 with Calvin Giordano and Associates in an amount not to exceed \$257,238.16.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 56-25
2. Work Order #40 - Calvin Giordano and Associates Scope of Services
3. CIP Sheet Sawfish Bay Park Seawall Replacement
4. CIP Sheet Sawfish Bay Park Historic and Environmental Improvements

FUNDING SOURCE

X	Approved in 2025 Budget for Sawfish Bay Park Seawall Replacement	\$180,000	Sources: Sawfish Bay Park Seawall Replacement CIP (E2303)
X	Approved in Budget for Sawfish Bay Park	\$77,238.16	Sources: Sawfish Bay Park CIP (R1702)
	Additional Funding Requested	\$0	Sources:

For more information or copies of the attachments, please contact Stephanie A. Thoburn at Stepht@jupiter.fl.us or 561-741-2476.

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RESOLUTION NO. 56-25

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A WORK ORDER FOR THE
DESIGNING AND PERMITTING OF A REPLACEMENT
SEAWALL AND FLUSHING CHANNEL AT SAWFISH BAY
PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, the Town maintains a continuing service consultant engineering contract with Calvin Giordano & Associates; and

WHEREAS, the Town's Planning and Zoning Department requested a proposal from Calvin Giordano & Associates in order to create a work order to provide construction design and permitting work for the replacement of an existing vinyl seawall and a flushing channel at Sawfish Bay Park; and

WHEREAS, the design work and permitting would implement the Town Council's 2024-2025 Strategic Priority to "Protect local seagrass and the Loxahatchee River"; and

WHEREAS, the Town Council has determined that is should authorize Work Order No. 40 of Contract EPW 2016-12B, in an amount not to exceed \$257,238.16 to Calvin Giordano & Associates; and

WHEREAS, the Town has budgeted funds in the amount of \$257,238.16 in its

current fiscal year general fund budget from the Sawfish Bay Park & Train Depot CIP, (Project #1702) with \$77,238.16, and in the Sawfish Bay Seawall Replacement CIP, (Project #2303) with \$180,000, which are available for the funding of the design of the project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Planning and Zoning is hereby directed to execute the work order with Calvin Giordano & Associates in an amount not to exceed \$257,238.16.

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

V:\PlanningZoning\Staff\NATURAL RESOURCES\Open Space Properties - Town Owned\11 Sawfish Bay Park\Living Shoreline\Seawall Replacement\Res 56-25 CGA design.docx

#56634166623488 v1.2 26503-00001



WORK ORDER NO. 40

SCOPE OF SERVICES

Shoreline Improvements – Sawfish Bay Park- Seawall Replacement and Flushing Channel

OVERVIEW

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal for professional engineering services to the Town of Jupiter (TOWN) for the engineering and environmental consulting services for the proposed seawall replacement and channel creation project at Sawfish Bay Park, located at 1133 N Alternate A1A, Town of Jupiter, Palm Beach County, Florida (Project). Cummins Cederberg, Inc. (CCI), as subconsultant for CGA, shall provide professional marine engineering and environmental engineering services with the Shoreline Improvements Sawfish Park project.

It is our understanding that the Town of Jupiter would like to replace approximately 1,000 linear feet of vinyl seawall and create a channel on the southeast corner to improve flushing within the Sawfish Bay Park basin (Figure 1). Cummins Cederberg's inspection of the seawall and recommendations were provided in their Waterfront Structures Inspection Report dated January 2022 and has completed multiple living shoreline installation for the Town in Sawfish Bay Park within the last few years. For ease of construction and to secure more competitive bids, this scope of services will be designed and permitted in conjunction with the living shoreline and basin filling project authorized under the previous Phase 3 – Sawfish Bay Park contract, Work Order #29.

SCOPE OF SERVICES

Task 1 – Field Investigations

- A. **Boundary Survey:** The existing survey completed by Legacy Surveying, dated January 5, 2022, will be updated for the property to serve as the basis for subsequent design and regulatory permitting. Specifically, the location and elevation of the mean high water line, previously-installed living shorelines (e.g., Reef Balls, mangrove planters), mangrove trunks and canopy along the southeast shoreline, and fish cleaning stations will be identified and added to the survey along with other general features of the site pertinent to the project. In addition, water depths fronting the shoreline at the southeast corner will be collected to support the engineering of the new shoreline improvements. The survey data collected in the field will be reduced to the horizontal coordinate system and vertical datum established for the Project. Utility easements will be included on the survey if provided by the TOWN.

Deliverables

The deliverables shall be as follows:

- A. Boundary Survey – Updated Survey, Signed/Sealed by Florida-registered Professional Surveyor & Mapper (PDF and CADD)
- B. **Geotechnical Investigation:** CCI will perform four (4) Standard Penetration Tests to a depth of 40 feet below the ground surface adjacent to the existing seawall. Sunshine One Call will be contacted for advice regarding the location of underground utilities. This will take approximately 10 business days to be cleared by Sunshine One Call. In addition, CCI will require that any other available information regarding the location of underground utilities be provided. CCI or its subconsultants cannot be held responsible for damage to below ground structures or utilities which are not identified to them. Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, soil parameters, soil unit weights, internal friction angles, soil pressure coefficients, and recommendations for culvert foundation support.

Deliverables

The deliverables shall be as follows:

- B. Geotechnical Investigation – Geotechnical Investigation Report, Signed/Sealed by Florida-registered Professional Engineer (PDF)
- C. **Marine Resource Survey:** The Phase 3 seagrass survey was performed in September 2024 by CCI. It is anticipated that an updated marine resource survey will need to be performed to encompass areas not included in the 2024 survey and to include surveying existing mangroves as it relates to the channel creation. The survey will be completed at the end of the seagrass growing seasons (June 1 – September 30) The survey will include the basin and the submerged lands along the existing seawall and waterward 50 feet (Figure 2). The survey will be conducted by two qualified marine biologists on SCUBA and one field technician as safety support. Data (e.g., species, percent coverage, and location of marine resources observed) will be collected using methods to satisfy regulatory agency requirements. This scope of services includes equipment and expenses. The data will be processed and illustrated on a basemap. The basemap will include location and coverage of documented marine resources. A brief environmental survey report, including representative photographs, will be prepared summarizing the investigations. This scope assumes 1.5 days needed to complete the survey.

Deliverables

The deliverables shall be as follows:

- C. Marine Resource Survey – Environmental Survey and Report (PDF and CADD)

Task 2 – Environmental Permitting

- A. **SWERP Application and Processing:** CCI will include the seawall replacement and channel creation scope of work into the Individual Statewide Environmental Resources Permit (SWERP) Application prepared under Work Order 29 to be processed with the Florida Department of Environmental Protection (FDEP). CCI will maintain contact with FDEP staff to review plans, attend meetings, and provide additional information, as

needed to expedite their review. It is anticipated that negotiation with the agencies will be needed before mitigation can be finalized and approved. The TOWN will provide CGA with a signed application form, ownership information, a suitable onsite mitigation planting location or mitigation contributions (if required) and an application fee in an amount of \$420.00. This scope assumes no impacts to seagrasses will occur.

Deliverables

The deliverables shall be as follows:

- A. SWERP Application and Processing – FDEP Permit Application (PDF) and subsequent Requests for Additional Information (PDF)
- B. USACE Application and Processing:** CCI will include the seawall replacement and channel creation scope of work into the Department of the Army Permit Application prepared under Work Order 29 to be processed with the US Army Corps of Engineers (USACE). CCI will maintain contact with USACE staff to review plans, attend meetings, and provide additional information, as needed to expedite their review. It is anticipated that negotiation with the agencies will be needed before mitigation can be finalized and approved. The TOWN will provide CGA with a signed application form, ownership information, a suitable onsite mitigation planting location or mitigation contributions (if required). This scope assumes no impacts to seagrasses will occur.

Deliverables

The deliverables shall be as follows:

- B. USACE Application and Processing – USACE Permit Application (PDF) and subsequent Requests for Additional Information (PDF)
- C. Mangrove Mitigation:** This scope assumes that some mangrove alteration will be needed to facilitate the proposed channel creation design and construction. As part of this scope, Cummins Cederberg will quantify mangrove impacts and identify an appropriate mitigation bank (if available). If a mitigation bank is not available, Cummins Cederberg will work with the TOWN to identify a potential onsite location to plant mangroves and develop a mangrove planting and monitoring plan. Offsite mitigation design is not part of this scope.

Deliverables

The deliverables shall be as follows:

- C. Mangrove Mitigation – Mitigation Bank Paperwork or a Mangrove & Monitoring Planting Plan (PDF)

Task 3 – Detailed Flushing Study

CCI completed a flushing study for the TOWN in March 2022. The study was qualitative in nature and provided general recommendations for improving water quality in the basin. One of the recommendations was to conduct a detailed flushing study (i.e., quantitative) to support the construction of the flushing channel. The following scope is provided to meet this goal.

- A. Data Review:** CCI will review relevant data pertinent to the flushing study, as provided by the TOWN and available from online public databases. Based on prior discussions with the TOWN, water quality data (e.g., Dissolved Oxygen, Salinity) is being collected by others (e.g., Loxahatchee River District, Jupiter Inlet District) and

will be provided for comparison of existing to proposed conditions – with and without the flushing channel.

- B. Current Measurements:** CCI will measure current velocities and tidal variations at the Project site during both ebb and flood flow conditions. One (1) ADCP will be installed for up to 3 days of measurements. The current measurements will be utilized for the calibration and field verification of the numerical model as required by the hydrographic study requirements (Table 1, Item F).
- C. Hydrographic Analysis:** CCI will establish a detailed hydrodynamic model utilizing publicly available bathymetric data for the region and local bathymetric data collected for this Project to simulate water flow during tidal conditions for the Project site. The model will be set up with the state-of-the-art MIKE21 Hydrodynamic (HD) Flow Model (FM) numerical model. CCI will perform numerical model simulations of the tidal hydrodynamics in the vicinity of the Project site for the existing conditions in order to analyze the flow characteristics and flushing. The model is based on an unstructured flexible mesh, which accommodates detailed modeling of channels in varying sizes and configurations. The model will be calibrated with the current measurements obtained under Task 3.2.

The Ecolab module of the MIKE21 HD FM AD numerical model will be utilized by CCI to visually simulate the exchange of water throughout the basin and proposed channel. In the model, the dispersion of dissolved oxygen (and similar water quality parameters) will be simulated to identify potential areas of increased and decreased water flow, along with the overall flushing time to exchange water in the Project area. The flushing time to exchange the majority of the water will be evaluated and compared to the industry standards for water quality.

CCI will utilize the results of the numerical modeling to evaluate the hydrographic conditions. The analysis will specifically consider Items A-F (as outlined in Table 1), as previously requested by FDEP for similar projects. The analysis will determine the estimated time needed to reduce an initial concentration of a hypothetical conservative pollutant to ten percent (10%) of initial (Table 1, item E) in addition to changes in water quality.

- D. Report:** CCI will prepare a report summarizing the results of the analysis suitable for submittal to the environmental regulatory agencies. The report will include a detailed description of Items A-F listed in Table 1. The report will include a summary of the advective/dispersive nature of the waterway and the results of the hydrographic analysis. This task includes one virtual meeting with the Project team to discuss the findings of the Report.

Table 1. FDEP Required Hydrographic Study

A.	Detailed and specific description of the system including dimension--length, width, depth--changes in dimension, entrance channels, details of the mooring structures and location and configuration, number and separation distance of entrances.
B.	Detailed and specific description of the longest path length from the center of the system to adjacent open waters.
C.	Detailed and specific description of the mean tide range amplitude and periodicity, flow amplitude at mid-tide for ebb and flood at selected locations within the basin and at the location of the entrances to the basin.
D.	Detailed and specific description of the phase lag in the tide between the entrance(s) and the center of the system and to the head of the system.
E.	Estimated time needed to reduce an initial concentration of a hypothetical conservative pollutant to ten percent (10%) of initial. Consider that the pollutant is placed at a point in the waterway farthest from the mouth.
F.	Field verification of the model used to determine the flushing. As part of this, determine the advective/dispersive nature of the waterway. A water tracer dye study shall be used to determine the size, distance of travel, and time of dispersion to the 10% concentration isopleth. Provide a concentration mapping versus distance and time for the dye injection.

Deliverables for Task 3

The deliverables shall be as follows:

Detailed Hydrographic Study Report (PDF)

Task 4 – Marine Engineering

- A. **Seawall Design:** CCI will design a replacement seawall within 18 in. waterward of the existing for the length of the shoreline at the Project site. Geotechnical data collected under Task 1B will be evaluated for the design of the seawall, along with lateral loads due to surcharges and other identified loads. It is anticipated the new seawall will consist of sheet pile, either in cantilever or with anchorage for lateral support (e.g., tie backs). Various sheet pile material and section alternatives will be evaluated to converge on the most cost-efficient design, including but not limited to steel, composite, and concrete. The seawall design will include a reinforced concrete cap. Specifications and details for material characteristics such as concrete strength, water content, and corrosion inhibitors, along with reinforcement details will be developed for various components as part of the design process, as applicable. CCI will include an Opinion of Probable Construction Cost for consideration by the TOWN. This task includes two virtual meetings with the Project team to discuss the design.

CCI will prepare drawings in sufficient detail for submittal to the regulatory agencies, as well as ultimate construction. The plans will be prepared in CAD format using industry standards for this type of construction. CCI will provide structural calculations for the design and subsequent building permit processing as appropriate. The drawings and calculations will be signed and sealed by a Florida registered Professional Engineer. The following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles
- General Notes – Specifications, materials, list of abbreviations
- Site Plan – Existing conditions, survey
- Demolition Plan – Seawall demolition plan

- Proposed Plan – Seawall alignment, pile layout, turbidity curtain, cap alignment and width
- Structural Sections – Cross sections, structural details, outfall penetrations, reinforcement

Deliverables

The deliverables shall be as follows:

- A. Seawall Design – Opinion of Probable Cost (PDF); Construction Drawings (PDF), Structural Calculations (PDF)
- B. **Flushing Channel Design:** CCI will design a flushing channel to promote flushing inside Sawfish Bay and a timber pedestrian walkway for access to the eastern shoreline. The flushing channel design will include a detailed dredge template with side slopes, seabed stabilization, and sediment management details. The pedestrian walkway design will include timber framing, decking, and handrails. It is assumed the walkway will be inset on the proposed seawall cap to provide a smooth transition across the flushing channel. Typical sections illustrating the design layout, deck elevations, proposed materials, and connections to proposed structures will be included. Specifications and details for material characteristics such as timber grades and hardware grades will be finalized for various components as part of the design process, as applicable. The boardwalk superstructure will be designed for service (i.e., normal) and extreme (i.e., storms) conditions, as applicable. The flushing channel design will include stabilization, which may include riprap or marine mattresses to reduce scour during tidal exchange. This task includes two virtual meetings with the Project team to discuss the design

CCI will prepare drawings in sufficient detail for submittal to the regulatory agencies, as well as ultimate construction. The plans will be prepared in CAD format using industry standards for this type of construction. CCI will provide structural calculations for the design and subsequent building permit processing as appropriate. The drawings and calculations will be signed and sealed by a Florida registered Professional Engineer. It is assumed the drawings will be attached to the seawall replacement drawings described under Task 4.A. The following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles
- General Notes – Specifications, materials, list of abbreviations
- Site Plan – Existing conditions, survey
- Demolition Plan – Mangrove trimming
- Proposed Plan – Seawall alignment in channel, turbidity curtain, cap alignment and width, pedestrian walkway, flushing channel
- Dredging Plan – Dredge template, material management
- Structural Sections – Cross sections, structural details, reinforcement, pedestrian walkway framing
- Other required standard and project specific details as applicable

Deliverables

The deliverables shall be as follows:

- B. Flushing Channel Design: – Opinion of Probable Cost (PDF and Word); Construction Drawings (PDF and CADD), Structural Calculations (PDF). All shall be signed and sealed.

Task 5 – Meetings/Additional Services

- A. **Meetings/Additional Services:** CCI will prepare for and attend at least five (5) meetings needed to produce design/permitting documents, and then additional Town requested additional meetings with the project team, as needed, to discuss project-specific details not outlined above including, but not limited to, the coastal environment, environmental regulatory criteria, construction materials, and design optimization to meet project goals. This task will be billed per the rate schedule. Expenses will be billed separately per the rate schedule. This task will only be utilized with TOWN's authorization.

ADDITIONAL SERVICES/ASSUMPTIONS

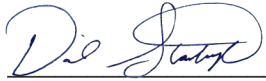
- The only services included in this proposal are those noted above.
- The TOWN shall be responsible for any permitting fees related to this Work Order.
- The TOWN shall notify CGA of any known conditions related to the Project that may affect the above-described scope of services.
- The TOWN shall provide safe access to the Project site as needed by CGA or CCI to complete the above-described scope of services.
- Scope of work does not include any upland improvements including parking lot, park amenities, stormwater, or similar, other than in-kind restoration and harmonization requirement for scope of project (e.g., sidewalk restoration and sodding).
- Scope does not include review of upland structures, local building department permits, any encumbrances of the properties, or any field investigations.
- The TOWN or Contractor to obtain local building department permit.
- Scope of work does not include bidding or construction support services.
- Scope of work assumes there are no legal encumbrance issues.
- Scope of work acknowledges there are historic and archaeological resources onsite, and will coordinate with the Town to confirm potential conflicts that may occur. The TOWN is responsible for providing archaeological services.
- The TOWN shall provide any available background information, such as as-built drawings, historical photographs, permits or other documentation.
- Legal, agency, or permit fees not included.
- The engineering inspection does not include any excavation or non-destructive testing.
- Subsurface utility exploration is not included.
- Impacts to seagrasses are not proposed and seagrass mitigation will not be required.
- Any additional service Amendment to this Work Order can be provided upon request from the TOWN.
- Provide additional services as mutually agreed upon with rates based on the approved rate table as outlined in Consultant's contract with the TOWN.

COMPENSATION

See attached Exhibits A, B, C & D

Submitted By:

Calvin, Giordano & Associates, Inc.

A handwritten signature in blue ink, appearing to read "David Stambaugh", is written over a horizontal line.

David Stambaugh, PE
Vice President of Professional Services

Date: 04/22/2025

Exhibit A

WORK ORDER NO. 40

Shoreline Improvements – Sawfish Bay Park- Seawall Replacement and Flushing Channel

CONTRACT PERFORMANCE

Proposed fee and schedule for completion of Task under WORK ORDER NO. 40 is summarized below.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for basic Professional Engineering services are tabulated below.

Basic Services	Direct Labor Cost
Task 1 – Field Investigations	\$34,784.54
Task 2 – Environmental Permitting	\$34,487.11
Task 3 – Detailed Flushing Study	\$50,865.35
Task 4 – Marine Engineering	\$135,746.16
Task 5 – Meetings/Additional Services	\$0.00
Expenses (including mailings, mileage, & printing)	\$1,355.00
Total (NTE) Cost for Project (plus hourly expenses)	\$257,238.16

Exhibit B

WORK ORDER NO. 40

Shoreline Improvements – Sawfish Bay Park- Seawall Replacement and Flushing Channel

Work Activity		Total
Task 1 – Field Investigations		
Marine and Environmental Engineering Services (CCI)		\$32,357.50
Civil Engineering Services		\$2,427.04
Task 1 Total Not to Exceed		\$34,784.54
 Task 2 – Environmental Permitting		
Marine and Environmental Engineering Services (CCI)		\$31,605.00
Civil Engineering Services		\$2,882.11
Task 2 Total Not to Exceed		\$34,487.11
 Task 3 – Detailed Flushing Study		
Marine and Environmental Engineering Services (CCI)		\$48,590.00
Civil Engineering Services		\$2,275.35
Task 3 Total Not to Exceed		\$50,865.35
 Task 4 – Marine Engineering		
Marine and Environmental Engineering Services (CCI)		\$133,622.50
Civil Engineering Services		\$2,123.66
Task 4 Total Not to Exceed		\$135,746.16
 Task 5 – Meetings/Additional Services		
Marine and Environmental Engineering Services (CCI)		\$0.00
Civil Engineering Services		\$0.00
Task 5 Total Not to Exceed		\$0.00
 Expenses (including mailings, mileage, & printing)		\$1,355.00
 TOTAL		\$257,238.16

Exhibit C

WORK ORDER NO. 40

Shoreline Improvements – Sawfish Bay Park- Seawall Replacement and Flushing Channel

Approved Rates per Contract number EPW 2016-12B

Title	Labor Rates	Multiplier	Burdened Rates
Project Manager	\$52.67	2.88	\$151.69
Senior Engineer (PE)	\$52.67	2.88	\$151.69
Engineer (PE)	\$37.57	2.88	\$108.20
Senior Project Engineer (PE)	\$47.08	2.88	\$135.59
Project Engineer (PE)	\$41.06	2.88	\$118.25
Senior Traffic Engineer (PE)	\$47.08	2.88	\$135.59
Traffic Engineer (PE)	\$37.57	2.88	\$108.20
Senior Electrical Engineer (PE)	\$47.08	2.88	\$135.59
Electrical Engineer (PE)	\$37.57	2.88	\$108.20
Senior Construction Engineer (PE)	\$47.08	2.88	\$135.59
Construction Engineer (PE)	\$37.57	2.88	\$108.20
Senior Construction Field Representative	\$34.73	2.88	\$100.02
Construction Field Representative	\$31.25	2.88	\$90.00
Senior Planner	\$43.40	2.88	\$124.99
Planner	\$31.25	2.88	\$90.00
Senior Coastal/Ocean Engineer (PE)	\$47.08	2.88	\$135.59
Coastal/Ocean Engineer (PE)	\$37.57	2.88	\$108.20
Senior Environmental Planner	\$43.40	2.88	\$124.99
Environmental Planner	\$36.46	2.88	\$105.00
Environmental Field Representative	\$31.25	2.88	\$90.00
Senior Surveyor	\$46.54	2.88	\$134.04
Associate Surveyor	\$58.85	2.88	\$169.49
Surveying Technician	\$37.50	2.88	\$108.00
Administrative Assistant	\$13.10	2.88	\$37.73
Senior CADD/GIS Technician	\$45.47	2.88	\$130.95
CADD/GIS Technician	\$39.54	2.88	\$113.88
Senior Designer	\$35.34	2.88	\$101.78
Survey Crew	-	-	\$148.03
Hydrographic Survey Crew	-	-	\$370.08

Exhibit D

WORK ORDER NO. 40

Shoreline Improvements – Sawfish Bay Park- Seawall Replacement and Flushing Channel

Site Map Exhibit & Marine Resource Survey Area



Figure 1: Site Location Map

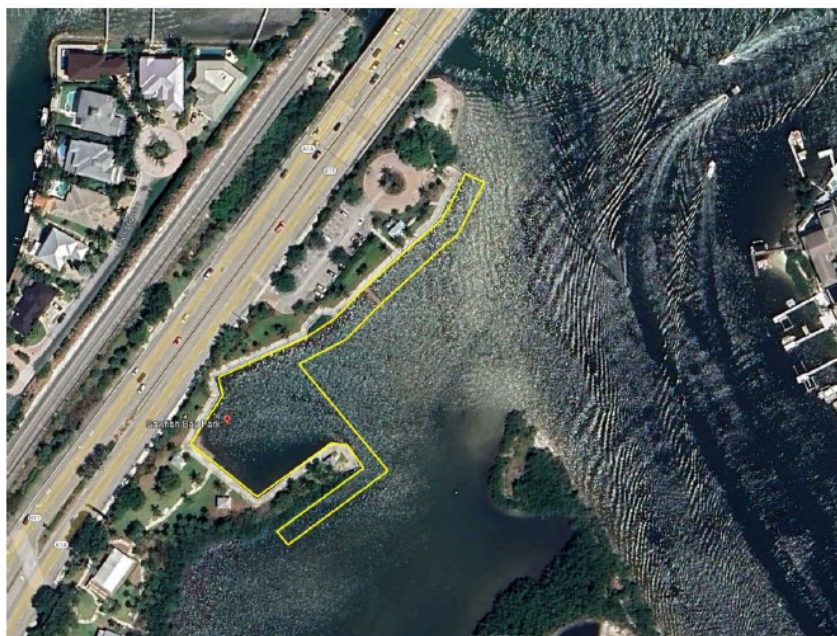
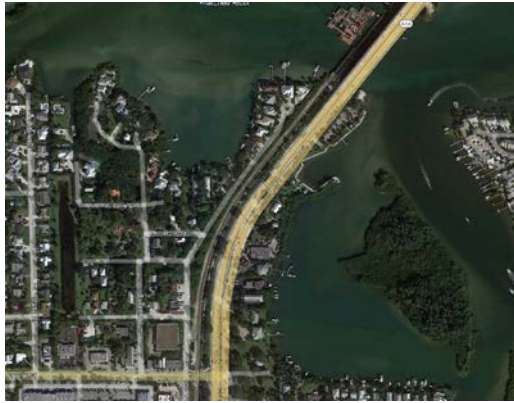


Figure 2. Marine Resource Survey Area

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name: Sawfish Bay Park Seawall Replacement		Department: Engineering	
Link to Strategic Plan/Strategic Result: Green, Blue and Open Spaces / Organizational Excellence		Project #: E2303	Projected In-Service Date: 2024
Project Description and Justification: Project Description:The project consists of survey and design work for the replacement of the seawall in the Sawfish Bay Park. Town staff has identified cracks/spalling in the seawall cap that resulted in a review a structural engineer which is recommending the full replacement of the seawall. The survey and design work would be performed in FY 2024/2025 followed by construction in FY 2026/2027. Justification:Sawfish Bay Park is used by Town residents for fishing and other various outdoor activities. The seawall pile cap repairs are required to maintain the structural integrity of the seawall to keep the park system at its current level of service and safe for participants and users. Seawall cap maintenance will not only keep our park system physically attractive but will also lessen the chances of potential accidents. Thus, minimizing the Town's exposure to possible legal action.			
Location(s) and Program Schedule			
Fiscal Yr	Scope	Budget	
2025	Engineering: Additional costs for design of new seawall and layout.	\$50,000	
2026	Construction: Commence new seawall installation.	\$750,000	
2027	Construction: Complete new seawall installation.	\$750,000	
2028			
2029			

Project Photo(s) / Map of Location

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:
Sawfish Bay Park Seawall Replacement							Engineering
Link to Strategic Plan/Strategic Result:							Project #:
Green, Blue and Open Spaces / Organizational Excellence							E2303
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$80,000	\$50,000	\$0	\$0	\$0	\$0	\$130,000
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$750,000	\$750,000	\$0	\$0	\$1,500,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$80,000	\$50,000	\$750,000	\$750,000	\$0	\$0	\$1,630,000
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$80,000	\$50,000	\$750,000	\$750,000	\$0	\$0	\$1,630,000
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$80,000	\$50,000	\$750,000	\$750,000	\$0	\$0	\$1,630,000
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$30,000	\$100,000	\$130,000
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Balance							\$130,000

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name: Sawfish Bay Park Historic and Environmental Improvements		Department: Planning & Zoning	
Link to Strategic Plan/Strategic Result: Green, Blue and Open Spaces		Project #: R1702	Projected In-Service Date: 2027
Project Description and Justification: This project is for historic and environmental improvements at Sawfish Bay Park and include the interior build out of the Historic Train Depot for a museum, community meeting space/interpretation of the Aicher House and a living shoreline along the park's existing seawall. Bathrooms will be needed to serve the museum and Aicher House community space. In 2015, the Town decided the Train Depot will be a museum and in 2018, the historic Aicher House was relocated and preserved in the park. Staff has worked with the Loxahatchee Guild and the Loxahatchee River Historical Society for donation/artifacts. Environmental enhancements to the park will improve water quality and provide an improved marine habitat along the existing walkway connecting activities between the north and south parts of the park. Staff has secured partnerships with the Jupiter Inlet District (sedimentation study), the Loxahatchee River District (seagrass and water quality monitoring) and the Jupiter Inlet Foundation (educational seagrass buoys). Work continues with the Jupiter High School Jupiter Environmental Research Field Studies Academy to help with mangrove planting, oyster bed restoration and education. The goal is to improve water quality, increase oyster recruitment and provide an environment conducive to seagrass growth. If grant moneys are awarded to fund Phase 4 and 5 for marine restoration of Sawfish Bay by NOAA for \$3.2M the projected in-service date will extend to 2029.			
Location(s) and Program Schedule			
Fiscal Yr	Scope	Budget	
2025	<u>Environmental improvements</u> - Phase 3 living shoreline design and permitting, and install additional seagrass buoys to be provided with prior monies of \$50,000; <u>Historic improvements</u> - Construct Aicher House Deck;	\$255,000	
2026	<u>Environmental improvements</u> - Begin Phase 3 living shoreline construction which must be coordinated with the seawall replacement; <u>Historic improvements</u> - design and permitting of bathrooms for historic structures; construction design for interior buildout for Train Depot and Aicher House	\$185,000	
2027	<u>Environmental improvements</u> - Complete Phase 3 living shoreline with seawall replacement with improvements funded by prior monies of \$250,000; flushing culvert in marina basin; <u>Historic improvements</u> - Construction of bathrooms for historic structures; Interior build out of Train Depot and Aicher house; Improvements to be provided with prior monies of \$200,000		
2028	Sawfish Bay marine restoration	grant	
2029	Sawfish Bay marine restoration	grant	

Project Photo(s) / Map of Location

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:
Sawfish Bay Park Historic and Environmental Improvements							Planning & Zoning
Link to Strategic Plan/Strategic Result:							Project #:
Green, Blue and Open Spaces							R1702
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000
Engineering	\$122,000	\$0	\$10,000	\$0	\$0	\$0	\$132,000
Construction	\$1,134,072	\$250,000	\$167,000	\$0	\$0	\$0	\$1,551,072
Equipment	\$20,000	\$5,000	\$0	\$0	\$0	\$0	\$25,000
Other	\$15,000	\$0	\$8,000	\$0	\$0	\$0	\$23,000
Total Budget	\$1,296,072	\$255,000	\$185,000	\$0	\$0	\$0	\$1,736,072
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$650,210	\$255,000	\$180,000	\$0	\$0	\$0	\$1,085,210
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Open space	\$177,366	\$0	\$0	\$0	\$0	\$0	\$177,366
Contributions	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Tree Fund	\$15,000	\$0	\$5,000	\$0	\$0	\$0	\$20,000
Environmental Fund	\$433,496	\$0	\$0	\$0	\$0	\$0	\$433,496
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$1,296,072	\$255,000	\$185,000	\$0	\$0	\$0	\$1,736,072
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$240,072	\$114,000	\$135,000	\$12,000	\$385,000	\$410,000	\$1,296,072
Amount Expended	\$237,778	\$2,294	\$550	\$30,416	\$106,419	\$61,735	\$439,192
Balance							\$856,880

Notes:
 (1) Loxahatchee Guild Donation, private contributions
 (2) Reimbursement from FCT grant

TOWN OF JUPITER
Contract for Supplying Liquid Chlorine (W2604A)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 68-25: Approving a contract to Allied Universal Corporation for Supplying Liquid Chlorine (W2604A) for an amount of \$1,546.90 per ton.

EXECUTIVE SUMMARY

Resolution 68-25 provides for the award of a contract with Allied Universal Corporation (AUC) to supply liquid chlorine (W2604A) to Jupiter's water treatment plant for Fiscal Year (FY) 2026, at a unit cost of \$1,546.90 per ton.

Disinfection of drinking water is required by regulations of the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Liquid chlorine is one of the disinfection products used by the Town's water treatment plant to comply with primary disinfection regulations.

A contract for Supplying Liquid Chlorine (W2604A) was publicly advertised for competitive bids on May 11, 2025, in accordance with the Town's purchasing policy. On June 10, 2025, two bids were received and opened publicly. The lowest bid was submitted by Allied Universal Corporation for a unit price of \$1,546.90 per ton. AUC's bid unit price is 2.8% lower than the second bidder. A detailed bid tabulation is attached. AUC's bid unit price for liquid chlorine is 1.4% lower than the current (FY2025) contract unit price of \$1,569.20 per ton. A table of historical chemical costs is attached for reference.

AUC's bid was reviewed and found to be responsive to the bid requirements. AUC has supplied the Town's Water Utility with water treatment chemicals in past years, and is the current (FY2025) supplier of liquid chlorine to the Town's water treatment plant. In past years, AUC has provided the Town with acceptable service and products, fulfilling their contractual obligations.

Funding for the contract is proposed in the FY2026 Water Utility Operating budget. Though the estimated bid quantity for this contract was advertised as 284 tons per year, the estimated annual quantity based on recent historical use is 254 tons per year, resulting in an estimated annual value of \$392,912.60.

The term of the proposed contract is one year, from October 1, 2025, through September 30, 2026, and the contract does not contain provisions for annual renewal. Purchases made under the Contract will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

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

ANALYSIS

A review of Allied Universal Corporation's bid submitted on June 10, 2025, for Supplying Liquid Chlorine (W2604A) to the Town of Jupiter's water treatment plant for FY2026 (October 1, 2025-September 30, 2026), concluded that their bid is responsive to the bid requirements and suitable for award. AUC's bid in the amount of \$1,546.90 per ton was the lowest bid received. AUC has supplied liquid chlorine to the Town's water treatment plant in the past and is the Town's current (FY2025) supplier of liquid chlorine. Based on the water plant's estimated liquid chlorine demand projected as 254 tons for FY2026, and AUC's bid unit price of \$1,546.90, the estimated annual cost for liquid chlorine in FY2026 is expected to be \$392,912.60 and sufficient funds are proposed in the Water Enterprise FY2026 Operating Budget. The Effective Date of the Contract will be October 1, 2025 and expenditures thereafter are subject to the anticipated approval of the FY2026 Operating Budget.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 68-25
2. Bid Tabulation for Liquid Chlorine (W2604A)
3. Table of Historical Chemical Unit Pricing
4. Allied Universal Corporation Bid Proposal (W2604A)
5. Allied Universal Corporation Draft Contract Agreement for W2604A

FUNDING SOURCE

Proposed in FY2026 Operating Budget	\$404,700	Sources: Proposed FY 2026 Water Enterprise Operating Budget
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For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 68-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING LIQUID CHLORINE (W2604A) TO THE TOWN'S WATER TREATMENT PLANT

WHEREAS, the Town of Jupiter Water Utility currently owns, operates, and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process to produce drinking water in compliance with all regulatory requirements; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 10, 2025, for supplying liquid chlorine was submitted by Allied Universal Corporation in an amount of \$1,546.90 per ton, estimated to be \$392,912.60 annually, based on an estimated chlorine demand of 254 tons per year; and

WHEREAS, the bid for supplying liquid chlorine submitted by Allied Universal Corporation is responsive to the bid requirements and suitable for award for the one-year contract term, beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2026 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

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

Section 1. The contract between the Town of Jupiter and Allied Universal Corporation for supplying liquid chlorine (W2604A) to the Town's Water Utility is hereby accepted.

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

Section 3. Upon the acceptance and execution of the contract, Allied Universal Corporation shall be responsible for carrying out all responsibilities which have been established therein.

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

7/15/2025



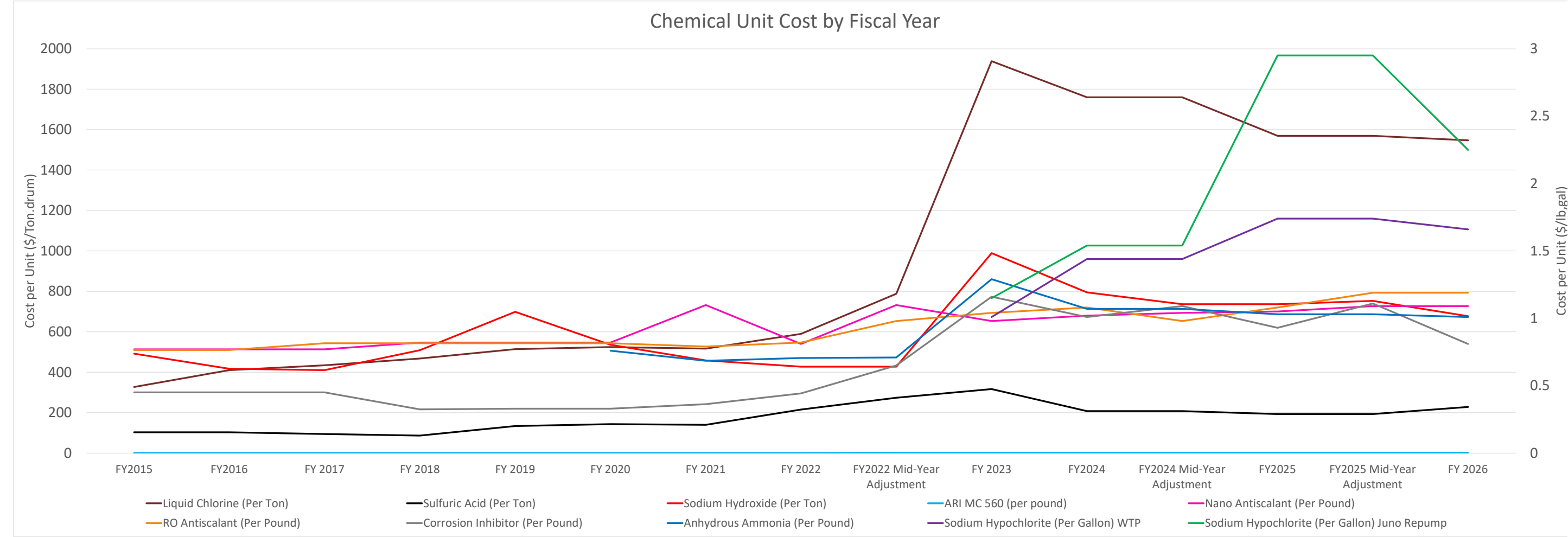
Town of Jupiter Utilities
Contract for Supplying Liquid Chlorine (W2604A)

June 10, 2025 2:00PM Bid Opening

SUPPLIER				ALLIED UNIVERSAL CORPORATION		BRENNTAG MID-SOUTH, INC.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Liquid Chlorine Unit Price (F.O.B.)	284	tons	\$1,546.90	\$439,319.60	\$1,591.00	\$451,844.00
2	Freight (F.O.B.)	284	tons	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$1,546.90 (see note 1)		\$1,591.00	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$439,319.60		\$451,844.00	

Note 1: Supplier listed the total estimated annual chemical cost \$439,319.60 on this line instead of the total bid unit price, \$1,546.90. Supplier acknowledged the corrected bid form.

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	Variance FY2025 to FY2026 Bids	FY25 to FY26 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	(\$22.30)	-1.42%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$35.20	18.24%
Sodium Hydroxide (Per Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	(\$59.20)	-7.86%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	(\$0.12)	-10.81%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$0.11	9.24%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.09	\$0.04	3.67%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	(\$0.02)	-1.94%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	(\$0.08)	-4.60%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	(\$0.70)	-23.73%
ARI MC 560 (per pound)	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.51	\$1.58	\$1.81	\$0.30	18.99%



BID PROPOSAL

Bidding Company Name: Allied Universal Corporation

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or more of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor, anhydrous ammonia, and sodium hypochlorite (bleach) with firm fixed pricing in accordance with the bid/contract documents, for a period of one (1) year beginning October 1, 2025 through September 30, 2026. Each chemical shall be supplied under separate and individual contracts.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract may be less than or exceed the estimated quantities below. Owner will only pay for actual quantities supplied and found to be acceptable, in Owner's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the sealed Bids shall be firm and guaranteed for the contract term.

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Bid Schedule of Values.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING LIQUID CHLORINE (W2604A)

SUPPLIER NAME: Allied Universal Corporation

Contract Term, 1-year (October 1, 2025 – September 30, 2026)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					

1	Liquid Chlorine Unit Price (F.O.B.)	284	tons	\$ <u>1,546.90</u>	\$ <u>439,319.60</u>
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2	Freight (F.O.B.)	284	tons	\$ <u>included</u>	\$ <u>-----</u>
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Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) = \$439,319.60 ← \$1,546.90

Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) = \$439,319.60

Total Bid Unit Price F.O.B., \$/ton (Item Nos. 1-2) in Words: _____

Four hundred Thirty-nine thousand Three hundred Nineteen dollars and Sixty cents

One thousand five hundred forty-six dollars and ninety cents

Total Estimated Annual Chemical Cost (F.O.B.) based on 284 tons in Words: _____

Four hundred Thirty-nine thousand Three hundred Nineteen dollars and Sixty cents

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QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 71 years

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

Yes, City of Stuart. See attached.

3. State the location of the office from which this contract will be managed.

3901 NW 115 Avenue., Miami, FL 33178

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Gabriela Afanasiev, Branch Manager

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

Not Applicable

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QUALIFICATION REQUIREMENTS (CONTINUED)

6. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical Supplier and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For the chemical Supplier, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in).

7. Bidder shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five (5) years that were terminated in advance on the completion date as a result of the Bidder's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed: No contracts have been terminated in the past 5 years, see attached

CONTRACT NAME: _____

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed: No litigation related to contracts for Bidder's goods or services

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process. See Attached

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Florida Keys Aqueduct

OWNER CONTACT NAME AND PHONE NUMBER: Mary Anne Clothier, (786) 349-6511, mclothier@fkaa.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 400 tons

CONTRACT VALUE: \$1,155,600

CONTRACT START AND COMPLETION DATES: 2025---On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Naples

OWNER CONTACT NAME AND PHONE NUMBER: Barry J. Stein, 239-213-4732, bstein@naplesgov.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 385 tons

CONTRACT VALUE: \$942,865

CONTRACT START AND COMPLETION DATES: 2022 - On-Going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: City of Albany

OWNER CONTACT NAME AND PHONE NUMBER: Andy Griffis, 229-430-5264, agriffis@dougherty.ga.us

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 120 tons

CONTRACT VALUE: \$186,984

CONTRACT START AND COMPLETION DATES: 2025---On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: City of Laurel

OWNER CONTACT NAME AND PHONE NUMBER: Blake Smith, 601-270-7689 – 601-428-6433, Blake.smith@suez.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 22 tons

CONTRACT VALUE: \$50,490

CONTRACT START AND COMPLETION DATES: 2025---On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF CONTRACT: Shelby County

OWNER CONTACT NAME AND PHONE NUMBER: Michael Cain, 305-670-6540, mcain@shelbyal.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 45 tons

CONTRACT VALUE: \$99,000

CONTRACT START AND COMPLETION DATES: 2023-Ongoing

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

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PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2025 and continues for one year, ending September 30, 2026. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2025 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a Contract/Purchase Order number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.) delivered, based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the Supplier will be based on bid/contract unit pricing F.O.B. delivered (per ton) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to Owner, found to be acceptable and received in place for use by the Owner. Supplier understands Unit Prices submitted with their bid shall remain firm and in effect for the duration of the contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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PROPOSAL (CONTINUED)

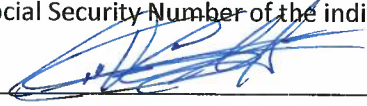
The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE June 10, 2025

FIRM NAME Allied Universal Corporation

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 59-0776285

(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Cristhianne Munguia

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Bids@Allieduniversal.com

BUSINESS ADDRESS 3901 NW 115 Avenue., Miami, FL 33178

BUSINESS TELEPHONE 305-88-2623

STATE OF INCORPORATION FL

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Jim Palmer, Persident - CEO., 39901 NW 115 Avenue., Miami, FL 33178

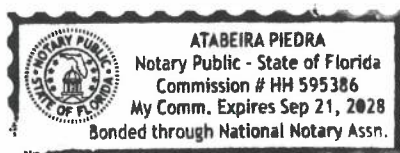
FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

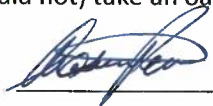
David Stockdale, Area Sales Rep. newells@allieduniversal.com, Ph. 786-347-7422

Gabriela Afanasiev, Branch Manager, gabrielaa@allieduniversal.com, Ph. 305-888-2623 Ext. 0201

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 3rd day of June, 2025 by Cristhianne Munguia, Bid Coordinator of Allied Universal Corporation, who ☒ is personally known to me or ☐ has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]




NOTARY PUBLIC

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Allied Universal Corporation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Allied Universal Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Cristhianne Munguia

Date: June 3, 2025

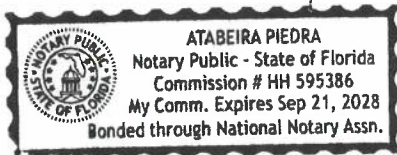
STATE OF FLORIDA

COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 6/3/25 (date) by Cristhianne Munguia/ Bid Coordinator (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires: 9/21/2028

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she 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:

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Cristhianne Munguia, Bid Coordinator
[print individual's name and title]

for Allied Universal Corporation
[print name of entity submitting sworn statement]

whose business address is 3901 NW 115 Avenue., Miami, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-0776285

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

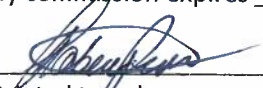

[signature]

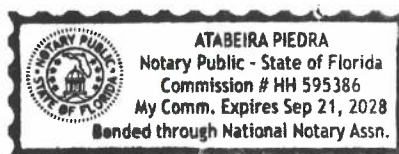
Sworn to and subscribed before me this 3rd day of June, 2025

Personally known Cristhianne Munguia

OR Produced identification _____ Notary Public – State of Florida

My commission expires 9/21/2028


(Printed typed or stamped commissioned name notary public)





Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

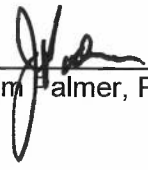
RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Liquid Chlorine to the Town of Jupiter.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 10th day of December 2024.

(Seal of Corporation)


Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

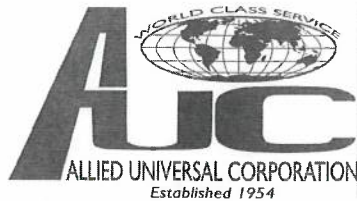
9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

EXPERIENCE & AFILIATES

June 2025

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 7 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; Palmetto, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL and Dothan, AL

We have serviced Utilities and Municipalities, in 22 states, for over 70 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the Town of Jupiter is our Medley, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Medley, FL facility is located at 8350 NW 93 Street, Miami, FL 33166. With normal delivery lead time of 3 work days. Contact name for all deliveries is Jocelyn Martinez, phone number (305) 888-2623 Ext.0203, e-mail medleydispatch@allieduniversal.com He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Gabriela Afanasiev Branch Manager (305) 888-2623, Ext. 0201 and Todd Tucker VP of Operations and Interim Region 2. Operations Manager, work (786) 522-0200, C: (903) 987-3248.

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; E-Mail, Bids@Allieuniversal.com

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
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Brunswick, GA 31525
AUC Brunswick - 912-267-9470



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

June 2025

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 70 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

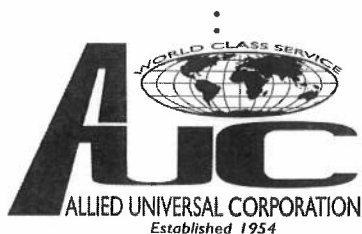
9501 Rangeline Road
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Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT: JIM PALMER
ACCOUNTS PAYABLE MANAGER: SORAYA GARCIA CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

RYAN-HERCO PRODUCTS
KEVIN WAGNER
ACCT #: 075049 OR 081594
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
(800) 848-1141 EXT 1408

INEOS CALABRIAN CORP
KATHY LUTZ
5500 HWY 366
PORT NECHES, TX 77651
409-727-1471 x132
KATH.LUTXZ@INEOS.COM

I.C.E. SERVICE GROUP, INC
MARK DELFRATTE
192 OHIO RIVER BLVD, SUITE 100
AMBRIDGE, PA 15003
(724) 266-7580
MDELFATTE@ICESERVICEGROUP.COM

CKS PACKAGING INC
ALESA NORTON
4020 N. 29TH TERRACE
HOLLYWOOD, FL 33020
(954) 925-0236
CKS-AR@CKSPACKAGING.COM

CHEM-TAINER IND, INC
DAVID WENZEL
361 NEPTUNE AVE
WEST BABYLON, NY 11704
(631) 661-8300 EXT 1625

BANK: SYNOVUS BANK
2500 WESTON ROAD, SUITE 300
WESTON, FLORIDA 33331
CONTACT: MICHAEL C. WALKER
MICHAELWALKER@SYNOVUS.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #: 59-0776285	DUN & BRADSTREET #: 004134623	SALES TAX #: 80-8012429723-6
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3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
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Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

14770 Old St Augustine RD
Jacksonville, FL 32207
904-619-6180

Revised: 02/07/2024



2025

LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA
8401 NW 53RD TERRACE
DORAL, FL 33166
(305) 593-6631

09/30/2024

ALLIED UNIVERSAL CORP

ALLIED UNIVERSAL CORP

3901 NW 115 AVE
Doral, FL 33178-1859

LICENSE NO. 2021000426

License Fee Paid: \$150.00

FOR THE PERIOD COMMENCING OCTOBER 1 AND ENDING SEPTEMBER 30, THE ABOVE-NAMED BUSINESS IS LICENSED TO ENGAGE IN THE FOLLOWING BUSINESS FOR THE LICENSE YEAR:

WAREHOUSE/DISTRIBUTION CENTER

Square Footage: 10000

No. of Seats/Tables: 0

No. of Units/Spaces:

CONDITIONS:

DORAL:

Machines:

Employees: 35

No. of Trucks:

State License #:

Kenia Palau
Chief Licensing Official

This Document Must Be Posted

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4513280

RECEIPT NO.

RENEWAL

4711819

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL, FL 33178-1859



EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207

ADMIN
OFFICE/OPERATION
CTR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

135.00 07/17/2024
FPPU11-24-007110

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6288

RECEIPT NO.

RENEWAL

6288

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
8350 NW 93RD ST
MEDLEY, FL 33166-2026



EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

206

MFG/RECYCLING/PROC
ESSING

**PAYMENT RECEIVED
BY TAX COLLECTOR**

180.00 07/17/2024
FPPU11-24-007109

Employee(s) 40

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

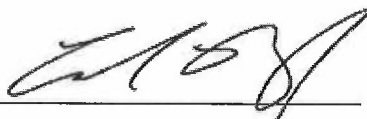
The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2025*




Secretary of State

Tracking Number: 8894173573CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ALLIUNI-01

SSIMEON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Sandy Simeon	
	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
INSURED Allied Universal Corp 3901 NW 115 Ave. Miami, FL 33178	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	NAIC # 17370
	INSURER B: Great Divide Insurance Company	25224
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Retro Date 1/12/1988 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	X	X	GLP202370317	8/31/2024	8/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		BAP202370417	8/31/2024	8/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FFX202370617	8/31/2024	8/31/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Poll Liab Claim Made			SSP202370517	8/31/2024	8/31/2025	Ech Poll Condition 1,000,000
A	Poll Retro 8/21/95			SSP202370517	8/31/2024	8/31/2025	Total Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Jupiter is included as additional insured with respect to general liability and auto liability when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability when required by written contract. 30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter Utilities Attn: Amanda Barnes 17403 Central Blvd. Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ivy Risk Strategies, LLC 501 E Las Olas Blvd. Ste 300 Fort Lauderdale FL 33301	CONTACT NAME: PHONE (A/C, No, Ext): 754-247-3000 FAX (A/C, No): E-MAIL ADDRESS: lisa@ivyrisk.com
INSURED Allied Universal Corporation 3901 NW 115th Ave Doral FL 33178-1859	INSURER(S) AFFORDING COVERAGE INSURER A : GRANITE STATE INS CO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: L114976 ALLIUNI-01	NAIC # 23809

COVERAGES**CERTIFICATE NUMBER:** 1072675876**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			039-32-6857	6/30/2024	6/30/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Town of Jupiter
210 Military Trail
Jupiter FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SAFETY DATA SHEET

1. Identification

Product identifier	Compressed Chlorine Gas
Other means of identification	EPA Registered Pesticide Number is 33458-1
SDS number	AUC-005
Synonyms	Liquid Chlorine * Elemental Chlorine * Molecular chlorine * Compressed Chlorine Gas Production
Recommended use	of chlorinated inorganic and organic chemicals; bleaching agent for paper, textiles and fabrics; used in water purification, sewage disinfection and food processing.
Recommended restrictions	Professional use only
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Allied Universal Corporation
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States
Telephone	General: 1-305-888-2623 24-Hour alert: 1-786-522-0207
Website	www.allieduniversal.com
E-mail	Not available.
Contact person	Operations Department
Emergency phone number	CHEMTREC 1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Oxidizing gases	Category 1
	Gases under pressure	Liquefied gas
Health hazards	Acute toxicity, inhalation	Category 2
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard	Category 1
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		

Signal word

Danger

Hazard statement

May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Fatal if inhaled. May cause respiratory irritation. Very toxic to aquatic life.

Precautionary statement

Prevention

Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Do not breathe gas. Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wash hands and face thoroughly after handling. Wear protective gloves/clothing and eye/face protection. Avoid release to the environment.

Response	Specific treatment is urgent (see this label). IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. In case of fire: Stop leak if safe to do so. Collect spillage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Toxic fumes, gases or vapors may evolve on burning. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Combines with water to produce hydrochloric and hypochlorous acid. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Direct contact with liquefied gas may cause frostbite and corrosive injury to the eyes.
Supplemental information	Keep away from heat. Make sure valves on gas cylinders are fully opened when gas is used. Open cylinder valve slowly to prevent rapid decompression and damage to valve seat. Use smallest possible amounts in designated areas with adequate ventilation. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Secure cylinders in an upright position at all times, close all valves when not in use. Establish written emergency plan and special training where chlorine is used. Regularly inspect and test piping and containers used for chlorine service.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Chlorine	Liquid Chlorine Elemental Chlorine Molecular chlorine Compressed Chlorine Gas	7782-50-5	99.5

4. First-aid measures

Inhalation	Take proper precautions to ensure your own safety before attempting rescue (e.g. wear appropriate protective equipment, use the buddy system). IF INHALED: Remove person to fresh air and keep comfortable for breathing. If breathing is difficult, trained personnel should give oxygen. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Immediately call a POISON CENTER or doctor/physician.
Skin contact	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Do not rub area of contact. Gently remove clothing or jewelry. Carefully cut around clothing that sticks to the skin. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor/physician. Discard any shoes or clothing items that cannot be decontaminated.
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Take care not to rinse contaminated water into the unaffected eye or onto the face. Do not rub eyes. Immediately call a POISON CENTER or doctor/physician.
Ingestion	Not an expected route of entry under normal conditions of use. If ingestion of a large amount does occur, call a poison control center immediately. Do not induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions.

Most important symptoms/effects, acute and delayed	Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching. Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Fatal if inhaled. Causes chemical burns. Symptoms may be delayed. Keep victim under observation. Medical supervision for minimum 48 hours. Provide general supportive measures and treat symptomatically.
General information	First-aid procedures should be reviewed by appropriate personnel familiar with chlorine and its conditions of use in the workplace. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.
5. Fire-fighting measures	
Suitable extinguishing media	Extinguishing media - small fires: Dry chemicals. Carbon dioxide (CO₂). Extinguishing media - large fires: Water Spray or Fog. Foam.
Unsuitable extinguishing media	Use water with caution. May react with water. Do not use direct water spray or water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Pressurized container may explode when exposed to heat or flame. May react to cause fire and or explosion upon contact with many organic compounds, ammonia, hydrogen and with many metals at elevated temperatures. Chlorine will support the burning of most combustible materials. Combines with water to produce hydrochloric and hypochlorous acid. Liquefied chlorine can accumulate static charge by flow or agitation, since it has a very low electrical conductivity. Chlorine containers or cylinders may vent rapidly or rupture violently, if exposed to fire or excessive heat for a sufficient period of time. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container. Vapors are heavier than air and may spread along floors. Toxic fumes, gases or vapors may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear full protective clothing including self contained breathing apparatus. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. Remove combustible materials. Stop the flow of gas before extinguishing fire, if safe to do so. Use water spray to direct escaping gas away from workers if it is necessary to stop the flow of gas. Cool containers exposed to heat with water spray and remove container, if no risk is involved. Stay away from ends of cylinders and withdraw immediately in case of rising sounds or discoloration of containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	The product itself does not burn. However, material is considered to be an oxidizing gas. Supporter of combustion and can intensify a fire.
Hazardous combustion products	Toxic chemicals are formed when combustible materials burn in chlorine. These may include corrosive hydrogen chloride gas and other chlorine compounds.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Restrict access to area until completion of clean-up. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Consider initial downwind evacuation for at least 500 meters (1/3 mile). Ensure clean-up is conducted by trained personnel only. Ventilate closed spaces before entering them. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
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Methods and materials for containment and cleaning up

Stop the flow of material, if this is without risk. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Remove or isolate incompatible materials as well as other hazardous materials. Do not spray leak with water since a reaction producing corrosive hypochlorous and hydrochloric acids occurs, which can aggravate the leak.

May be absorbed and neutralized into solutions of caustic soda, or lime and placed in polypropylene, polyvinyl chloride, fibreglass or lead containers. Since hypochlorites are formed, the solutions must be treated with a reducing agent such as sodium sulfite before disposal. Do not immerse container in caustic solution.

Large Spills: Large uncontrollable leaks require environmental considerations and possible evacuation of the surrounding area. When possible draw off chlorine to process or disposal system.

Contact the proper local authorities.

For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid release to the environment. Prevent entry into waterways, sewer, basements or confined areas. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage

Precautions for safe handling

Establish written emergency plan and special training where chlorine is used.

Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wear protective gloves/clothing and eye/face protection. See Section 8 of the SDS for Personal Protective Equipment. Do not breathe gas. Avoid contact with eyes, skin, and clothing. Regularly inspect and test piping and containers used for chlorine service. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Keep away from heat. Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Use only chlorine compatible lubricants. Use smallest possible amounts in designated areas with adequate ventilation. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Protect against physical damage. Wash hands after handling and before eating.

Conditions for safe storage, including any incompatibilities

Store in steel pressure cylinders in a cool, dry area outdoors or in well-ventilated, detached or segregated areas of non-combustible construction. Keep container tightly closed. Store locked up. Protect from sunlight. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Do not store near combustible materials. Wood and other organic materials should not be used on floors, structural materials, or ventilation systems in the storage area. Store away from incompatible materials (see Section 10 of the SDS). Secure cylinders in an upright position at all times, close all valves when not in use. Use a "first in - first out" inventory system to prevent full cylinders from being stored for excessive periods of time. Store at temperatures not exceeding 55°C (131°F). For the specified temperature the system pressure is 225 psig (1551 kPa).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Material	Type	Value
Chlorine (CAS 7782-50-5)	Ceiling	3 mg/m ³ 1 ppm

US. ACGIH Threshold Limit Values

Material	Type	Value
Chlorine (CAS 7782-50-5)	STEL	0.4 ppm/0.29 mg/m ³
	TWA	0.1 ppm/1.16 mg/m ³

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Chlorine (CAS 7782-50-5)	Ceiling	1.45 mg/m ³ 0.5 ppm

Biological limit values

No biological exposure limits noted for the ingredient(s).

Exposure guidelines

The NIOSH IDLH concentration for Chlorine is 10 ppm.

Appropriate engineering controls	Ensure adequate ventilation, especially in confined areas. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. In case of insufficient ventilation, wear suitable respiratory equipment.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles are recommended. Wear a full-face respirator, if needed. A full face shield may also be necessary. Eye wash fountains are required.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Wear appropriate chemical-resistant clothing. Where contact is likely, wear chemical-resistant gloves, a chemical suit and rubber boots. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	Up to 5 ppm: A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Up to 10 ppm: A SAR (supplied air respirator) operated in a continuous flow mode or powered air purifying respirator with cartridge(s); a full facepiece chemical cartridge respirator with cartridge(s); a gas mask with canister; a full facepiece SCBA (self contained breathing apparatus) ; or a full facepiece SAR may be used to reduce exposure. EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS: Positive pressure, full-facepiece SCBA; or positive pressure, full-facepiece SAR with an auxiliary positive pressure SCBA. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe gas. Avoid contact with eyes, skin and clothing. Handle in accordance with good industrial hygiene and safety practice. Do not eat, drink or smoke when using the product. Wash hands before breaks and immediately after handling the product. Remove soiled clothing and wash it thoroughly before reuse. Inform laundry personnel of contaminant's hazards.

9. Physical and chemical properties

Appearance

Physical state	Gas (or liquid under pressure).
Form	Compressed liquefied gas.
Color	Amber color; vaporizes to greenish, yellow gas.
Odor	Pungent suffocating odor
Odor threshold	0.02 - 3.4 ppm (detection)
pH	Not applicable (reacts with water to form an acidic solution)
Melting point/freezing point	-149.8 °F (-101 °C)
Initial boiling point and boiling range	-30.28 °F (-34.6 °C)
Flash point	Not Applicable
Evaporation rate	Not Applicable. Gas at normal temperatures.
Flammability (solid, gas)	The product is not flammable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not Applicable
Flammability limit - upper (%)	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	638.4 kPa @ 20°C (68°F) 4788 mm Hg @ 20°C (68°F)
Vapor density	2.49 @ 0°C (32°F) (Air = 1)
Relative density	3.21 kg/m³ @ 0°C (32°F)

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Solubility(ies)	
Solubility (water)	6.3 mg/l (Slightly soluble)
Solubility (other)	Soluble in dimethylformamide, disulfur dichloride, benzene, chloroform, carbon tetrachloride, hexachlorobutadiene, tetrachloroethane, pentachloroethane, chlorobenzene, nitrobenzene, glacial acetic acid (99.84%) and other chlorides
Partition coefficient (n-octanol/water)	Not applicable (gas)
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Viscosity temperature	Not Applicable (Gas)
Other information	
Critical temperature	290.75 °F (143.75 °C)
Explosive properties	Not explosive.
Molecular weight	70.91
Oxidizing properties	Strong oxidizing agent because of its electron-transfer capabilities. Supporter of combustion and can intensify a fire. Note, that Chlorine does not yield oxygen or any other oxidizing substance.
Specific gravity	0.003 @ 0°C (32°F)

10. Stability and reactivity

Reactivity	Combines with water to produce hydrochloric and hypochlorous acid. These acids can decompose to hydrochloric acid and oxygen. Contact with combustible material may cause fire.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Will support or initiate combustion or explosion of organic matter and other oxidizable material. Note, that Chlorine does not yield oxygen or any other oxidizing substance. Liquid or gaseous chlorine can react violently with many combustible materials, and other chemicals, including water. Metal halides, carbon, finely divided metals and sulfides can accelerate the rate of chlorine reactions. Chlorine reacts with carbon monoxide to produce toxic phosgene, and sulfur dioxide to produce sulfuryl chloride. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container.
Conditions to avoid	Keep away from combustible materials. Avoid contact with incompatible materials. Keep away from heat. Do not use in areas without adequate ventilation.
Incompatible materials	Tin; Metals; Sulfides; Titanium. Reacts with most metals at high temperatures. Reacts with water to produce hydrochloric acids, which are corrosive to most metals. Ammonia, elemental metals, certain metal hydroxides, carbides, nitrides, oxides, phosphides and sulfides, easily oxidized materials, organic materials, reducing agents, alkalis and unstable and reactive compounds.
Hazardous decomposition products	Hydrogen chloride gas. Hydrochloric acid. Hypochlorous acid.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Very toxic by inhalation. Fatal if inhaled. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes skin burns. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Not expected to be absorbed through the skin.
Eye contact	Causes severe eye burns. If product is sprayed directly into the eyes, could cause freezing of the eye.
Ingestion	Not an expected route of entry under normal conditions of use.

Most important symptoms/effects, acute and delayed

Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.

Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.

Information on toxicological effects

Acute toxicity

Hazardous by OSHA criteria. Classification:
Acute Toxicity (inhalation - gas) - Category 2. Fatal if inhaled.
See below for individual ingredient acute toxicity data.

Product	Species	Test Results
Chlorine (CAS 7782-50-5)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No data in literature.
<i>Inhalation</i>		
LC50	Rat	147 ppm, 4 Hours
<i>Oral</i>		
LD50	Rat	No data in literature.

Skin corrosion/irritation

Hazardous by OSHA criteria. Classification:
Skin corrosion/irritation - Category 1. Causes severe skin burns.

Serious eye damage/eye irritation

Hazardous by OSHA criteria. Classification:
Serious eye damage/eye irritation - Category 1. Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization

This product is not expected to cause respiratory sensitization.

Skin sensitizer

This product is not expected to cause skin sensitization.

Germ cell mutagenicity

Not expected to be mutagenic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA. See below for ingredients present on regulatory lists.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure

Hazardous by OSHA criteria. Classification:
Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.

Specific target organ toxicity - repeated exposure

Not expected to be hazardous by OSHA criteria.

Aspiration toxicity

Not likely, due to the form of the product. Not expected to be an aspiration hazard.

Chronic effects

Prolonged or repeated exposure to low concentrations may cause drying and cracking of the skin, respiratory effects, gum disorders and painless destruction of teeth
Limited occupational studies with long-term exposure to low concentrations, have not shown significant respiratory effects.
Long-term animal studies confirm that chlorine is a severe irritant to the upper and lower respiratory tract.

12. Ecological information

Ecotoxicity

Very toxic to aquatic life. See below for individual ingredient ecotoxicity data.

Product	Species		Test Results
Chlorine (CAS 7782-50-5)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (Daphnia magna)	0.005 mg/l, 48 hours (mg Free Available Chlorine/L)
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	0.014 mg/l, 96 hours
Persistence and degradability	Free chlorine is consumed upon contact with living tissues making measurement of biodegradation impossible and unnecessary.		
Bioaccumulative potential	Not expected to be bio accumulative.		
Mobility in soil	The product itself has not been tested.		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1017
UN proper shipping name	Chlorine (CHLORINE)
Transport hazard class(es)	
Class	2.3
Subsidiary risk	5.1, 8
Label(s)	2.3, 5.1, 8
Packing group	Not applicable.
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 10 lbs / 4.54 kg
Special provisions	2, B9, B14, N86, T50, TP19
Packaging exceptions	None
Packaging non bulk	304
Packaging bulk	314, 315

IATA

UN number	UN1017
UN proper shipping name	Chlorine
Transport hazard class(es)	
Class	2.3
Subsidiary risk	5.1, 8
Packing group	Not applicable.
Environmental hazards	Yes
ERG Code	2CP
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. Refer to Special Provision A2 for shipping information.
Other information	
Passenger and cargo aircraft	Forbidden

Cargo aircraft only Forbidden

IMDG

UN number UN1017

UN proper shipping name CHLORINE

Transport hazard class(es)

Class 2.3

Subsidiary risk 5.1, 8

Packing group Not applicable.

Environmental hazards

Marine pollutant Yes

EmS F-C, S-U

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to
Annex II of MARPOL 73/78 and
the IBC Code Not available.

DOT



IATA; IMDG



Marine pollutant



General information

This product meets the criteria for an environmentally hazardous mixture, according to the IMDG Code.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Chlorine (CAS 7782-50-5)

Listed.

SARA 304 Emergency release notification

Chlorine (CAS 7782-50-5) 10 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Oxidizing Gases, Gas under pressure
 Acute Toxicity
 Skin Damage
 Eye Damage
 Specific Target Organ Toxicity, single exposure

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
Chlorine	7782-50-5	10	100 lbs		

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Chlorine	7782-50-5	99.5

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Chlorine (CAS 7782-50-5)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Chlorine (CAS 7782-50-5)

Clean Water Act (CWA) Hazardous substance

US FIFRA Registered Pesticide Yes

Safe Drinking Water Act (SDWA) 4 mg/l
4.0 mg/l

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Chlorine (CAS 7782-50-5)

US. New Jersey Worker and Community Right-to-Know Act

Chlorine (CAS 7782-50-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Chlorine (CAS 7782-50-5)

US. Rhode Island RTK

Chlorine (CAS 7782-50-5)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes

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Country(s) or region	Inventory name	On inventory (yes/no)*
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	01-07-2015	Revision date	07-09-2024
Version #	04		
HMIS	H: 4 F: 0 R: 1		
NFPA	H: 4 F: 0 R: 0 Other: OX		



List of abbreviations

Maximum use level for Chlorine in potable water is 30 mg/L.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
ERG: Emergency Response Guidebook
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IDLH: immediately dangerous to life or health
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organization for Economic Cooperation and Development
OEL: National occupational exposure limits
OSHA: Occupational Safety and Health Administration
PEL: Permissible exposure limit
RCRA: Resource Conservation and Recovery Act
RQ: Reportable Quantity
RTECS: Registry of Toxic Effects of Chemical Substances
SAR: supplied-air respirator
SCBA: self-contained breathing apparatus
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TWA: Time Weighted Average
UN: United Nations

Disclaimer

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancescenter.com>

Disclaimer

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This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

1. ACGIH, Threshold Limit Values for Chemical Substances and Physical Agents & Biological Exposure Indices
2. ECHA - European Chemical Agency
3. Canadian Centre for Occupational Health and Safety, CCIInfoWeb databases
4. Safety Data Sheets from manufacturer.
5. US EPA Title III List of Lists
6. California Proposition 65 List
7. OECD - The Global Portal to Information on Chemical Substances - eChemPortal

EPA Label Information

Keep out of Reach of Children

Danger - Poison

FOR USE AS A DISINFECTANT, by experienced personnel only. In municipal water supplies, sewage and water management plants and industrial, residential, or commercial swimming pools.

Certified to ANSI/NSF Standard 60. Maximum use in potable water is 30mg/L.

ACTIVE INGREDIENT:

Chlorine: 99.5%

Other: .5%

Total: 100%

FATAL IF INHALED - LIQUID CAUSES SEVERE BURNS

HAZARDOUS TO HUMANS AND DOMESTIC ANIMALS

Danger: Fatal if inhaled or absorbed through the skin. Corrosive. Causes irreversible eye damage and skin burns. Do not breathe vapors or get in eyes, on skin or clothing. Wear goggles, protective clothing and rubber gloves as discussed below. Wash hands thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Remove contaminated clothing and wash clothing before reuse. Prolonged frequently repeated skin contact may cause allergic reactions in some individuals.

EPA REG. NO. 33458-1, EPA EST. 70529-FL-1



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AFFIDAVIT

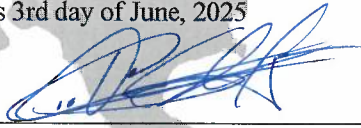
This is to certify that as required, all Chlorine to be furnished to the Town of Jupiter will comply with applicable ANSI/AWWA B301-2020 Standards and NSF Standard 60 requirements of this Specification or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

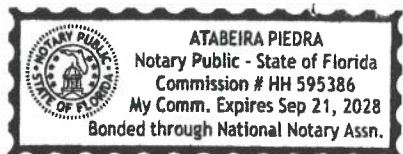
Sworn to (or affirmed) and Subscribed before me.

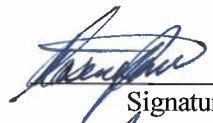
By means of ☒ physical presence or ☐ online notarization.

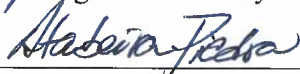
This 3rd day of June, 2025

By: 
Cristhianne Munguia
Bid Coordinator

(Notary Seal)




Signature of Notary Public.


Print or Type Name of Notary

Personally Known ☒
Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, May 20, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Chlorine&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Chlorine&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : Miami, FL

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds

Company ID Number: 122833

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Allied Universal Corporation
Company Facility Address	3901 NW 115 Avenue Miami, FL 33178
Company Alternate Address	3901 NW 115 Avenue Miami, FL 33178
County or Parish	MIAMI-DADE
Employer Identification Number	590776285
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	8 site(s)

Company ID Number: 122833

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	5
GA	1
MS	1



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

June 2025

The following bleach bid was cancelled early.

City of Stuart (September 2010)

Very truly yours,

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

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2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457

City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25th 2010 but on the first delivery, under the renewed contract on September the 10th, they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9th Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22nd Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25th 2010?
If in fact they had a problem on the load September 10th why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision

REFERENCES
CHLORINE TON

Florida Keys Aqueduct (FKAA)

35400 SW 192 Ave.
Florida City, FL 33034
Admin. Asst.
Mary Anne Clothier
(786) 349-6511
mclothier@fkaa.com

Shelby County

7935 Highway 61 South
Wilsonville, AL 35186
Manager of Water Services
Michael Cain
305-670-6540
mcain@shelbval.com

City of Albany

2726 Joshua Street
Albany, GA 31701
Supervisor - Water Plant
Andy Griffis
229-430-5264
agriffis@dougherty.ga.us

City of Naples

1400 3rd Ave. N.,
Naples, FL 34102
Superintendent
Barry J. Stein
239-213-4732
bstein@naplesgov.com

City of Laurel

123 East 24th Street
Laurel, MS – Plant#3
Superintendent
Blake Smith
601-270-7689 – 601-428-6433
Blake.smith@suez.com

City of Leland

Highway 61 & 82
Leland, MS
Head of Operations
Victor Smith/Jerry Barber
662-207-7705/622-394-0727
vic@gardnerengineeringpa.com

8350 NW 93 Street
Miami, Florida 33166
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AUC Brunswick - 912-267-9470



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

EARLY TERMINATIONS

June 2025

This is to advise that per Allied Universal Corporations records, there are no cancelled or terminated bleach bids for the past 5 years:

Cristhianne Munguia
Bid Coordinator

/cm

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
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Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457

AGREEMENT (CONTRACT) BETWEEN OWNER AND SUPPLIER

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and Allied Universal Corporation, 3901 NW 115 Avenue, Miami, FL 33178, a State of Florida Corporation, whose Federal I.D. number is 59-0776285, hereinafter designated as "SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **liquid chlorine** for a period of one (1) year beginning October 1, 2025 through September 30, 2026 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2604A, CONTRACT FOR SUPPLYING LIQUID CHLORINE FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2604A
Contract for Supplying Liquid Chlorine

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October 2025 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2026. This contract does not contain provisions for renewal beyond the initial term.
- 4.2 If SUPPLIER elects to cancel the Contract at any time during the Contract Term, SUPPLIER shall provide one hundred twenty (120) days advance written notice to OWNER.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. Delivered (\$/Ton), as indicated in SUPPLIER's sealed Bid for the term of the contract.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within thirty (30) days of delivery of material and acceptance by OWNER.
- 6.3 SUPPLIER is responsible to ensure that they are invoicing based on the applicable Contract Unit Price. OWNER is only obligated to pay for chemical supplied, delivered, and acceptable based on applicable Contract Unit Pricing.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Invitation to Bid
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Bid Proposal including Qualification Requirements
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney
 - 8.1(l) Notice to Proceed
 - 8.1(m) Technical Specifications bearing the title: Contract for Supplying Liquid Chlorine (W2604A)
 - 8.1(n) Any Addenda issued to the Bid Documents
 - 8.1(o) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and

specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.4(b) If a Supplier does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.4(c) A Supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.4(d) **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)
- 9.5(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all Suppliers, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 9.5(b) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

- 9.5(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 9.5(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 9.5(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
 - (ii) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Supplier shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.6(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.6(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.6(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- 9.7(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a SUPPLIER that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 9.7(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it

does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

By:

Cristhianne Munguia, Bid Coordinator

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Contract for Supplying Sulfuric Acid (W2604B)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 69-25: Approving a contract to Shrieve Chemical Company, LLC for Supplying Sulfuric Acid (W2604B) for an amount of \$228.20 per ton

EXECUTIVE SUMMARY

Resolution 69-25 provides for the award of a contract to Shrieve Chemical Company, LLC (Shrieve) for supplying sulfuric acid (W2604B) to Jupiter's water treatment plant for Fiscal Year (FY) 2026, at a unit cost of \$228.20 per ton.

Sulfuric acid is a necessary chemical used by Jupiter's water treatment plant to produce drinking water that meets all regulatory requirements. Sulfuric acid is used for pH adjustment in advance of the nanofiltration (NF) membranes, for post-treatment degasification at both the reverse osmosis (RO) and NF membrane treatment plants, and at the RO concentrate treatment facility.

A contract for supplying sulfuric acid (W2604B) was publicly advertised for competitive bids on May 11, 2025, in accordance with the Town's purchasing policy. On June 10, 2025, two bids were received and opened publicly. The lowest bid was submitted by Shrieve Chemical Company, LLC for a unit price of \$228.20 per ton. Shrieve's bid unit price was 4.7% lower than the second bidder. A detailed bid tabulation is attached. Shrieve's bid unit price is 18% higher than the current FY2025 unit price for sulfuric acid of \$193.00 per ton. A table of historical chemical costs is provided in Attachment 3.

Shrieve's bid was reviewed and found to be responsive to the bid requirements. Shrieve has supplied the Town's Water Utility with sulfuric acid in past years. Under this contract, Shrieve will supply the Town with 98% sulfuric acid, where in past years they supplied 93% sulfuric acid. In FY2024, the Water Utility transitioned from using 93% sulfuric acid to 98%. The higher-strength acid has resulted in reduced acid consumption, better acid quality and a reduction in the number of operation and maintenance problems associated with acid quality.

Funding for this contract is proposed in the FY2026 Water Utility Operating budget. Based on an estimated annual quantity of 3,660 tons of sulfuric acid at Shrieve's bid unit price of \$228.20, the annual estimated value of the contract is \$835,212.

The contract term will be for one (1) year from October 1, 2025, through September 30, 2026, and there are no provisions for annual renewal in the contract. Purchases made under the Contract will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

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

ANALYSIS

A review of Shrieve Chemical Company, LLC's bid submitted on June 10, 2025, for Supplying Sulfuric Acid (W2604B) to Jupiter's water treatment plant for FY2026 (October 1, 2025-September 30, 2026), concluded that their bid is responsive to the bid requirements and suitable for award. Shrieve's bid in the amount of \$228.20 per ton was the lowest bid received. Shrieve has supplied sulfuric acid to the Town's water treatment plant in the past. Based on the water plant's projected sulfuric acid demand for FY2026 (3,660 tons) and Shrieve's bid unit price, the annual estimated value for sulfuric acid in FY2026 is estimated to be \$835,212.00. The Effective Date of the Contract will be October 1, 2025 and expenditures thereafter are subject to the anticipated approval of the FY2026 Operating Budget.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 69-25
2. Detailed Bid Tabulation for W2604B
3. Table of Historical Chemical Unit Pricing
4. Shrieve Chemical Company, LLC Bid Proposal (W2604B)
5. Shrieve Chemical Company, LLC Draft Contract Agreement for W2604B

FUNDING SOURCE

Proposed in FY2026 Operating Budget	\$860,268	Sources: Proposed FY 2026 Water Enterprise Operating Budget
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For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 69-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING SULFURIC ACID TO THE TOWN'S WATER TREATMENT PLANT

WHEREAS, the Town of Jupiter Utility System currently owns and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 10, 2025, for supplying sulfuric acid was submitted by Shrieve Chemical Company, LLC (Shrieve) in an amount of \$228.20 per ton, estimated to be \$835,212.00 annually, based on an estimated demand of 3,660 tons per year; and

WHEREAS, the bid for supplying sulfuric acid submitted by Shrieve is responsive to the bid requirements and suitable for award for the one-year contract term, beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2026 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

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

Section 1. The contract between the Town of Jupiter and Shrieve Chemical Company, LLC for supplying sulfuric acid (W2604B) to the Town's Water Utility, is hereby accepted.

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

Section 3. Upon the acceptance and execution of the contract, Shrieve shall be responsible for carrying out all responsibilities which have been established therein.

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

7/15/2025

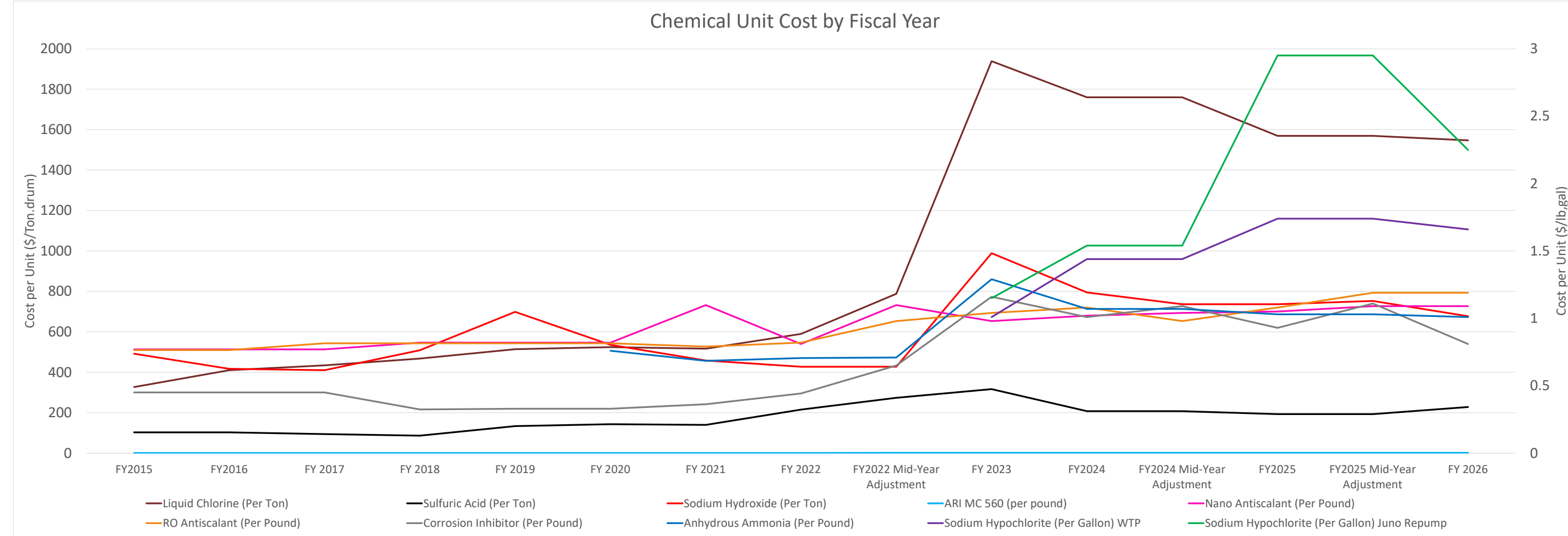


Town of Jupiter Utilities
Contract for Supplying Sulfuric Acid (W2604B)

June 10, 2025 2:04PM Bid Opening

SUPPLIER				SHRIEVE CHEMICAL COMPANY, LLC		INTERACID NORTH AMERICA, INC.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Sulfuric Acid Unit Price (F.O.B.)	3,660	tons	\$178.20	\$652,212.00	\$187.50	\$686,250.00
2	Freight (F.O.B.)	3,660	tons	\$50.00	\$183,000.00	\$52.00	\$190,320.00
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$228.20		\$239.50	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$835,212.00		\$876,570.00	

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	Variance FY2025 to FY2026 Bids	FY25 to FY26 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	(\$22.30)	-1.42%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$35.20	18.24%
Sodium Hydroxide (Per Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	(\$59.20)	-7.86%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	(\$0.12)	-10.81%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$0.11	9.24%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.09	\$0.04	3.67%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	(\$0.02)	-1.94%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	(\$0.08)	-4.60%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	(\$0.70)	-23.73%
ARI MC 560 (per pound)	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.51	\$1.58	\$1.81	\$0.30	18.99%



BID PROPOSAL

Bidding Company Name: Shrieve Chemical Company, LLC

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or more of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor, anhydrous ammonia, and sodium hypochlorite (bleach) with firm fixed pricing in accordance with the bid/contract documents, for a period of one (1) year beginning October 1, 2025 through September 30, 2026. Each chemical shall be supplied under separate and individual contracts.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract may be less than or exceed the estimated quantities below. Owner will only pay for actual quantities supplied and found to be acceptable, in Owner's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the sealed Bids shall be firm and guaranteed for the contract term.

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Bid Schedule of Values.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING SULFURIC ACID (W2604B)

SUPPLIER NAME: Shrieve Chemical Company, LLC

Contract Term, 1-year (October 1, 2025 – September 30, 2026)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					

1	Sulfuric Acid Unit Price (F.O.B.)	3,660	tons	\$ <u>178.20</u>	\$ <u>652,212</u>
2	Freight (F.O.B.)	3,660	tons	\$ <u>50.00</u>	\$ <u>183,000</u>

Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) = \$ 228.20

Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) = \$ 835,212

Total Bid Unit Price F.O.B., \$/ton (Item Nos. 1-2) in Words: Two-hundred twenty eight
+ 20 cents

Total Estimated Annual Chemical Cost (F.O.B.) based on 3,660 tons in Words: Eight-hundred thirty-
five thousand two-hundred + twelve dollars

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Shrieve Chemical Company

June 2, 2025

RE: Authority to Bind – Contract No. W2604B

Supplying Sulfuric Acid for the Town of Jupiter

To Whom It May Concern,

I, **Kevin S. Boyle, Sr.**, in my capacity as **Chief Financial Officer** of Shrieve Chemical Company, hereby authorize Chris Burns to act on behalf of Shrieve Chemical Company and bind the company in all matters related to the submission of our response to Contract No. W2604B – Supplying Sulfuric Acid, issued by the Town of Jupiter.

Chris Burns is authorized to sign and submit all required documentation and agreements pertaining to this bid.

Should you require any additional information or verification, please do not hesitate to contact me directly.

Sincerely,

Kevin S. Boyle, Sr.

Chief Financial Officer
Shrieve Chemical Company
1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380 USA
Phone: 832.581.8220 mobile
Email: kboyle@shrieve.com

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380 USA

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 46

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

No

3. State the location of the office from which this contract will be managed.

2301 Cypress Gardens Blvd

Winter Haven, FL 33884

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Chris Burns, Marketing Director

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

KC Industries Trucking, LLC

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QUALIFICATION REQUIREMENTS (CONTINUED)

6. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical Supplier and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For the chemical Supplier, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in).

7. Bidder shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five (5) years that were terminated in advance on the completion date as a result of the Bidder's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

CONTRACT NAME: N/A

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/A

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of Cape Coral Sulfuric Acid Supply
OWNER CONTACT NAME AND PHONE NUMBER: Mary Ellen Johnstone ; 239.242.3424
NAME OF CHEMICAL SUPPLIED: Sulfuric Acid
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 2,500 tons
CONTRACT VALUE: \$ 600,000
CONTRACT START AND COMPLETION DATES: 2023-present
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: N/A.

(2) NAME & LOCATION OF CONTRACT: City of Vero Beach Sulfuric Acid Supply
OWNER CONTACT NAME AND PHONE NUMBER: Ed Tipton ; 772.978.5472
NAME OF CHEMICAL SUPPLIED: Sulfuric Acid
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 800 tons
CONTRACT VALUE: \$ 200,000
CONTRACT START AND COMPLETION DATES: 2024-present
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: City of Sunrise Sulfuric Acid Supply
OWNER CONTACT NAME AND PHONE NUMBER: Holly Raphaelson; 954.578.4809
NAME OF CHEMICAL SUPPLIED: Sulfuric Acid
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 5,000 tons
CONTRACT VALUE: \$1,250,000
CONTRACT START AND COMPLETION DATES: 2022 - present
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: N/A

(4) NAME & LOCATION OF CONTRACT: Collier County Countywide Chemicals (Naples)
OWNER CONTACT NAME AND PHONE NUMBER: Howard Brogdon; 239.252.5252
NAME OF CHEMICAL SUPPLIED: Sulfuric Acid
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 1,500 tons
CONTRACT VALUE: \$300,000
CONTRACT START AND COMPLETION DATES: 2021 - present
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF CONTRACT: Martin County Sulfuric Acid Supply, (Stuart)

OWNER CONTACT NAME AND PHONE NUMBER: Morgan Brigham; 772.320.3217

NAME OF CHEMICAL SUPPLIED: Sulfuric Acid

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 1,500 tons

CONTRACT VALUE: \$ 400,000

CONTRACT START AND COMPLETION DATES: 2023-present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: N/A

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QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Interacid N/A. - Tampa, FL.
 OWNER CONTACT NAME AND PHONE NUMBER: Hattie Bain ; 800.633.1358
 NAME OF CHEMICAL SUPPLIED: Sulfuric Acid
 ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 50K tons
 CONTRACT VALUE: ⁵ 800,000
 CONTRACT START AND COMPLETION DATES: 2000-present
 WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No
 ADDITIONAL INFORMATION: N/A

(2) NAME & LOCATION OF CONTRACT: Nemura - Bartow, FL
 OWNER CONTACT NAME AND PHONE NUMBER: Sharon Taylor ; 863.410.2738
 NAME OF CHEMICAL SUPPLIED: Ferric Sulfate
 ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 5K tons
 CONTRACT VALUE: ⁵ 150,000
 CONTRACT START AND COMPLETION DATES: 2010-present
 WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No
 ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: Hawkins - Apopka, FL
OWNER CONTACT NAME AND PHONE NUMBER: Brandon Rice ; 321.299.9810
NAME OF CHEMICAL SUPPLIED: Sulfuric Acid
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 2,500 tons
CONTRACT VALUE: 110,000
CONTRACT START AND COMPLETION DATES: 2015-present
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No.

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: _____
OWNER CONTACT NAME AND PHONE NUMBER: _____
NAME OF CHEMICAL SUPPLIED: _____
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: _____
CONTRACT VALUE: _____
CONTRACT START AND COMPLETION DATES: _____
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

ADDITIONAL INFORMATION: _____

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2025 and continues for one year, ending September 30, 2026. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2025 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of N/A (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a Contract/Purchase Order number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.) delivered, based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the Supplier will be based on bid/contract unit pricing F.O.B. delivered (per ton) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to Owner, found to be acceptable and received in place for use by the Owner. Supplier understands Unit Prices submitted with their bid shall remain firm and in effect for the duration of the contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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PROPOSAL (CONTINUED)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE 6/5/25

FIRM NAME Shrieve Chemical Company, LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 74-1994881

(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL (x) [Signature]

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Chris Burns, Marketing Director

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL cburns@shrieve.com

BUSINESS ADDRESS 1442 Lake Front Circle, St 500 The Woodlands, TX 77380

BUSINESS TELEPHONE 281.367.4226

STATE OF INCORPORATION Texas

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Jason VanVleet - CEO Kevin Boyle - CFO

Ted Threadgill - President 1442 Lake Front Circle St 500 The Woodlands, TX 77380

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Chris Burns, Marketing Director; cburns@shrieve.com;
407.927.5544

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 4th day of June, 2025 by Chris Burns of Shrieve Chemical Company, LLC, who [] is personally known to me or [✓] has produced FL Drivers License as identification and who did (did not) take an oath.



[Signature]

NOTARY PUBLIC

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Shrieve Chemical Company, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Shrieve Chemical Company, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

(X) [Signature]

Print Name: Chris Burns

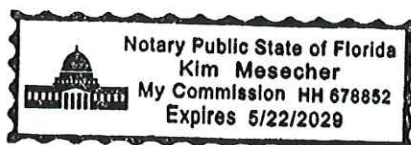
Date: 6/4/25

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by Chris Burns, Mktg Director (name of officer or agent, title of officer or agent) of Shrieve Chemical Company, LLC (name of contractor company acknowledging), a Texas (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL Drivers License (type of identification) as identification.

[Notary Seal]



Notary Public

Kim Mesecker
Name typed, printed or stamped

My Commission Expires: 5/22/29



My Company Account

New



Modernize the
employment eligibility
verification process
today!

[Learn More](#)[Enable E-Verify+](#)

My Company Profile

Company Information

Company Name

Shrieve Chemical Company

Company ID

836800

Employer Identification Number (EIN)

741994881

DUNS Number

093972602

NAICS Code

424

Subsector

Merchant Wholesalers, Nondurable Goods

Doing Business As (DBA) Name

Shrieve Chemical Company

Enrollment Date

Dec 12, 2014

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Wholesale Trade

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

1442 Lake Front Circle
Suite 500
The Woodlands, TX 77380

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

3

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that KC Industries Trucking, LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of KC Industries Trucking, LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

(X) [Signature]

Print Name: Chris Burns

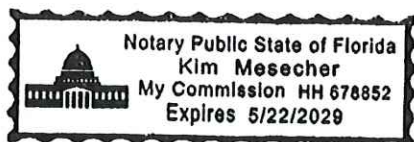
Date: 6/4/25

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by Chris Burns, Mktg Director (name of officer or agent, title of officer or agent) of Shrieve Chemical Co, LLC (name of contractor company acknowledging), a Texas (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced A Drivers License (type of identification) as identification.

[Notary Seal]



Notary Public

Kim Mesecher
Name typed, printed or stamped

My Commission Expires: 5/22/29



My Company Account

My Company Profile

Company Information

Company Name

KC Industries Trucking, LLC

Company ID

964325

Employer Identification Number (EIN)

593697076

DUNS Number

NAICS Code

493

Subsector

Warehousing and Storage

[Edit Company Information](#)

Doing Business As (DBA) Name

Enrollment Date

Apr 18, 2016

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Transportation and Warehousing

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

2420 Old Hwy 60
Mulberry, FL 33860

Mailing Address

Po Box 674
Mulberry, FL 33860[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

2

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Chris Barnes, Marketing Director
[print individual's name and title]

for Shrieve Chemical Company, LLC
[print name of entity submitting sworn statement]

whose business address is 1442 Lake Front Circle, Ste 500
The Woodlands, TX 77380

and (if applicable) its Federal Employer Identification Number (FEIN) is:

74-1994881
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
Statement: N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

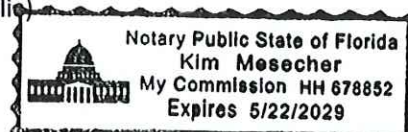
Sworn to and subscribed before me this 4th day of June, 2025

Personally known _____

OR Produced identification FL Drivers License Notary Public – State of FL

My commission expires 5/22/29

Kim Mesecher
(Printed typed or stamped commissioned name notary public)



State of Florida

Department of State

I certify from the records of this office that SHRIEVE CHEMICAL COMPANY, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on January 24, 2022.

The document number of this limited liability company is M22000001143.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 14, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of February,
2025*




Secretary of State

Tracking Number: 8002992531CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Safety Data Sheet

Sulfuric Acid, 93 - 98%

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product Identifier

Trade Name: Sulfuric Acid, 93 - 98%

Revision Date: 10/17/24

Created Date: 10/17/24

1.2 Relevant identified uses of the substance or mixture and uses advised against

Product Description: For industrial use.

Intended Use: fertilizers; other acids; glue; purification of petroleum; pickling of metal; lead-acid batteries (used in most vehicles).

1.3 Details of the supplier of the safety data sheet

Shrieve Chemical Company

1442 Lake Front Cir Ste 500

The Woodlands, TX 77380-3634 US

phone: (800) 367-4226 Customer Service

e-mail: cust-serv@shrieve.com

website:

1.4 Emergency telephone number

CHEMTREC: (800) 424-9300 (USA)

+1-703-741-5970 (International)

Poison Control: (800) 222-1222 (USA)

Additional Information

Poison Control: (800) 222-1222 (USA)

SECTION 2: Hazards Identification

2.1 Classification of the substance or mixture

This material is hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Corrosive to Metals; Category 1

Skin Corrosion; Category 1A

Serious Eye Damage; Category 1

2.2 Label elements



Signal Word Danger

Hazard Statements

H290-May be corrosive to metals

H314-Causes severe skin burns and eye damage.

Precautionary Statements

Prevention

P280-Wear protective gloves/protective clothing/eye protection/face protection.

P234-Keep only in original container.

P260-Do not breathe dust/fume/gas/mist/vapors/spray.

P264-Wash skin thoroughly after handling.

P273-Avoid release to the environment.

Trade Name: Sulfuric Acid, 93 - 98%

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Safety Data Sheet

Sulfuric Acid, 93 - 98%

Response

P301+P310-IF SWALLOWED: Immediately call a POISON CENTER or doctor.

P301+P330+P331-IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353-IF ON SKIN (or hair): Remove immediately all contaminated clothing. Rinse skin/hair with water.

P304+P340-IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

P305+P351+P338-IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P315-Get immediate medical attention.

P363-Wash contaminated clothing before reuse.

P390-Absorb spillage to prevent material damage.

Storage

P403+P233-Store in a well-ventilated place. Keep container tightly closed.

P406-Store in corrosive resistant container with a resistant inner liner.

P405-Store locked up.

Disposal

P501-Dispose of contents/container to a licensed contractor in accordance with local, state and federal regulations.

2.3 Other hazards

Mixture with incompatible materials should be avoided unless all potential risks identified and mitigated. See section 10.

2.4 Unknown Acute Toxicity (US)

Not applicable.

SECTION 3: Composition / information on ingredient(s)

Chemical Name	CAS Number	EC #	Concentration % by Weight
Sulfuric Acid	7664-93-9		93 - 100

SECTION 4: First aid measures

4.1 Description of first aid measures

General notes

This product is hazardous. Seek immediate medical attention. Provide SDS or label information to healthcare provider.

After inhalation

This product is corrosive. If product mist or vapor causes respiratory irritation or distress, move exposed person to fresh air immediately. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If breathing is difficult or irregular, administer oxygen. If breathing stops, start artificial respiration preferably by trained personnel with a medical device or use mouth-to-mouth resuscitation. If unconscious, maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, get immediate medical assistance.

After skin contact

This product is corrosive. Use safety shower immediately. Flush skin with water while removing contaminated clothing for at least 15 minutes. Ask supervisor if clothing can be washed or if it needs to be disposed of as hazardous waste. If it can be cleaned, then wash contaminated clothing and shoes separately. If cut (open injury) and material is introduced, individual should seek medical evaluation. Get medical attention immediately.

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Sulfuric Acid, 93 - 98%

After eye contact

This product is corrosive. Immediately flush eyes with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower lids. Remove contact lenses if present and easy to do and continue rinsing. Seek medical attention immediately (preferably from an ophthalmologist).

After ingestion

This product is corrosive. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept lower than the waist so that vomit does not enter the lungs. Remove dentures if present. If suggested by medical, you can rinse mouth thoroughly with water and give up to 2 cups of water to drink if the exposed person is conscious, alert, able to swallow and not experiencing breathing difficulty. Never give anything by mouth to an unconscious or convulsing person. Do not leave the exposed person unattended. Seek immediate medical attention. Follow medical advice.

Self-protection of the first aider

First aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

4.2 Most important symptoms and effects, both acute and delayed

Aside from the information found under Section 4.1 (above) and Section 4.3 (below), any additional important symptoms and effects are described in Section 2.2 and 11.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to physician: Chemical eye burns may require extended irrigation. Obtain prompt consultation, preferably from an ophthalmologist. If burn is present, treat as any thermal burn, after decontamination. Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

SECTION 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media

Use an extinguishing agent suitable for the surrounding fire. Use dry powder or carbon dioxide (CO₂) to extinguish flames. ABC powder fire extinguishers are suitable.

Unsuitable extinguishing media

Do NOT use water. Use water spray only to keep fire-exposed containers cool and to suppress gases/vapors/mists.

5.2 Special hazards arising from the substance or mixture

Not combustible. During a fire, smoke contains toxic fumes which may be toxic and/or irritating. In a fire or if heated, a pressure increase will occur and the container may burst.

5.3 Advice for firefighters

Do not breathe fumes. Evacuate area. Firefighters should wear appropriate protective equipment and self contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode if near danger area. Prevent fire extinguishing water from contaminating surface water or the ground water system.

Additional Information

Note: Sulfuric acid is incompatible with several materials and can release toxic fumes. See section 10 for more information.

SECTION 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

SMALL SPILLS: Do not clean up without proper training and PPE.

LARGE SPILLS: Full body suit of chemical resistant and full face mask is recommended.

6.2 Environmental precautions

LAND SPILL: Stop leak if you can do it without risk. Recover by pumping or with suitable absorbent. Prevent contamination of the soil. Advise authorities if spillage has entered soil.

WATER SPILL: Stop leak if you can do it without risk. Prevent contamination of water. Prevent material from entering drains or



Safety Data Sheet

Sulfuric Acid, 93 - 98%

watercourses using dry sand, earth or other appropriate barriers. Do not flush into surface water or sanitary sewer system. Advise authorities as necessary if spillage has entered water course or sewage system.

NOTE: Local regulations may prescribe or limit action to be taken. Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted.

6.3 Methods and material for containment and cleaning up

SMALL SPILL: Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Clean surface thoroughly to remove residual contamination.

LARGE SPILL: Stop the flow of material, if this is without risk. Dike far ahead of liquid spill for later recovery and disposal. Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Flush area with water.

6.4 Reference to other sections

See Section 2 for the hazard identification. See Section 4 for first aid advice. See Section 5 for firefighting information. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders. See Section 12 for ecological information. See Section 13 for disposal consideration.

Additional Information

NOTE: In the event of a spill or accidental release, notify relevant local authorities in accordance with all applicable regulations. The reportable quantity for sulfuric acid is 1000 lbs. You may contact The National Response Center (800) 424-8802 if spill occurs. Only trained and properly protected personnel must be involved in clean-up operations. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Avoid breathing vapor. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation.

SECTION 7: Handling and storage

7.1 Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practices. Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Remove protective clothing and protective equipment before entering eating areas. Workers should wash hands and face before eating, drinking and smoking.

7.2 Conditions for safe storage, including any incompatibilities

Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well ventilated area. Keep away from incompatible materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Store away from oxidizing materials.

7.3 Incompatibilities/Specific end uses(s)

Incompatibilities	None known.
Specific end use(s)	None known.

Additional Information

See Section 8 for additional information on hygiene measures. See Section 10 for incompatible materials.

SECTION 8: Exposure controls/personal protection

8.1 Control parameters

Sulfuric Acid (7664-93-9)

OSHA PEL	TWA	1 mg/m ³ ,	8 hours
ACGIH TLV	TWA	0.2 mg/m ³ ,	8 hours
NIOSH	REL-TWA	1 mg/m ³ ,	10 hours
CAL/OSHA	PEL-TWA	0.1 mg/m ³ ,	8 hours
CAL/OSHA	PEL-STEL	3 mg/m ³ ,	8 hours

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8.2 Engineering Controls/Exposure Controls

Engineering controls

Ensure that eyewash stations and safety showers are close to the workstation location. Process enclosure, local exhaust ventilation, personal protective equipment.

Environmental exposure controls

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions. See section 6 on how to handle spills.

8.3 Protective Measures

Eye/face protection

Wear chemical goggles. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU).

Hand protection

Use gloves chemically resistant to this material.

NOTE:

Glove suitability and breakthrough time will differ depending on the specific use conditions. Inspect and replace worn or damaged gloves. Use proper glove removal technique (remove without touching glove's outer surface) to avoid skin contact. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.

Other Skin protection

In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact. Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Other protection

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory protection

No respiratory protection is required under normal conditions. If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker's health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include: Particulate filter.

General hygiene consideration

Always observe good personal hygiene measures and safety practices. Wash after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned.

Thermal hazards

None known.

Additional Information

NOTE: Contact the Personal Protective Equipment manufacturer for specific information, advice, and selection about their products.

SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Property	Value
Appearance	Oily liquid.
Autoignition Temperature	No information available.
Boiling Point	290°C (554°F).
Colors	Colorless to dark brown (purity dependent).
Decomposition Temperature	No information available.
Density	1.84 g/ml at 25°C (77°F).
Evaporation Rate	No information available.
Flash Point	Not applicable.
Melting/Freezing Point	3°C (37°F).

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Sulfuric Acid, 93 - 98%

Odor	Odorless.
Vapor Density	3.39 (Air=1).
Vapor Pressure	1.33 hPa at 145.8°C (294.4°F).
Water Solubility- Qualitative	Soluble.
pH Value	1.2 at 5g/l.

9.2 Other information

None known.

Additional Information

NOTE: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the supplier for additional information.

SECTION 10: Stability and Reactivity

10.1 Reactivity

See sub-sections below.

10.2 Chemical stability

No information available.

10.3 Possibility of hazardous reactions

Under normal conditions of storage and use, hazardous reactions will not occur.

10.4 Conditions to avoid

Contact with excessive heat, fire, and metals. Avoid direct sunlight and water.

10.5 Incompatible materials

Contact with acid with organic materials (such as chlorates, carbides, fulminates, and picrates) may cause fires and explosions. Contact of acid with metals may form toxic sulfur dioxide fumes and flammable hydrogen gas. Contact with water.

10.6 Hazardous decomposition products

Toxic gases and vapors (such as sulfuric acid fume, sulfur dioxide, and carbon monoxide) may be released when sulfuric acid decomposes.

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Source

Skin contact

This product is corrosive.

Eye contact

This product is corrosive.

Inhalation

Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs.

Ingestion

Swallowing may result in burns of the mouth and throat. Swallowing may result in gastrointestinal irritation or ulceration. May cause nausea and vomiting. May cause abdominal discomfort or diarrhea.

Symptoms related to characteristics

None known.

Acute effects

No relevant data found.

Chronic effects

No relevant data found.

Numerical measures of Toxicity

Sulfuric acid (7664-93-9)

LC50	RAT	INHALATION	510 mg/m3;	2 hours.
LD50	RAT	ORAL	2,140 mg/kg.	

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Sulfuric Acid, 93 - 98%

Skin corrosion/irritation

This product is corrosive. Brief contact may cause skin burns; symptoms may include pain, severe local redness, and tissue damage. Prolonged contact may cause serious skin burns; symptoms may include pain, severe local redness, swelling, and tissue damage.

Serious eye damage/eye irritation

This product is corrosive. May cause severe corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns will occur.

Respiratory sensitization

No relevant data found.

Skin sensitization

Did not cause allergic skin reactions when tested in guinea pigs.

Carcinogenicity

Did not cause cancer in laboratory animals.

Germ cell mutagenicity

In vitro genetic toxicity studies were negative in some cases and positive in other cases. Animal genetic toxicity studies were predominantly negative.

Reproductive toxicity

For similar material(s): In animal studies, did not interfere with reproduction or fertility. Has been toxic to the fetus in laboratory animal tests.

Specific target organ toxicity - single exposure

Material is corrosive. Material is not classified as a respiratory irritant; however, upper respiratory tract irritation or corrosivity may be expected.

Specific target organ toxicity - repeated exposure

This product is corrosive.

Aspiration hazard

This product is not an aspiration hazard.

Additional Information

Toxicological information appears in this section when such data is available.

SECTION 12: Ecological information

12.1 Toxicity

12.1 Numerical measures of Toxicity

Material is very highly toxic to aquatic organisms on an acute basis (LC50/EC50 <0.1 mg/L in the most sensitive species).

None known.	
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12.2 Persistence and degradability

No relevant data found.

12.3 Bioaccumulative potential

Bioconcentration potential is low (BCF < 100 or Log Kow < 3).

12.4 Mobility in soil

No relevant data found.

12.5 Results of PBT and vPvB assessment

No relevant data found.

12.6 Other adverse effects

None known.

12.7 Additional Information

The information given is based on data available for the material, the components of the material, and similar materials.

SECTION 13: Disposal considerations

13.1 Waste treatment methods

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Sulfuric Acid, 93 - 98%

Handling for disposal

All disposal practices must be in compliance with all federal, state/provincial and local laws and regulations, and material characteristics at time of disposal. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.

Methods of disposal

Contact your local licensed disposal company.

Contaminated packaging

Dispose of contaminated packaging by following company instructions, local and state regulations, and contact your local licensed disposal company. Empty Container Warning (where applicable): Empty containers may contain residue. Do not attempt to refill or clean containers without proper instruction/approval. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations.

SECTION 14: Transport Information

D.O.T/ADR/RID - Ground transportation

14.1 UN number	UN1830
14.2 UN proper shipping name	UN1830, Sulfuric acid with more than 51 percent acid, 8, PGII
14.3 Transport hazard class(es)	8
14.4 Packing group	II

14.5 Environmental hazards

None known.

14.6. Special precautions for user

CERCLA RQ: 1000 lbs.

14.7. Transport in bulk according to Annex II of Marpol112 and the IBC Code

Not applicable.

SECTION 15: Regulatory information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Country or region	Inventory List	Listed or Exempt (yes/no)
Canada	Canada - Domestic Substance List (Canada DSL)	Yes
China	China - Inventory of Existing Chemical Substances (IECSC)	Yes
European Union	European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Japan	Japan - Existing and New Chemical Substances (ENCS)	Yes
South Korea	Korea - Existing Chemicals Inventory (KECI/KECL) - Annex 1	Yes
Mexico	Mexico - National Inventory of Chemical Substances (INSQ)	Yes
New Zealand	New Zealand - Inventory of Chemicals (NZIoC)	Yes
Philippines	Philippines - Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Thailand	Thailand - FDA Existing Chemicals Inventory (TECI)	Yes
Taiwan	Taiwan - Taiwan Chemical Substance Inventory (TCSI)	Yes
United States of America	United States - Toxic Substance Control Act (TSCA)	Yes
Vietnam	Vietnam - National Chemicals Inventory (NCI) (DRAFT)	Yes

15.2 Chemical Safety Assessment

None known.

Additional Information

OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

California Prop. 65 Statement: This product does not require a warning under California Prop. 65.

CERCLA RQ: 1,000 lbs.

SARA (302): Chemicals in this material are subject to the reporting requirements.

SARA (304): Chemicals in this material are subject to the reporting requirements.

SARA (311/312): Chemicals in this material are subject to the reporting requirements.

SARA (313): Chemicals in this material are not subject to the reporting requirements.

SECTION 16: Other Information

Specific Hazard W - Reacts with water.

HMIS Ratings

HEALTH	3	3 - Extreme danger.
FLAMMABILITY	0	0 - Will not burn.
PHYSICAL HAZARD	3	3 - May form explosive mixtures with water and are capable of self-reaction or decomposition.
PERSONAL PROTECTION		

Revision Date:

10/17/24

NFPA





Safety Data Sheet

Sulfuric Acid, 93 - 98%

Company disclaimer: The information and recommendations contained herein are, to the best of the company's knowledge and belief, accurate and reliable as of the date issued. You may contact us to ensure that this document is the most current available. The information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. Since the information contained herein may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available after the date hereof may suggest modification of the information, we do not assume any responsibility for the result of its use. This information is furnished upon condition that the person receiving it shall make their own determination of the suitability of the material for their particular purpose. If buyer repackages this product, it is the user's responsibility to ensure proper health, safety, and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, republication, or retransmission of this document, in whole or in part, is not permitted.



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1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

EVALUATION REPORT

Send To: 00960

Mr. Gustavo Navar
The Mosaic Company
13830 Circa Crossing Drive
Lithia, FL 33547

Facility: 00963

The Mosaic Company
South Pierce Plant
3450 Highway 630
P.O. Box 2000
Mulberry FL 33860
United States

Result	PASS	Report Date	05-MAR-2025
Customer Name	The Mosaic Company		
Tested To	NSF/ANSI/CAN 60		
Description	98% Sulfuric Acid Liquid		
Trade Designation	98% Sulfuric Acid		
Test Type	Annual Collection		
Job Number	A-00516200		
Project Number	W0961441		
Project Manager	Danielle Molnar		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Scott E. Randall - Senior Manager Commercial Water

Date 05-MAR-2025



General Information

Standard: NSF/ANSI/CAN 60
Chemical Name: Sulfuric Acid
Maximum Use Level: 50 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA03186
Trade Designation/Model Number: 98% Sulfuric Acid

Sample Id: S-0002191564
Description: 98% Sulfuric Acid | Liquid
Sampled Date: 25-Feb-2025
Received Date: 11-Feb-2025

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0031	Date exposure completed	25-FEB-2025
Preparation method used	D	Final volume of solution	0.25 L
MUL	50 mg/L	Mass of material used	3996 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.5	Pass
Chromium	ug/L	3	ND(1)	3	0.01		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	130	Pass
Manganese	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	12	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Aluminum	ug/L	ND(10)	ND(10)	ND(10)	ND(0.031)	290	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.3	Pass
Chloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	3	Pass
Vinyl Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.2	Pass

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Sample Id: S-0002191564

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Bromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	1	Pass
Chloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	40	Pass
Trichlorofluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.3	Pass
Methylene Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	10	Pass
1,1-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.3	Pass
cis-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	7	Pass
Chloroform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	[TTHM]	
Bromochloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	20	Pass
1,1-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
Carbon Tetrachloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
Trichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
Bromodichloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	[TTHM]	
Dibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
cis-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
1,3-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	10	Pass
Tetrachloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
Chlorodibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	[TTHM]	
Chlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	1	Pass
Bromoform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	60	Pass
Carbon Disulfide	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	600	Pass
Methyl Ethyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.02)	400	Pass

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Sample Id: S-0002191564

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Methyl Isobutyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.02)	700	Pass
Toluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	6	Pass
Ethyl Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	14	Pass
m+p-Xylenes	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	[Xylenes]	
o-Xylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	[Xylenes]	
Styrene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	70	Pass
n-Propylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
Bromobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
2-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
4-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
1,3,5-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
tert-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
1,2,4-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
sec-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
p-Isopropyltoluene (Cymene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
1,2,3-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
n-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)		
1,2,4-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	7	Pass
Hexachlorobutadiene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.3	Pass
Naphthalene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	10	Pass
Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.002)	9	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							



Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 21-FEB-2025 to 04-MAR-2025

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105



About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

Wednesday, June 4, 2025

To: Town of Jupiter
From: Shrieve Chemical Company, LLC
Re: Chemical Bid W2604B-Re- Supply of Sulfuric Acid

This affidavit attests that our sulfuric acid complies with all applicable specifications referenced within the above bid.

Thank you,

Chris Burns

Chris Burns
Marketing Director

Shrieve Chemical Company, LLC SE Region
2301 Cypress Gardens Blvd. Winter Haven, FL 33884
P 800.367.4226 F 281.367.0071

AGREEMENT (CONTRACT) BETWEEN OWNER AND SUPPLIER

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and Shrieve Chemical Company, LLC, 1442 Lake Front Circle, Suite 500, The Woodlands, TX 77380, a State of Texas Corporation, whose Federal I.D. number is 74-1994881, hereinafter designated as "SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **sulfuric acid** for a period of one (1) year beginning October 1, 2025 through September 30, 2026 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2604B, CONTRACT FOR SUPPLYING SULFURIC ACID FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2604B
Contract for Supplying Sulfuric Acid

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2025 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2026. This contract does not contain provisions for renewal beyond the initial term.
- 4.2 If SUPPLIER elects to cancel the Contract at any time during the Contract Term, SUPPLIER shall provide one hundred twenty (120) days advance written notice to OWNER.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. Delivered (\$/Ton), as indicated in SUPPLIER's sealed Bid for the term of the contract.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within thirty (30) days of delivery of material and acceptance by OWNER.
- 6.3 SUPPLIER is responsible to ensure that they are invoicing based on the applicable Contract Unit Price. OWNER is only obligated to pay for chemical supplied, delivered, and acceptable based on applicable Contract Unit Pricing.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Invitation to Bid
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Bid Proposal including Qualification Requirements
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney
 - 8.1(l) Notice to Proceed
 - 8.1(m) Technical Specifications bearing the title: Contract for Supplying Liquid Sulfuric Acid (W2604B)
 - 8.1(n) Any Addenda issued to the Bid Documents
 - 8.1(o) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.4(b) If a Supplier does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.4(c) A Supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.4(d) **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 9.5(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all Suppliers, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 9.5(b) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 9.5(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 9.5(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 9.5(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
 - (ii) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Supplier shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.6(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.6(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.6(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- 9.7(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a SUPPLIER that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- 9.7(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Shrieve Chemical Company, LLC
1442 Lake Front Circle, Suite 500
The Woodlands, TX 77380

Chris Burns, Marketing Director

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Contract for Supplying Sodium Hydroxide (Caustic) (W2604C)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 70-25: Approving a contract to Brenntag Mid-South, Inc. for Supplying Sodium Hydroxide (Caustic) (W2604C) for an amount of \$677.00 per dry ton.

EXECUTIVE SUMMARY

Resolution No. 70-25 provides for the award of a contract to Brenntag Mid-South, Inc. for supplying Sodium Hydroxide (Caustic) (W2604C) to Jupiter's water treatment plant for Fiscal Year (FY) 2026, at a unit cost of \$677.00 per dry ton.

Sodium hydroxide, also known as caustic, is a necessary chemical used by Jupiter's water treatment plant for pH adjustment as needed in the production of drinking water for regulatory compliance.

A contract for Supplying Sodium Hydroxide (Caustic) (W2604C) was publicly advertised for competitive bids on May 11, 2025, in accordance with the Town's purchasing policy. On June 10, 2025, four bids were received and opened publicly, ranging from \$677.00 per dry ton to \$820.00 per dry ton, including freight. The lowest bid was submitted by Brenntag Mid-South, Inc. Brenntag's bid amount is 3% lower than the next lowest bid, and nearly 17.5% lower than the highest bid. A detailed bid tabulation is provided as Attachment 2. Brenntag's bid unit price is 7.9% lower than last year's bid unit price of \$736.20 per dry ton. A table of historical chemical unit pricing is provided in Attachment 3.

Brenntag Mid-South, Inc.'s bid was reviewed and found to be responsive to the bid requirements. Brenntag has supplied the Town's Water Utility with water treatment chemicals in past years, and has provided the Town with acceptable service and products, fulfilling their contractual obligations.

Funding for the contract is proposed in the FY2026 Water Utility Operating budget. Based on an estimated annual quantity of 682 dry tons of sodium hydroxide (caustic), and Brenntag Mid-South's bid unit price of \$677.00 per dry ton, the estimated annual value of the contract is \$461,714.

The term of the proposed contract is one (1) year, from October 1, 2025, to September 30, 2026, and the contract does not contain provisions for annual renewal. Purchases made under the Contract will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

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

ANALYSIS

A review of Brenntag Mid-South, Inc.'s bid submitted on June 10, 2025, for Supplying Sodium Hydroxide (Caustic) (W2604C) to the Town of Jupiter's water treatment plant for FY2026 (October 1, 2025-September 30, 2026), concluded that their bid is responsive to the bid requirements and suitable for award. Brenntag's bid in the amount of \$677.00 per dry ton was the lowest bid received. Brenntag has supplied chemicals to the Town's water treatment plant in the past and has provided exceptional service and product. Based on the water plant's estimated caustic demand, projected to be 682 dry tons for FY2026, and Brenntag's bid unit price of \$677.00, the estimated annual cost for sodium hydroxide (caustic) in FY2026 is expected to be \$461,714.00 and sufficient funds are proposed in the Water Enterprise FY2026 Operating Budget. The Effective Date of the Contract will be October 1, 2025 and expenditures thereafter are subject to the anticipated approval of the FY2026 Operating Budget.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 70-25
2. Bid Tabulation for Sodium Hydroxide (Caustic) (W2604C)
3. Table of Historical Chemical Unit Pricing
4. Brenntag Mid-South, Inc. Bid Proposal (W2604C)
5. Brenntag Mid-South, Inc. Draft Contract Agreement for W2604C

FUNDING SOURCE

Proposed in FY26 Operating Budget	\$475,565	Sources: Proposed FY 2026 Water Enterprise Operating Budget
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For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 70-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING SODIUM HYDROXIDE (CAUSTIC) TO THE WATER TREATMENT PLANT

WHEREAS, the Town of Jupiter Utility System currently owns and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 10, 2025 for supplying sodium hydroxide (caustic) was submitted by Brenntag Mid-South, Inc. in an amount of \$677.00 per dry ton, estimated to be \$461,714.00 annually, based on an estimated caustic demand of 682 dry tons; and

WHEREAS, the bid for supplying sodium hydroxide (caustic) submitted by Brenntag Mid-South, Inc. is responsive to the bid requirements and suitable for award for the one-year contract term, beginning on October 1, 2025 and ending on September 30, 2026; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2026 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

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

Section 1. The contract between the Town of Jupiter and Brenntag Mid-South, Inc. for supplying sodium hydroxide (caustic) (W2604C) to the Town's Water Utility, is hereby accepted.

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

Section 3. Upon the acceptance and execution of the contract, Brenntag Mid-South, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

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

7/15/2025

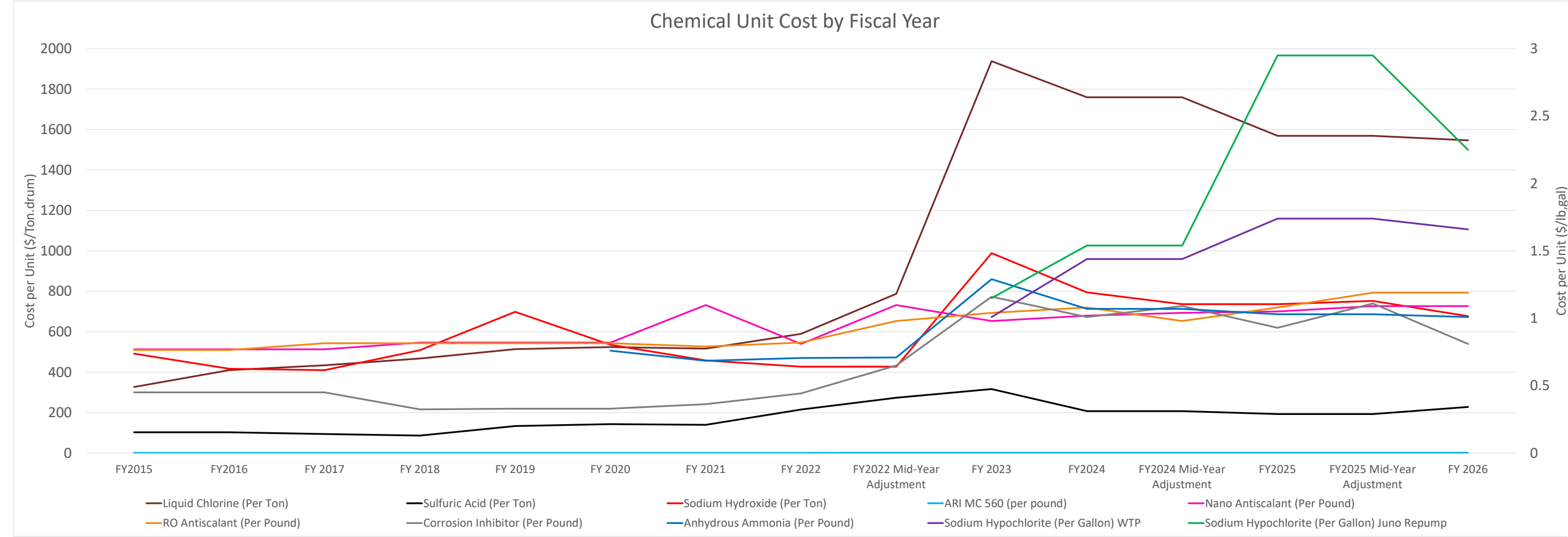


Town of Jupiter Utilities
Contract for Supplying Sodium Hydroxide (Caustic) (W2604C)
June 10, 2025 2:08PM Bid Opening

SUPPLIER				BRENNTAG MID-SOUTH, INC.		UNIVAR SOLUTIONS USA, LLC		ALLIED UNIVERSAL CORPORATION		ODYSSEY MANUFACTURING COMPANY	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS											
1	Sodium Hydroxide (Caustic) Unit Price (F.O.B.)	682	dry tons	\$677.00	\$461,714.00	\$605.00	\$412,610.00	\$757.00	\$516,274.00	\$750.00	\$511,500.00
2	Freight (F.O.B.)	682	dry tons	\$0.00	\$0.00	\$93.00	\$63,426.00	\$0.00	\$0.00	\$70.00	\$47,740.00
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$677.00		\$698.00		\$757.00 see note 1		\$820.00	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$461,714.00		\$476,036.00		\$516,274.00		\$559,240.00	

Note 1: Supplier listed the total estimated annual chemical cost of \$516,274.00 in this space instead of the total bid unit price of \$757.00. Supplier acknowledged the corrected bid form.

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	Variance FY2025 to FY2026 Bids	FY25 to FY26 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	(\$22.30)	-1.42%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$35.20	18.24%
Sodium Hydroxide (Per Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	(\$59.20)	-7.86%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	(\$0.12)	-10.81%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$0.11	9.24%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.09	\$0.04	3.67%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	(\$0.02)	-1.94%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	(\$0.08)	-4.60%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	(\$0.70)	-23.73%
ARI MC 560 (per pound)	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.51	\$1.58	\$1.81	\$0.30	18.99%



BID PROPOSAL

Bidding Company Name: Brenntag Mid-South, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or more of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor, anhydrous ammonia, and sodium hypochlorite (bleach) with firm fixed pricing in accordance with the bid/contract documents, for a period of one (1) year beginning October 1, 2025 through September 30, 2026. Each chemical shall be supplied under separate and individual contracts.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract may be less than or exceed the estimated quantities below. Owner will only pay for actual quantities supplied and found to be acceptable, in Owner's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the sealed Bids shall be firm and guaranteed for the contract term.

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Bid Schedule of Values.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING SODIUM HYDROXIDE (CAUSTIC) (W2604C)

SUPPLIER NAME: Brenntag Mid-South, Inc.

Contract Term, 1-year (October 1, 2025 – September 30, 2026)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					
1	Sodium Hydroxide (Caustic) Unit Price (F.O.B.)	682	dry tons	\$ <u>677.00DT</u>	\$ <u>461,714.00</u>
2	Freight (F.O.B.)	682	dry tons	\$ <u>Included</u>	\$ <u>Included</u>
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$ <u>677.00DT</u>	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =					\$ <u>461,714.00</u>

Total Bid Unit Price F.O.B., \$/ton (Item Nos. 1-2) in Words: Six Hundred Seventy Seven Dollars
and Zero Cents

Total Estimated Annual Chemical Cost (F.O.B.) based on 682 tons in Words: Four Hundred Sixty One
Thousand, Seven Hundred and Fourteen Dollars and Zero Cents

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QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 43

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

No

3. State the location of the office from which this contract will be managed.

250 Central Florida Parkway Orlando FL 32824-7601

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Sara Terry - Municipal Contract Specialist

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

Self-Perform

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QUALIFICATION REQUIREMENTS (CONTINUED)

6. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical Supplier and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For the chemical Supplier, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in).

7. Bidder shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five (5) years that were terminated in advance on the completion date as a result of the Bidder's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

CONTRACT NAME: N/A

OWNER NAME/CONTACT INFO: N/A

CONTRACT COMPLETION DATE: N/A

ACTUAL COMPLETION DATE: N/A

8. List ALL Contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/A

OWNER: N/A

TYPE OF
LITIGATION: N/A

REASON FOR LITIGATION: N/A

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Seacoast Utilities Authority

OWNER CONTACT NAME AND PHONE NUMBER: Jessica Decker

NAME OF CHEMICAL SUPPLIED: Chlorine and Sodium Hydroxide

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: Chlorine-450 Tons and Sodium Hydroxide-465 Tons

CONTRACT VALUE: \$1.7+ Mil

CONTRACT START AND COMPLETION DATES: 2022 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): N/A

ADDITIONAL INFORMATION: N/A

(2) NAME & LOCATION OF CONTRACT: City of Pt St Lucie

OWNER CONTACT NAME AND PHONE NUMBER: Robyn Holder - 772-344-4293

NAME OF CHEMICAL SUPPLIED: Chlorine and Sodium Hydroxide 25% and 50%

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: Chlorine-965,000gal and Sodium Hydroxide-1+ Mil lbs

CONTRACT VALUE: \$1.5+ Mil

CONTRACT START AND COMPLETION DATES: 2022 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): N/A

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: City of Vero Beach

OWNER CONTACT NAME AND PHONE NUMBER: Ed Tipton - 772-978-5472

NAME OF CHEMICAL SUPPLIED: Sodium Hydroxide

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 285,000 gal

CONTRACT VALUE: \$280,000

CONTRACT START AND COMPLETION DATES: 2023 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): N/A

ADDITIONAL INFORMATION: N/A

(4) NAME & LOCATION OF CONTRACT: City of Orlando

OWNER CONTACT NAME AND PHONE NUMBER: Diane Wetherington - 407-246-3633

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 700 Tons

CONTRACT VALUE: \$1.4+ Mil

CONTRACT START AND COMPLETION DATES: 2020 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): N/A

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF CONTRACT: Fayette County

OWNER CONTACT NAME AND PHONE NUMBER: Lacy Gray - 770-320-6081

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 112,000 Pounds

CONTRACT VALUE: \$100+ K

CONTRACT START AND COMPLETION DATES: 2022 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): N/A

ADDITIONAL INFORMATION: N/A

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PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2025 and continues for one year, ending September 30, 2026. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2025 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of N/A (insert number) Addenda for this Bid.

as of 5/28/25

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a Contract/Purchase Order number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.) delivered, based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the Supplier will be based on bid/contract unit pricing F.O.B. delivered (per dry ton) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to Owner, found to be acceptable and received in place for use by the Owner. Supplier understands Unit Prices submitted with their bid shall remain firm and in effect for the duration of the contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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PROPOSAL (CONTINUED)

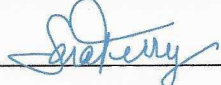
The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE 5/28/25

FIRM NAME Brenntag Mid-South, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 61-0504545

(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Sara Terry - Municipal Contract Specialist

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL bms-bids@brenntag.com

BUSINESS ADDRESS 250 Central Florida Parkway Orlando FL 32824-7601

BUSINESS TELEPHONE 828-729-7557

STATE OF INCORPORATION Kentucky

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

N/A

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Lori Patton - Account Lead - lori.patton@brenntag.com - 689-325-1807

Lisa Funkhouser - General Manager - lisa.funkhouser@brenntag.com - 270-809-4543

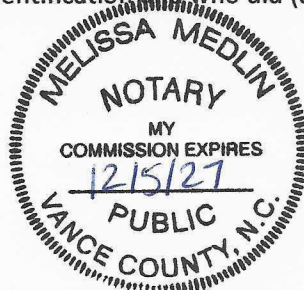
Subscribed and sworn to before me, by means of ☐ physical presence or ☒ online notarization this 28 day

of May, 2025 by Sara Terry of

Brenntag Mid-South, Inc., who ☒ is personally known to me or ☐ has produced

as identification and who did (did not) take an oath.

[Notary Seal]



Melissa Medlin

NOTARY PUBLIC

My Commission Expires: 12/5/27

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Brenntag Mid-South, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Brenntag Mid-South, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Sara Terry

Date: 5/28/25

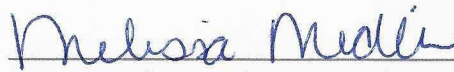
STATE OF ~~FLORIDA~~ North Carolina

COUNTY OF Vance

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 5/28/25 (date) by Sara Terry (name of officer or agent, title of officer or agent) of Brenntag Mid-South, Inc. (name of contractor company acknowledging), a Kentucky (state or place of incorporation) corporation, on behalf of the corporation. He/she 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: 12/5/27

SUBCONTRACTOR E-VERIFY AFFIDAVIT

N/A

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she 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:

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Sara Terry - Municipal Contract Specialist
[print individual's name and title]

for Brenntag Mid-South, Inc.
[print name of entity submitting sworn statement]

whose business address is 250 Central Florida Parkway Orlando FL 32824-7601

and (if applicable) its Federal Employer Identification Number (FEIN) is:
61-0504545

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
Statement: N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☒ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☒ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 28 day of May, 25

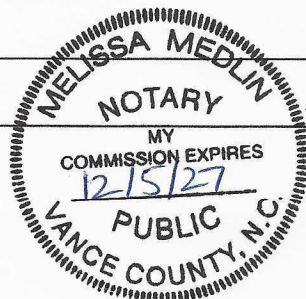
Personally known Sara Terry

OR Produced identification _____ Notary Public – State of North Carolina

My commission expires 12/5/27



(Printed typed or stamped commissioned name notary public)



MEMORANDUM

TO: To Whom It May Concern

FROM: Chad Massie

DATE: February 24, 2025

SUBJECT: Authority to Sign

This is to advise that Sara Terry, in her capacity as Municipal Contract Specialist, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



Chad A. Massie, President
Brenntag Essentials Mid-South



State of Kentucky
County of Henderson

Subscribed and sworn to before me by Chad Massie, personally known to me, on this the 24th day of February 2025.



Sandra L. Littrell, Notary Public
My Commission Expires: 1/22/26

Sandra L. Littrell
Notary Public, KY State at Large
KYNP # 42481
My Commission Expires: 1/22/26

Brenntag Mid-South, Inc.
1405 Highway 136 West (42420)
PO Box 20
Henderson, KY 42419-0020

General Contact Information:

Bid/Contracts/Renewals -

Sara Terry

bms-bids@brenntag.com

828-729-7557

Place an order -

Greg Samples, CSR

Greg.samples@brenntag.com

800-876-1727 Ext 3224

Account Manager -

Lori Patton

Lori.patton@brenntag.com

689-325-1807

Local Facility -

Orlando FL Facility

250 Central Florida Parkway

Orlando FL 32824

Remittance -

PO Box 7410714

Chicago, IL 60674

mid-south.accountremittance@brenntag.com

Preferred method of payment is ACH

- account information available upon request.

3128 BULK PLANT

2024

EXPIRES 9/30/2025

3128-0970290

\$70.00 33 EMPLOYEES ; 5000 BUSINESS OFFICE \$30.00 10 EMPLOYEES ;

TOTAL TAX \$100.00

REGULATED WASTE \$50.00

PREVIOUSLY PAID \$150.00

TOTAL DUE \$0.00

CAVINS J C VP & CFO

BRENNTAG MID SOUTH INC

P O BOX 20

HENDERSON KY 42419-0020

250 CENTRAL FLORIDA PKWY

U - ORLANDO, 32824

PAID: \$150.00 0098-01174972 8/16/2024

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3128 BULK PLANT

2024

EXPIRES 9/30/2025

3128-0970290

\$70.00 33 EMPLOYEES ; 5000 BUSINESS OFFICE \$30.00 10 EMPLOYEES ;

TOTAL TAX \$100.00

REGULATED WASTE \$50.00

PREVIOUSLY PAID \$150.00

TOTAL DUE \$0.00

250 CENTRAL FLORIDA PKWY

U - ORLANDO, 32824

PAID: \$150.00 0098-01174972 8/16/2024



CAVINS J C VP & CFO

BRENNTAG MID SOUTH INC

P O BOX 20

HENDERSON KY 42419-0020

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN101263979-ALL-GAWX-25-26	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Of The State Of PA INSURER B: ACE American Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: ACE Fire Underwriters Insurance Company INSURER E: N/A INSURER F: HDI Global Specialty SE / Lloyds Syndicates
INSURED BRENNTAG MID-SOUTH, INC. 1405 HWY 136 W HENDERSON, KY 42420	NAIC # 19429 22667 43575 20702 N/A N/A

COVERAGES

CERTIFICATE NUMBER:

CLE-006117195-61

REVISION NUMBER: 29

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			027783086	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH11353162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WLRC70319408 (AOS) SCFC70319482 (WI)	01/01/2025 01/01/2025	01/01/2026 01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
F	Product Recall Liability			CMR0000071600	10/09/2024	10/09/2025	Liability Limit \$ 2,000,000 SIR \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate of Insurance is issued as evidence of coverage only.

CERTIFICATE HOLDER

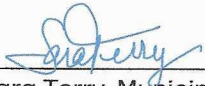
CANCELLATION

BRENNTAG MID-SOUTH, INC. 1405 HIGHWAY 136 WEST HENDERSON, KY 42420	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	---

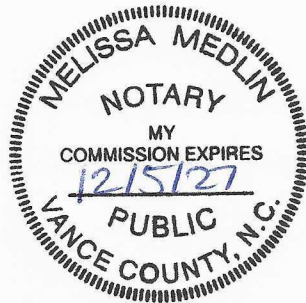
© 1988-2016 ACORD CORPORATION. All rights reserved.

Affidavit of Compliance

Brenntag Mid-South, Inc., complies in all respects meets ANSI/AWWA B501-19 2020 specifications and NSF/ANSI Standard 60 Certification for Sodium Hydroxide 50%.


Sara Terry, Municipal Contract Specialist

Subscribed and sworn to on this 28 day of May, 2025.




Notary Public

My Commission Expires: 12/15/27



Certified to
NSF/ANSI CAN 60

B BRENNTAG

CERTIFICATE OF LOT ANALYSIS

Brenntag Mid-South
St. Louis, MO

QC STATUS **PASS**
MEETS ALL SPECIFICATIONS

PRODUCT IDENTITY CAUSTIC SODA, LIQUID 50%, DIAPHRAGM / COMMERCIAL GRADE

SYNONYMS SODIUM HYDROXIDE 50% (W/W) SOLUTION

CUSTOMER SPECGX LLC

CUSTOMER ORDER NO: SHIP DATE:

CUSTOMER CODE: 629001 BL#

MANUFACTURER	DOW	PLAQUEMINE, LA	AXIALL	LAKE CHARLES, LA
AND LOCATION:	SHINTECH	PLAQUEMINE, LA	OLIN	ST. GABRIEL, LA
	WESTLAKE	CALVERT CITY, KY	OLIN	MCINTOSH, AL
	WESTLAKE	GEISMAR, LA	OXY	GEISMAR, LA
			OXY	HAHNVILLE, LA

*Material is co-mingled from possible manufacturers

MANUFACTURE DATE: 4/21/2025

EXPIRATION DATE: 4/21/2028

TANK LOT NUMBER 666745675133301 SPE

DRUM LOT NUMBER 0 SPE

CUSTOMER SPECIFIC INFORMATION

<u>PHYSICAL PROPERTY</u>	<u>SPECIFICATIONS</u>	<u>RESULTS</u>	<u>METHOD</u>
NaOH, WT%	49.0 - 51.0	50.33	CS00
NaCl, WT%	2.2 MAX	1.06	**

APPROVING CHEMIST: *Melanie Bernet*

REVIEWED/APPROVED BY: GENE RIXFORD

DATE ANALYZED: 5/13/2025

REVIEWED BY: *Cody Zitoun*

REVISION DATE: 10/02/20

All information provided is believed to be accurate and complete. The data provided is representative of the product quality on the date of analysis for the lot number indicated. This certificate of analysis may not include all of the constituents of the product. Persons using this information should make their own determination regarding its suitability for their particular application. This certificate of analysis shall not in any way limit or preclude the operation and effect of the applicable terms and conditions of sale.

1. Identification

Other means of identification	None known.	
Product identifier	SODIUM HYDROXIDE 50% DIA	
Recommended use	ALL PROPER AND LEGAL PURPOSES	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Brenntag Mid-South, Inc.	
Address	1405 Highway 136, West Henderson, KY 42420	
Telephone	270-830-1222	
E-mail	Not available.	
Emergency phone number	800-424-9300	CHEMTREC

2. Hazard(s) identification

Physical hazards	Not classified.	
Health hazards	Acute toxicity, oral	Category 3
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Not classified.	
OSHA defined hazards	Not classified.	

Label elements



Signal word	Danger
Hazard statement	Toxic if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Do not breathe dust or mists. Avoid breathing mist/vapors. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.
Response	If swallowed: Immediately call a poison center/doctor. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. Wash contaminated clothing before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SODIUM HYDROXIDE (NA(OH))		1310-73-2	50 - 60

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Do not use mouth-to-mouth method if victim ingested the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Avoid breathing mist/vapors. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Avoid breathing mist/vapors. Avoid prolonged exposure. When using, do not eat, drink or smoke. Provide adequate ventilation. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Permissible Exposure Limits (PEL) for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values (TLV)

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3

NIOSH. Immediately Dangerous to Life or Health (IDLH) Values, as amended

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	IDLH	10 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards Recommended Exposure Limits (REL)

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection Chemical respirator with organic vapor cartridge.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	COLORLESS TO SLIGHTLY COLORED

Odor ODORLESS

Odor threshold	Not available.
pH	14 14
Melting point/freezing point	58 °F (14.44 °C)
Initial boiling point and boiling range	1371.2 °F (744 °C) estimated
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	12.76 lbs/gal 1.53 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	50 % estimated
Specific gravity	1.53

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong acids.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Toxic if swallowed. Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.
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Information on toxicological effects

Acute toxicity In high concentrations, vapors are anesthetic and may cause headache, fatigue, dizziness and central nervous system effects. Toxic if swallowed.

Product	Species	Test Results
SODIUM HYDROXIDE 50% DIA		
<u>Acute</u>		
Dermal		
ATEmix		2700 mg/kg bw
Oral		
ATEmix		280 mg/kg bw

Components	Species	Test Results
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)		
<u>Acute</u>		
Dermal		
LD50	Rabbit	1350 mg/kg
Oral		
LD50	Rat	140 - 340 mg/kg

Skin corrosion/irritation Causes severe skin burns and eye damage.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization Due to partial or complete lack of data the classification is not possible.

Skin sensitization Due to partial or complete lack of data the classification is not possible.

Germ cell mutagenicity Due to partial or complete lack of data the classification is not possible.

Carcinogenicity Due to partial or complete lack of data the classification is not possible.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)		
<u>Aquatic</u>		
<u>Acute</u>		
Crustacea	EC50	Water flea (Ceriodaphnia dubia) 34.59 - 47.13 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis) 125 mg/l, 96 hours

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner.
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION RQ
Transport hazard class(es)	
Class	8
Subsidiary hazard	-
Packing group	II
Environmental hazards	
Marine pollutant	No.

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed. Information is for reference purposes only. The shipper is legally required to provide, certify, and receive training on, the transportation data for any shipment. Transportation information on packaging may be different from that listed. Information is for reference purposes only. The shipper is legally required to provide, certify, and receive training on, the transportation data for any shipment. Transportation information on packaging may be different from that listed. Information is for reference purposes only. The shipper is legally required to provide, certify, and receive training on, the transportation data for any shipment. Transportation information on packaging may be different from that listed.

DOT



15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
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Toxic Substances Control Act (TSCA)

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories Acute toxicity (any route of exposure)
 Skin corrosion or irritation
 Serious eye damage or eye irritation
 Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations****California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
 A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 05-04-2016
Revision date 04-24-2025
Version # 61
HMIS® ratings Health: 3
 Flammability: 0
 Physical hazard: 0

NFPA ratings

Health: 3
Flammability: 0
Instability: 1

Disclaimer

While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

Revision information

Hazard(s) identification: Response



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, May 2, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=34960&Standard=060&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Mid-South, Inc.

1405 Highway 136 West

P.O. Box 20

Henderson, KY 42420-0020

United States

800-950-7267

270-827-3545

Visit this company's website

(<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-mid-south/index.jsp>)

Facility : Clearwater, FL

Hydrochloric Acid

Trade Designation

Hydrochloric Acid 20 BE

Hydrochloric Acid 20 BE/31.45

Hydrochloric Acid 28%

Hydrochloric Acid 31.45%

Hydrochloric Acid 32%

Muriatic Acid 20 DEG BE

Muriatic Acid 22 DEG BE

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

44mg/L

44mg/L

50mg/L

44mg/L

44mg/L

44mg/L

40mg/L

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
SNO-GLO BLEACH	Disinfection & Oxidation	105mg/L
Sno-Glo 10% Bleach	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite, 10%	Disinfection & Oxidation	105mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

Trade Designation	Product Function	Max Use
Sulfuric Acid 15%	Corrosion & Scale Control pH Adjustment	260mg/L
Sulfuric Acid 38.5%	Corrosion & Scale Control pH Adjustment	120mg/L
Sulfuric Acid 50%	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66 BE	pH Adjustment Corrosion & Scale Control	50mg/L
Sulfuric Acid 66 DEG	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	pH Adjustment Corrosion & Scale Control	60mg/L
Sulfuric Acid 93%	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hydroxide[1]

Trade Designation	Product Function	Max Use
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L

Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Orlando, FL

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate 50%	Coagulation & Flocculation	150mg/L
Aluminum Sulfate 50% SOLN	Coagulation & Flocculation	150mg/L
Aluminum Sulfate 50% Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150 mg/L
Liquid Alum	Coagulation & Flocculation	150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine, Liquified Gas	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride 38-42%	Coagulation & Flocculation	250mg/L
Ferric Chloride Liquid	Coagulation & Flocculation	250 mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250 mg/L
Iron (III) Chloride Solution	Coagulation & Flocculation	250mg/L
Iron Trichloride Solution	Coagulation & Flocculation	250mg/L

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Hydrochloric Acid 20 BE	Corrosion & Scale Control	44mg/L

Hydrochloric Acid 20 BE / 31.45	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 28%	Corrosion & Scale Control	50mg/L
Hydrochloric Acid 31.45%	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 32%	Corrosion & Scale Control	44mg/L
Muriatic Acid	Corrosion & Scale Control	44mg/L
Muriatic Acid 10%	Corrosion & Scale Control	138mg/L
Muriatic Acid 15%	Corrosion & Scale Control	80mg/L
	pH Adjustment	
Muriatic Acid 20 DEG BE	Corrosion & Scale Control	44mg/L
Muriatic Acid 22 DEG BE	Corrosion & Scale Control	40mg/L

Sodium Bisulfite[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 19-44%	Dechlorinator & Antioxidant	46mg/L
Sodium Hydrogen Sulfite 40%	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide[2]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control	250 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200 mg/L
Caustic Soda 50%	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SNO-GLO BLEACH	Disinfection & Oxidation	105mg/L
Sno-Glo 10% Bleach	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite, 10%	Disinfection & Oxidation	105 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid 66 BE	Corrosion & Scale Control	50mg/L
Sulfuric Acid 66 DEG	Corrosion & Scale Control	50mg/L
Sulfuric Acid 93%	Corrosion & Scale Control	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate 38.5% Sol	Chloramination	60mg/L
Ammonium Sulfate 40%	Chloramination	60mg/L
Ammonium Sulfate 40% Sol	Chloramination	60mg/L
WWT 9710	Chloramination	60mg/L

Citric Acid[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Citric Acid 50%	Membrane Cleaner	NA
Citric Acid Solution	Membrane Cleaner	NA

[1] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions. The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Hydrochloric Acid 20 BE	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 20 BE / 31.45	Corrosion & Scale Control	44mg/L

Hydrochloric Acid 28%	Corrosion & Scale Control	50mg/L
Hydrochloric Acid 31.45%	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 32%	Corrosion & Scale Control	44mg/L
Muriatic Acid	Corrosion & Scale Control	44mg/L
Muriatic Acid 10%	Corrosion & Scale Control	138mg/L
Muriatic Acid 15%	Corrosion & Scale Control	80mg/L
	pH Adjustment	
Muriatic Acid 20 DEG BE	Corrosion & Scale Control	44mg/L
Muriatic Acid 22 DEG BE	Corrosion & Scale Control	40mg/L

Sodium Bisulfite[2]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 19-44%	Dechlorinator & Antioxidant	46mg/L
Sodium Hydrogen Sulfite 40%	Dechlorinator & Antioxidant	46mg/L

[2] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide[3]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50% DIA	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50% MEM	Corrosion & Scale Control	100mg/L
Sodium Hydroxide Solution 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide Solution 50%	Corrosion & Scale Control	100mg/L

[3] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 10%	Disinfection & Oxidation	70mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid 15%	Corrosion & Scale Control pH Adjustment	260mg/L
Sulfuric Acid 38.5%	Corrosion & Scale Control pH Adjustment	120mg/L
Sulfuric Acid 50%	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66 BE	pH Adjustment Corrosion & Scale Control	50mg/L
Sulfuric Acid 66 DEG	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	pH Adjustment Corrosion & Scale Control	60mg/L
Sulfuric Acid 93%	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Eastpoint, GA**Aluminum Chlorohydrate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Prestofloc C-100	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride 38-42%	Coagulation & Flocculation	250mg/L
Ferric Chloride Liquid	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L
Iron (III) Chloride Solution	Coagulation & Flocculation	250mg/L
Iron Trichloride Solution	Coagulation & Flocculation	250mg/L

Sodium Bisulfite[2]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 19-44%	Dechlorinator & Antioxidant	46mg/L
Sodium Hydrogen Sulfite 40%	Dechlorinator & Antioxidant	46mg/L

[2] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide[1]

Trade Designation	Product Function	Max Use
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 66	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 66 Baumé	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 66Be	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 93%	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Savannah, GA**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

Facility : Valdosta, GA**Sodium Hydroxide[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control pH Adjustment	500mg/L

Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
SNO-GLO BLEACH	Disinfection & Oxidation	82mg/L
Sno-Glo 10% Bleach	Disinfection & Oxidation	82mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	82mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	79mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	66mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Distribution Center - East St. Louis, IL

Phosphoric Acid

Trade Designation	Product Function	Max Use
PHOSPHORIC ACID 75%	Corrosion & Scale Control Softener	13mg/L

Sulfuric Acid

Trade Designation	Product Function	Max Use
Sulfuric Acid 66 BE	Corrosion & Scale Control	50mg/L
Sulfuric Acid 66 DEG	Corrosion & Scale Control	50mg/L

Sulfuric Acid 93%

Corrosion & Scale Control

50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : East St. Louis, IL**Sodium Carbonate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Soda Ash	pH Adjustment Corrosion & Scale Control	150mg/L
Soda Ash Dense	pH Adjustment Corrosion & Scale Control	150mg/L
Soda Ash Light	pH Adjustment Corrosion & Scale Control	150mg/L
Sodium Carbonate	pH Adjustment Corrosion & Scale Control	150mg/L

Facility : Fairmont City, IL**Aluminum Chlorohydrate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc BC4105[PY]	Coagulation & Flocculation	31mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Aluminum Chlorohydrate/Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc 4000	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Hydroxide 19%	Chloramination	10mg/L

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	60mg/L
Ammonium Sulfate Solution	Chloramination	60mg/L

Blended Corrosion Inhibitor

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Robin Phos PO-2	Sequestering Corrosion & Scale Control	20mg/L

Blended Phosphates

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AquaPure 3637	Sequestering Corrosion & Scale Control	25mg/L
AquaPure 3655	Sequestering Corrosion & Scale Control	25mg/L
AquaPure 3673	Sequestering Corrosion & Scale Control	25mg/L
AquaPure 3691	Sequestering Corrosion & Scale Control	25mg/L
Robin Phos PO-73	Sequestering Corrosion & Scale Control	25mg/L

Citric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Citric Acid 50%[1] [2]	Membrane Cleaner	NA
Citric Acid Solution[1] [2]	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Miscellaneous Chemical Products

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc 4220[AL]	Coagulation & Flocculation	250mg/L
Brennfloc 4420[AL] [PY]	Coagulation & Flocculation	100mg/L
Brennfloc 4420H[AL] [PY]	Coagulation & Flocculation	100mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Miscellaneous Water Supply Products

Trade Designation	Product Function	Max Use
Citric Acid 30-50%[1] [2]	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Monosodium Orthophosphate

Trade Designation	Product Function	Max Use
AquaPure 3601	Sequestering Corrosion & Scale Control	25mg/L

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	Product Function	Max Use
Brennfloc CP 7215P	Coagulation & Flocculation	100mg/L
Robin 110	Coagulation & Flocculation	100mg/L
Robin 120	Coagulation & Flocculation	50mg/L
Robin 220	Coagulation & Flocculation	50mg/L
RobinFloc 4325	Coagulation & Flocculation	100mg/L
RobinFloc 4728	Coagulation & Flocculation	96mg/L

Polyaluminum Chloride[AL]

Trade Designation	Product Function	Max Use
Aluminum Chloride Hydroxide Aqueous Solution	Coagulation & Flocculation	250mg/L
Aluminum Chlorohydrate Aqueous Solution	Coagulation & Flocculation	250mg/L
Robin AC-100	Coagulation & Flocculation	250mg/L
RobinFloc 4708	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL]

Trade Designation	Product Function	Max Use
AC 2602 PA	Coagulation & Flocculation	50mg/L
Brennfloc BC 4101	Coagulation & Flocculation	66mg/L
Polyaluminum Sulfate	Coagulation & Flocculation	150mg/L
Polyaluminum Sulfate Polymer Emulsion	Coagulation & Flocculation	150mg/L
Robin AC-3545	Coagulation & Flocculation	50mg/L
Robin AS-110	Coagulation & Flocculation	150mg/L

Robin AS-120	Coagulation & Flocculation	150mg/L
Robin AS-140	Coagulation & Flocculation	100mg/L
Robin FR-2003[PY]	Coagulation & Flocculation	20mg/L
Robin Flocc 4725	Coagulation & Flocculation	155mg/L
RobinFlocc 4707[PY]	Coagulation & Flocculation	100mg/L
	Flocculant	
RobinFlocc 4740	Coagulation & Flocculation	68mg/L
	Flocculant	

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Permanganate[PO]

Trade Designation	Product Function	Max Use
Sodium Permanganate	Oxidant	176mg/L
Sodium Permanganate 20%	Oxidant	176mg/L
Sodium Permanganate 40%	Oxidant	86mg/L
Sodium Permanganate Solution	Oxidant	176mg/L
Sodium Permanganate Solution 15%	Oxidant	235mg/L
Sodium Permanganate Solution 19%	Oxidant	185mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Sodium Polyphosphates, Glassy

Trade Designation	Product Function	Max Use
AquaPure SH 36	Corrosion Control	25mg/L
Robin Phos P-1	Corrosion Control	28mg/L
	Sequestering	
SHMP	Corrosion Control	28mg/L
	Sequestering	
Sodium Hexametaphosphate	Corrosion Control	28mg/L
	Sequestering	
Sodium Polyphosphate	Corrosion Control	28mg/L
	Sequestering	
Sodium Polyphosphates Glassy	Corrosion Control	28mg/L
	Sequestering	

Facility : Indianapolis, IN**Aluminum Chlorohydrate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Prestofloc C-100	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Liquid Alum	Coagulation & Flocculation	150mg/L
Liquid Alum 50% Sol	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate 38.5% Sol	Chloramination	60mg/L
Ammonium Sulfate 40%	Chloramination	60mg/L
Ammonium Sulfate 40% Sol	Chloramination	60mg/L
WWT 9710	Chloramination	60mg/L

Citric Acid[1] [2]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Citric Acid Solution	Membrane Cleaner	NA
Citric Acid, Anhydrous	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluosilicic Acid 23%	Fluoridation	5 mg/L

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Robin 110	Coagulation & Flocculation	100mg/L
Robin 120	Coagulation & Flocculation	50mg/L
Robin 220	Coagulation & Flocculation	50mg/L
RobinFloc 4325	Coagulation & Flocculation	100mg/L

Polyaluminum Chloride[AL]

Trade Designation	Product Function	Max Use
Brennfloc CC 2818	Coagulation & Flocculation	250mg/L
Brennfloc CC2358	Coagulation & Flocculation	100mg/L
Prestofloc C-100	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Sodium Hydroxide[3]

Trade Designation	Product Function	Max Use
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[3] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Chem Bleach Household	Disinfection & Oxidation	164mg/L

SNO-GLO BLEACH	Disinfection & Oxidation	86mg/L
Sno-Glo Bleach	Disinfection & Oxidation	86mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	86mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	69mg/L
Sodium Hypochlorite 5.25% Solution	Disinfection & Oxidation	164mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 50%	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66 BE	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 66 Degree	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Terre Haute, IN

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L

Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Chem Bleach Household	Disinfection & Oxidation	200mg/L
SNO-GLO BLEACH	Disinfection & Oxidation	105mg/L
Sno-Glo Bleach	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 5.25% Solution	Disinfection & Oxidation	200mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Georgetown, KY

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite	Disinfection & Oxidation	64mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Henderson, KY**Aluminum Chlorohydrate[AL]**

Trade Designation	Product Function	Max Use
Brennfloc BC4105[PY]	Coagulation & Flocculation	31mg/L
Prestofloc C-100	Coagulation & Flocculation	250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate 50%	Coagulation & Flocculation	150mg/L
Aluminum Sulfate 50% Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150 mg/L
Liquid Alum	Coagulation & Flocculation	150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ammonia, Anhydrous

Trade Designation	Product Function	Max Use
Ammonia, Anhydrous	Chloramination	5 mg/L

Ammonium Hydroxide

Trade Designation

AQUA AMMONIA
Ammonium Hydroxide 19%
Aqua Ammonia 26 Deg

Product Function

Chloramination
Chloramination
Chloramination

Max Use

10 mg/L
10mg/L
10mg/L

Ammonium Sulfate**Trade Designation**

Ammonium Sulfate 38.5% Sol
Ammonium Sulfate 40%
Ammonium Sulfate 40% Sol
WWT 9710

Product Function

Chloramination
Chloramination
Chloramination
Chloramination

Max Use

60mg/L
60mg/L
60mg/L
60mg/L

Blended Phosphates**Trade Designation**

AquaPure 3627

Product Function

Corrosion & Scale Control
Sequestering

Max Use

25mg/L

AquaPure 3628

Corrosion & Scale Control
Sequestering

25mg/L

AquaPure 3637

Corrosion & Scale Control
Sequestering

25mg/L

AquaPure 3646

Corrosion & Scale Control
Sequestering

25mg/L

AquaPure 3664

Corrosion & Scale Control
Sequestering

25mg/L

AquaPure 3672

Corrosion & Scale Control
Sequestering

25mg/l

AquaPure 3673

Corrosion & Scale Control
Sequestering

25mg/L

AquaPure 3682

Corrosion & Scale Control
Sequestering

25mg/l

AquaPure 3691

Corrosion & Scale Control
Sequestering

25mg/L

Aquapure 3610

Corrosion & Scale Control
Sequestering

25mg/L

Aquapure 3619

Corrosion & Scale Control
Sequestering

25mg/L

Aquapure 3655

Corrosion & Scale Control
Sequestering

25mg/L

Chlorine[CL]**Trade Designation**

Chlorine, Liquified Gas

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the

finished drinking water to ensure compliance to all applicable regulations.

Citric Acid[1]

Trade Designation	Product Function	Max Use
Citric Acid 50%	Membrane Cleaner	NA
Citric Acid Solution	Membrane Cleaner	NA

[1] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions. The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride 38-42%	Coagulation & Flocculation	250mg/L
Ferric Chloride Liquid	Coagulation & Flocculation	250 mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250 mg/L
Iron (III) Chloride Solution	Coagulation & Flocculation	250mg/L
Iron Trichloride Solution	Coagulation & Flocculation	250mg/L

Ferric Sulfate

Trade Designation	Product Function	Max Use
Ferri-Floc Liquid	Coagulation & Flocculation	500 mg/L
Ferric Sulfate	Coagulation & Flocculation	500 mg/L

Fluosilicic Acid

Trade Designation	Product Function	Max Use
Hydrofluosilicic Acid 23%	Fluoridation	5 mg/L

Hydrochloric Acid

Trade Designation	Product Function	Max Use
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Hydrochloric Acid 20 BE	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 20 BE / 31.45	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 28%	Corrosion & Scale Control	50mg/L
Hydrochloric Acid 31.45%	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 32%	Corrosion & Scale Control	44mg/L
Muriatic Acid	Corrosion & Scale Control	44mg/L
Muriatic Acid 10%	Corrosion & Scale Control	138mg/L
Muriatic Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Muriatic Acid 20 DEG BE	Corrosion & Scale Control	44mg/L
Muriatic Acid 22 DEG BE	Corrosion & Scale Control	40mg/L

Hydrogen Peroxide [HP]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrogen Peroxide 30%[2]	Oxidant	3.5mg/L
Hydrogen Peroxide 32%[3]	Oxidant	3.3mg/L
Hydrogen Peroxide 35%[4]	Oxidant	3 mg/L
Hydrogen Peroxide 8%	Oxidant	13mg/L

[2] This product may be used at a maximum use level of 95 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[3] This product may be used at a maximum use level of 90 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[4] This product may be used at a maximum use level of 85 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Miscellaneous Water Supply Products[5] [6]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Innova	Well Cleaning Aid	NA
Layne RC	Well Cleaning Aid	N/A
Layne RC10	Well Cleaning Aid	N/A
Layne RC15	Well Cleaning Aid	N/A

[5] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[6] The well is to be properly flushed and drained before being places in service.

Monosodium Orthophosphate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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AquaPure 3601	Corrosion & Scale Control Sequestering	25mg/L
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Phosphoric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aquapure Ortho	Corrosion & Scale Control	26mg/L
Phosphoric Acid (36% PO ₄)	Corrosion & Scale Control	26mg/L
Phosphoric Acid 75%	Corrosion & Scale Control	13mg/L

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc BC 2380	Coagulation & Flocculation	200mg/L
Brennfloc BC 2381	Coagulation & Flocculation	200mg/L
Brennfloc CC 2818	Coagulation & Flocculation	250mg/L
Brennfloc CC2358	Coagulation & Flocculation	100mg/L
Prestofloc C-50	Coagulation & Flocculation	250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyamines[PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc CP 7452P	Coagulation & Flocculation	20mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc BC 2376	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Bisulfite[7]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 19-44%	Dechlorinator & Antioxidant	46mg/L

[7] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Carbonate

Trade Designation	Product Function	Max Use
Soda Ash 15%	Corrosion & Scale Control pH Adjustment	667mg/L
Sodium Carbonate 15%	Corrosion & Scale Control pH Adjustment	667mg/L

Sodium Chlorite[8] [CL]

Trade Designation	Product Function	Max Use
Sodium Chlorite	Chlorine Dioxide Production	14mg/L
Sodium Chlorite 31.25%	Chlorine Dioxide Production	22mg/L

[8] These products are certified for use in chlorine dioxide generation.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[9]

Trade Designation	Product Function	Max Use
Caustic Soda 20%	Corrosion & Scale Control	250 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200 mg/L
Caustic Soda 50%	Corrosion & Scale Control	100 mg/L
Caustic Soda 30%	Corrosion & Scale Control	166mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	166mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[9] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Chem Bleach Household	Disinfection & Oxidation	200mg/L
SNO-GLO BLEACH	Disinfection & Oxidation	105mg/L
Sno-Glo 10% Bleach	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L

Sodium Hypochlorite 12.5% NSF	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25% Solution	Disinfection & Oxidation	200mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sodium Permanganate[PO]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Permanganate	Oxidant	176mg/L
Sodium Permanganate 20%	Oxidant	176mg/L
Sodium Permanganate 40%	Oxidant	88mg/L
Sodium Permanganate Solution	Oxidant	176mg/L
Sodium Permanganate Solution 15%	Oxidant	235mg/L
Sodium Permanganate Solution 19%	Oxidant	185mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Sodium Polyphosphates, Glassy

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AquaPure SH 36	Corrosion & Scale Control	25mg/L

Sodium Silicate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
N Sodium Silicate Solution	Corrosion & Scale Control	42mg/L

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid 35%	Corrosion & Scale Control	133mg/L
Sulfuric Acid 38.5%	Corrosion & Scale Control	121mg/L
Sulfuric Acid 50%	Corrosion & Scale Control	93mg/L
Sulfuric Acid 78%	Corrosion & Scale Control	60mg/L
Sulfuric Acid 93%	Corrosion & Scale Control	50mg/L

Tetrapotassium Pyrophosphate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Tetrapotassium Pyrophosphate 60% Solution	Corrosion & Scale Control Sequestering	29mg/L

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : Louisville, KY

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Charlotte, NC

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	pH Adjustment	80mg/L
	Corrosion & Scale Control	
Hydrochloric Acid 20 BE	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 20 BE / 31.45	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 28%	Corrosion & Scale Control	50mg/L
Hydrochloric Acid 31.45%	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 32%	Corrosion & Scale Control	44mg/L
Muriatic Acid	Corrosion & Scale Control	44mg/L
Muriatic Acid 10%	Corrosion & Scale Control	138mg/L
Muriatic Acid 15%	pH Adjustment	80mg/L
	Corrosion & Scale Control	
Muriatic Acid 20 DEG BE	Corrosion & Scale Control	44mg/L
Muriatic Acid 22 DEG BE	Corrosion & Scale Control	40mg/L

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	166mg/L

Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	166mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

Trade Designation	Product Function	Max Use
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 15%	Corrosion & Scale Control pH Adjustment	260mg/L
Sulfuric Acid 38.5%	Corrosion & Scale Control pH Adjustment	120mg/L
Sulfuric Acid 50%	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66 BE	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 66 DEG	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	Corrosion & Scale Control pH Adjustment	60mg/L
Sulfuric Acid 93%	Corrosion & Scale Control pH Adjustment	50mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Durham, NC**Ammonium Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate 38.5% Sol	Chloramination	60mg/L
Ammonium Sulfate 40%	Chloramination	60mg/L
Ammonium Sulfate 40% Sol	Chloramination	60mg/L
WWT 9710	Chloramination	60mg/L

Facility : Greensboro, NC**Hydrogen Peroxide[HP]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrogen Peroxide 30%	Disinfection & Oxidation	3.5mg/L
Hydrogen Peroxide 32%	Disinfection & Oxidation	3.3mg/L
Hydrogen Peroxide 35%	Disinfection & Oxidation	3mg/L
Hydrogen Peroxide 50%	Disinfection & Oxidation	2.1mg/L
Hydrogen Peroxide 8%	Disinfection & Oxidation	13mg/L

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Miscellaneous Corrosion Chemicals[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aquapure ® ZOP 1237	Corrosion & Scale Control	15mg/L

[1] Based on an evaluation of health effects data, the level of zinc in the finished drinking water should not exceed 2.0 mg/L.

Facility : Wilmington, NC**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L

Sodium Hydroxide 50%

pH Adjustment

100mg/L

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Charleston, SC

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Chattanooga, TN

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate Solution	Coagulation & Flocculation	150 mg/L
Liquid Alum	Coagulation & Flocculation	150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine, Liquified Gas	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Citric Acid[1]

Trade Designation	Product Function	Max Use
Citric Acid 50%	Membrane Cleaner	NA
Citric Acid Solution	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed prior to using the system for drinking water, following manufacturer's use instructions. The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride 38-42%	Coagulation & Flocculation	250mg/L
Ferric Chloride Liquid	Coagulation & Flocculation	250 mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250 mg/L
Iron (III) Chloride Solution	Coagulation & Flocculation	250mg/L
Iron Trichloride Solution	Coagulation & Flocculation	250mg/L

Ferric Sulfate

Trade Designation	Product Function	Max Use
Ferri-Floc Liquid	Coagulation & Flocculation	500 mg/L
Ferric Sulfate	Coagulation & Flocculation	500 mg/L

Fluosilicic Acid

Trade Designation	Product Function	Max Use
Hydrofluosilicic Acid 23%	Fluoridation	5mg/L

Hydrochloric Acid

Trade Designation	Product Function	Max Use
Hydrochloric Acid 20 BE	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 20 BE / 31.45	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 28%	Corrosion & Scale Control	50mg/L
Hydrochloric Acid 31.45%	Corrosion & Scale Control	44mg/L
Hydrochloric Acid 32%	Corrosion & Scale Control	44mg/L
Muriatic Acid	Corrosion & Scale Control	44mg/L
Muriatic Acid 10%	Corrosion & Scale Control	138mg/L
Muriatic Acid 20 DEG BE	Corrosion & Scale Control	44mg/L
Muriatic Acid 22 DEG BE	Corrosion & Scale Control	40mg/L

Hydrogen Peroxide [HP]

Trade Designation	Product Function	Max Use
Hydrogen Peroxide 30%[2]	Oxidant	3.5mg/L
Hydrogen Peroxide 32%[3]	Oxidant	3.3mg/L
Hydrogen Peroxide 50%[4]	Oxidant	2.1mg/L
Hydrogen Peroxide 8%	Oxidant	13mg/L

Hydrogen peroxide 35%

Oxidant

3mg/L

[2] This product may be used at a maximum use level of 95 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[3] This product may be used at a maximum use level of 90 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[4] This product may be used at a maximum use level of 60 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc BC 2380	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ICS 7191	Coagulation & Flocculation	258mg/L
ICS 7201	Coagulation & Flocculation	490mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Bisulfite[5]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 19-44%	Dechlorinator & Antioxidant	46mg/L

Sodium Hydrogen Sulfite 40%

Dechlorinator & Antioxidant

46mg/L

[5] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide[6]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control	250 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200 mg/L
Caustic Soda 50%	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[6] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chem Bleach Household	Disinfection & Oxidation	200mg/L
SNO-GLO BLEACH	Disinfection & Oxidation	105mg/L
Sno-Glo 10% Bleach	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 5.25% Solution	Disinfection & Oxidation	200mg/L
Sodium Hypochlorite, 10%	Disinfection & Oxidation	105 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Distribution Center - Chattanooga, TN

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

Sodium Hydroxide 55%

Corrosion & Scale Control

100mg/L

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Memphis, TN

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	40mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid 35%	Corrosion & Scale Control	133mg/L
Sulfuric Acid 38.5%	Corrosion & Scale Control	121mg/L
Sulfuric Acid 50%	Corrosion & Scale Control	93mg/L
Sulfuric Acid 66 BE	Corrosion & Scale Control	50mg/L
	pH Adjustment	
Sulfuric Acid 66 DEG	Corrosion & Scale Control	50mg/L
	pH Adjustment	
Sulfuric Acid 78%	Corrosion & Scale Control	60mg/L

Sulfuric Acid 93%

Corrosion & Scale Control

50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, VA

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50% DIA	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50% MEM	Corrosion & Scale Control	100mg/L
Sodium Hydroxide Solution 50%	Corrosion & Scale Control	100mg/L

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	79mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Nitro, WV

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate 50%	Coagulation & Flocculation	150mg/L
Aluminum Sulfate 50% SOLN	Coagulation & Flocculation	150mg/L
Aluminum Sulfate 50% Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150 mg/L
Liquid Alum	Coagulation & Flocculation	150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine, Liquified Gas	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Hydrogen Peroxide [HP]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrogen Peroxide 30%[1]	Oxidant	3.5mg/L
Hydrogen Peroxide 30%	Disinfection & Oxidation	3.5mg/L
Hydrogen Peroxide 32%[2]	Oxidant	3.3mg/L
Hydrogen Peroxide 32%	Disinfection & Oxidation	3.3mg/L
Hydrogen Peroxide 35%	Disinfection & Oxidation	3mg/L
Hydrogen Peroxide 35%[3]	Oxidant	3mg/L
Hydrogen Peroxide 50%	Disinfection & Oxidation	2.1mg/L
Hydrogen Peroxide 8%	Disinfection & Oxidation	13mg/L
Hydrogen Peroxide 8%	Oxidant	13mg/L

[1] This product may be used at a maximum use level of 95 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual not to exceed 4 mg/L, the EPA's proposed maximum residual level.

[2] This product may be used at a maximum use level of 90 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual not to exceed 4 mg/L, the EPA's proposed maximum residual level.

[3] This product may be used at a maximum use level of 85 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual not to exceed 4 mg/L, the EPA's proposed maximum residual level.

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc BC 2380	Coagulation & Flocculation	200mg/L
Brennfloc BC 2381	Coagulation & Flocculation	200mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Potassium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Potash 45%	Corrosion & Scale Control	100 mg/L
Potassium Hydroxide	Corrosion & Scale Control	100 mg/L

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SNO-GLO BLEACH	Disinfection & Oxidation	105mg/L
Sno-Glo 10% Bleach	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite, 10%	Disinfection & Oxidation	105mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Kansas City South

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	250mg/L

Sodium Hydroxide 50%

Corrosion & Scale Control

100mg/L

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Chem Bleach Household	Disinfection & Oxidation	200mg/L
SNO-GLO-BLEACH	Disinfection & Oxidation	105mg/L
Sno-Glo 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25% Solution	Disinfection & Oxidation	200mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

Trade Designation	Product Function	Max Use
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 50%	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66 Degree	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : St. Louis, MO - Chouteau

Aluminum Chlorohydrate[AL]

Trade Designation	Product Function	Max Use
Brennfloc 4000	Coagulation & Flocculation	250mg/L
Brennfloc BC4105[PY]	Coagulation & Flocculation	31mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CER 141.111 requirements for percent monomer and dose.

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Hydroxide 19%	Chloramination	10mg/L

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	60mg/L
Ammonium Sulfate Solution	Chloramination	60mg/L

Blended Corrosion Inhibitor

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Robin Phos PO-2	Corrosion & Scale Control Sequestering	20 mg/L

Blended Phosphates

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AquaPure 3637	Corrosion & Scale Control Sequestering	25mg/L
AquaPure 3655	Corrosion & Scale Control Sequestering	25mg/L
AquaPure 3673	Corrosion & Scale Control Sequestering	25mg/L
AquaPure 3691	Corrosion & Scale Control Sequestering	25mg/L
Robin Phos PO-73	Corrosion & Scale Control Sequestering	25 mg/L

Miscellaneous Chemical Products

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc 4220[AL]	Coagulation & Flocculation	250mg/L
Brennfloc 4420[AL] [PY]	Coagulation & Flocculation	100mg/L
Brennfloc 4420H[AL] [PY]	Coagulation & Flocculation	100mg/L
Robin 3000	Coagulation & Flocculation	15mg/L
RobinFloc 1212	Coagulation & Flocculation	15mg/L
Robinfloc 2000[PY]	Coagulation & Flocculation	15mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CER 141.111 requirements for percent monomer and dose.

Miscellaneous Water Supply Products

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Citric Acid 30-50%[1] [2]	Membrane Cleaner	NA

- [1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.
- [2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Monosodium Orthophosphate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AquaPure 3601	Corrosion & Scale Control	25mg/L

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Brennfloc CP 7215P	Coagulation & Flocculation	100mg/L
Robin 110	Coagulation & Flocculation	100mg/L
Robin 120	Coagulation & Flocculation	50 mg/L
Robin 220	Coagulation & Flocculation	50mg/L
RobinFloc 4325	Coagulation & Flocculation	100mg/L
RobinFloc 4728	Coagulation & Flocculation	96mg/L

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Chloride Hydroxide Aqueous Solution	Coagulation & Flocculation	250 mg/L
Aluminum Chlorohydrate Aqueous Solution	Coagulation & Flocculation	250 mg/L
Brennfloc 4000	Coagulation & Flocculation	250mg/L
Robin AC-100	Coagulation & Flocculation	250 mg/L
RobinFloc 4708	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AC 2602 PA	Coagulation & Flocculation	50mg/L
Brennfloc BC 4101	Coagulation & Flocculation	66mg/L
Polyaluminum Sulfate	Coagulation & Flocculation	150 mg/L
Polyaluminum Sulfate Polymer Emulsion	Coagulation & Flocculation	150mg/L

Robin AC 110	Coagulation & Flocculation	130 mg/L
Robin AC-3545	Coagulation & Flocculation	50 mg/L
Robin AS-110	Coagulation & Flocculation	150 mg/L
Robin AS-120	Coagulation & Flocculation	150 mg/L
Robin AS-140	Coagulation & Flocculation	100 mg/L
Robin FR-2003	Coagulation & Flocculation	20mg/L
RobinFloc 4707	Coagulation & Flocculation Flocculant	100mg/L
RobinFloc 4714	Coagulation & Flocculation	238mg/L
RobinFloc 4715	Coagulation & Flocculation	156mg/L
RobinFloc 4725	Coagulation & Flocculation	155mg/L
RobinFloc 4740	Coagulation & Flocculation Flocculant	68mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CER 141.111 requirements for percent monomer and dose.

Sodium Permanganate[MN]

Trade Designation	Product Function	Max Use
Sodium Permanganate	Oxidant	176mg/L
Sodium Permanganate Solution	Oxidant	176mg/L
Sodium Permanganate Solution 15%	Oxidant	235mg/L
Sodium Permanganate Solution 19%	Oxidant	185mg/L

[MN] The finished drinking water should be monitored to ensure that levels of manganese do not exceed .05 mg/L.

Sodium Polyphosphates, Glassy

Trade Designation	Product Function	Max Use
AquaPure SH 36	Corrosion & Scale Control	25mg/L
Robin Phos P-1	Corrosion Control	28 mg/L
	Sequestering	
SHMP	Corrosion Control	28mg/L
	Sequestering	
Sodium Hexametaphosphate	Corrosion Control	28mg/L
	Sequestering	
Sodium Polyphosphate	Corrosion Control	28mg/L
	Sequestering	
Sodium Polyphosphates Glassy	Corrosion Control	28mg/L
	Sequestering	

Facility : St. Louis, MO - Soper**Aluminum Sulfate[AL]**

Trade Designation	Product Function	Max Use
Aluminum Sulfate Liquid	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Dialuminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Liquid Alum	Coagulation & Flocculation	150mg/L
Polyaluminum Sulfate Solution	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride 38-42%	Coagulation & Flocculation	250mg/L
Ferric Chloride Liquid	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L
Iron (III) Chloride Solution	Coagulation & Flocculation	250mg/L
Iron Trichloride Solution	Coagulation & Flocculation	250mg/L

Ferric Sulfate

Trade Designation	Product Function	Max Use
Ferric Sulfate Solution	Coagulation & Flocculation	500mg/L
Iron (III) Sulfate Solution	Coagulation & Flocculation	500mg/L
Iron Persulfate Solution	Coagulation & Flocculation	500mg/L

Potassium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Potash 45%	pH Adjustment	100mg/L
Potassium Hydroxide	pH Adjustment	100mg/L

Sodium Hydroxide[1]

Trade Designation	Product Function	Max Use
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 30%	Corrosion & Scale Control	166mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide 10%	Corrosion & Scale Control	500mg/L
	pH Adjustment	
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Sodium Hydroxide 30%	Corrosion & Scale Control	166mg/L
	pH Adjustment	
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Permanganate[PO]

Trade Designation	Product Function	Max Use
Sodium Permanganate	Oxidant	176mg/L
Sodium Permanganate 15%	Oxidant	235mg/L
Sodium Permanganate 19%	Oxidant	185mg/L
Sodium Permanganate 20%	Oxidant	176mg/L
Sodium Permanganate 40%	Oxidant	88mg/L
Sodium Permanganate Solution	Oxidant	176mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Sulfuric Acid

Trade Designation	Product Function	Max Use
Sulfuric Acid	Corrosion & Scale Control	50mg/L
	pH Adjustment	
Sulfuric Acid 66	Corrosion & Scale Control	50mg/L
	pH Adjustment	
Sulfuric Acid 66 Baumé	Corrosion & Scale Control	50mg/L
	pH Adjustment	
Sulfuric Acid 66Be	Corrosion & Scale Control	50mg/L
	pH Adjustment	
Sulfuric Acid 93%	Corrosion & Scale Control	50mg/L
	pH Adjustment	

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 595

Processing time was 1 seconds

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Brenntag Mid South Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
- A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
- B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Brenntag Mid South Inc (Employer) hereby designates and appoints Jenna Anderson (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:20942

Client Company ID Number:305365

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent PeopleFacts	
Name (Please Type or Print)	Title
Jenna Anderson	
Signature	Date
Electronically Signed	January 23, 2020
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:20942

Client Company ID Number:305365

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Brenntag Mid South Inc
Company Facility Address	1405 Highway 136 West Henderson, KY 42419
Company Alternate Address	
County or Parish	Henderson
Employer Identification Number	61-0504545
North American Industry Classification Systems Code	Chemical Manufacturing (325)
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	0

Company ID Number:20942

Client Company ID Number:305365

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number:20942

Client Company ID Number:305365

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Paula Cassidy
Phone Number	(270) 830-1345
Fax Number	
Email Address	pcassidy@brenntag.com

AGREEMENT (CONTRACT) BETWEEN OWNER AND SUPPLIER

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and Brenntag Mid-South, Inc., 250 Central Florida Parkway, Orlando, FL 32824-7601, a State of Kentucky Corporation, whose Federal I.D. number is 61-0504545, hereinafter designated as "SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **sodium hydroxide** for a period of one (1) year beginning October 1, 2025 through September 30, 2026 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2604C, CONTRACT FOR SUPPLYING SODIUM HYDROXIDE (CAUSTIC) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2604C
Contract for Supplying Sodium Hydroxide (Caustic)

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2025 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2026. This contract does not contain provisions for renewal beyond the initial term.
- 4.2 If SUPPLIER elects to cancel the Contract at any time during the Contract Term, SUPPLIER shall provide one hundred twenty (120) days advance written notice to OWNER.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. Delivered (\$/Dry Ton), as indicated in SUPPLIER's sealed Bid for the term of the contract.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within thirty (30) days of delivery of material and acceptance by OWNER.
- 6.3 SUPPLIER is responsible to ensure that they are invoicing based on the applicable Contract Unit Price. OWNER is only obligated to pay for chemical supplied, delivered, and acceptable based on applicable Contract Unit Pricing.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Invitation to Bid
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Bid Proposal including Qualification Requirements
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney
 - 8.1(l) Notice to Proceed
 - 8.1(m) Technical Specifications bearing the title: Contract for Supplying Sodium Hydroxide (Caustic) (W2604C)
 - 8.1(n) Any Addenda issued to the Bid Documents
 - 8.1(o) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.4(b) If a Supplier does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.4(c) A Supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.4(d) **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 9.5(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all Suppliers, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 9.5(b) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 9.5(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 9.5(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 9.5(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
 - (ii) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Supplier shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.6(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.6(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.6(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- 9.7(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a SUPPLIER that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- 9.7(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Brenntag Mid-South, Inc.
250 Central Florida Parkway
Orlando, FL 32824-7601

Sara Terry, Municipal Contract Specialist

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Contract for Supplying Corrosion Inhibitor (W2604D)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 71-25: Approving a contract to Carus LLC for Supplying Corrosion Inhibitor (W2604D) for an amount of \$0.81 per pound.

EXECUTIVE SUMMARY

Resolution No. 71-25 provides for the award of a contract to Carus LLC to supply Corrosion Inhibitor (W2604D) to Jupiter's Water Utility for Fiscal Year (FY) 2026, at a unit cost of \$0.81 per pound.

Corrosion Inhibitor is a necessary chemical used by Jupiter's water treatment plant to produce and deliver drinking water that meets all regulatory requirements.

A contract for Supplying Corrosion Inhibitor (W2604D) was publicly advertised for competitive bids on May 11, 2025, in accordance with the Town's purchasing policy. On June 10, 2025, four bids were received and opened publicly, ranging from \$0.81 to \$1.37 per pound. The lowest bid was submitted by Carus LLC. Carus' bid unit price is 3.6% lower than the second-lowest bid and nearly 41% lower than the highest bid received. A detailed bid tabulation is provided as Attachment 2. Carus' bid unit price for corrosion inhibitor is nearly 11% lower than the current unit price of \$1.11 per pound. A table of historical chemical unit pricing is provided in Attachment 3.

Carus' bid was reviewed and found to be responsive to the bid requirements. Carus has supplied the Town's Water Utility with water treatment chemicals in past years and is the current supplier of corrosion inhibitor to the Town's water treatment plant. In past years, Carus has provided the Town with acceptable service and products, fulfilling their contractual obligations.

Funding for the contract is proposed in the FY2026 Water Utility Operating budget. Based on an estimated annual quantity of 117,760 pounds of corrosion inhibitor and Carus' bid unit price of \$0.81 per pound, the annual estimated value of this contract is \$95,385.60.

The term of this contract is one year, from October 1, 2025, to September 30, 2026, and the contract does not contain provisions for annual renewal. Purchases made under the Contract will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

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

ANALYSIS

Carus LLC's bid, submitted on June 10, 2025, for Supplying Corrosion Inhibitor (W2604D) to the Town of Jupiter's Water Treatment Plant for FY2026 (October 1, 2025-September 30, 2026), concluded that their bid is responsive to the bid requirements and suitable for award. Carus LLC's bid in the amount of \$0.81 per pound was the lowest bid received. Carus has supplied chemicals to the Town's water treatment plant in the past and is the Town's current supplier of corrosion inhibitor. Based on the water plant's estimated corrosion inhibitor demand projected as 117,760 pounds for FY2026, and Carus' bid unit price of \$0.81, the estimated annual cost for corrosion inhibitor in FY2026 is expected to be \$95,385.60 and sufficient funds are proposed in the FY2026 Water Enterprise Operating Budget. The Effective Date of the Contract will be October 1, 2025 and expenditures thereafter are subject to the anticipated approval of the FY2026 Operating Budget.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 71-25
2. Bid Tabulation for Corrosion Inhibitor (W2604D)
3. Table of Historical Chemical Unit Pricing
4. Carus LLC Bid Proposal (W2604D)
5. Carus LLC Draft Contract Agreement for W2604D

FUNDING SOURCE

Proposed in FY26 Operating Budget	\$98,248	Sources: Proposed in FY2026 Water Enterprise Operating Budget
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For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 71-25**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING CORROSION INHIBITOR TO THE WATER TREATMENT PLANT**

WHEREAS, the Town of Jupiter Utility currently owns, operates and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 10, 2025, for supplying corrosion inhibitor was submitted by Carus LLC in an amount of \$0.81 per pound, estimated to be \$95,385.60 annually, based on an estimated corrosion inhibitor demand of 117,760 pounds per year; and

WHEREAS, the bid for supplying corrosion inhibitor submitted by Carus LLC is responsive to the bid requirements and suitable for award for the one-year contract term, beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2026 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

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

Section 1. The contract between the Town of Jupiter and Carus LLC for supplying corrosion inhibitor to the Town's Water Utility, is hereby accepted.

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

Section 3. Upon the acceptance and execution of the contract, Carus LLC shall be responsible for carrying out all responsibilities which have been established therein.

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

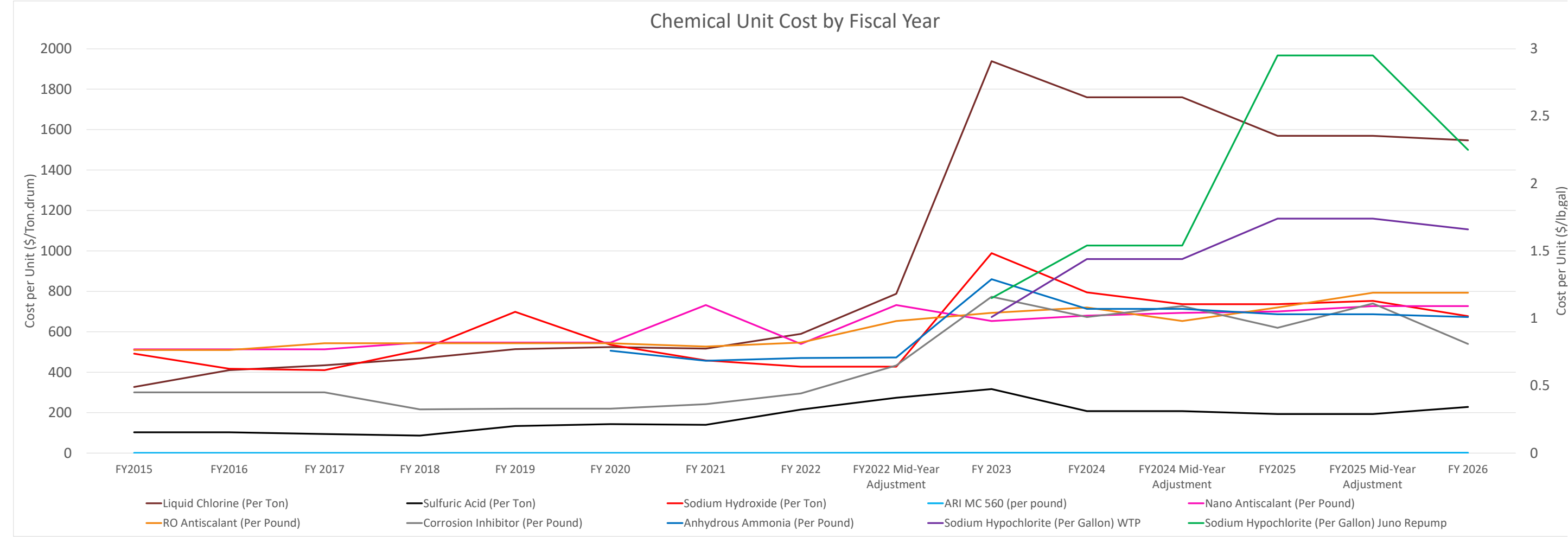
7/15/2025



Town of Jupiter Utilities
Contract for Supplying Corrosion Inhibitor (W2604D)
June 10, 2025 2:12PM Bid Opening

SUPPLIER				CARUS LLC		HAWKINS INC		SHANNON CHEMICAL CORPORATION		AMAYA SOLUTIONS INC. (DBA AMERICAN WATER CHEMICALS)	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS											
1	Corrosion Inhibitor Unit Price (F.O.B.)	117,760	lbs	\$0.61	\$71,833.60	\$0.84	\$98,918.40	\$0.92	\$108,339.20	\$1.37	\$161,331.20
2	Freight (F.O.B.)	117,760	lbs	\$0.20	\$23,552.00	\$0.00	\$0.00	\$0.15	\$17,664.00	\$0.00	\$0.00
Total Bid Unit Price F.O.B. (\$/lb): (Item Nos. 1-2) =				\$0.81		\$0.84		\$1.07		\$1.37	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$95,385.60		\$98,918.40		\$126,003.20		\$161,331.20	

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	Variance FY2025 to FY2026 Bids	FY25 to FY26 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	(\$22.30)	-1.42%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$35.20	18.24%
Sodium Hydroxide (Per Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	(\$59.20)	-7.86%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	(\$0.12)	-10.81%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$0.11	9.24%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.09	\$0.04	3.67%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	(\$0.02)	-1.94%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	(\$0.08)	-4.60%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	(\$0.70)	-23.73%
ARI MC 560 (per pound)	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.51	\$1.58	\$1.81	\$0.30	18.99%



BID PROPOSAL**Bidding Company Name:** Carus LLC

Town of Jupiter Utilities
 210 Military Trail
 Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or more of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor, anhydrous ammonia, and sodium hypochlorite (bleach) with firm fixed pricing in accordance with the bid/contract documents, for a period of one (1) year beginning October 1, 2025 through September 30, 2026. Each chemical shall be supplied under separate and individual contracts.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract may be less than or exceed the estimated quantities below. Owner will only pay for actual quantities supplied and found to be acceptable, in Owner's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the sealed Bids shall be firm and guaranteed for the contract term.

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Bid Schedule of Values.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING CORROSION INHIBITOR (W2604D)

SUPPLIER NAME: Carus LLC

Contract Term, 1-year (October 1, 2025 – September 30, 2026)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					
1	Corrosion Inhibitor Unit Price (F.O.B.)	117,760	lbs	\$ <u>0.61/lb.</u>	\$ <u>71,833.60</u>
2	Freight (F.O.B.)	117,760	lbs	\$ <u>0.20</u>	\$ <u>23,552.00</u>
Total Bid Unit Price F.O.B. (\$/lb): (Item Nos. 1-2) =				\$ <u>\$0.81/lb.</u>	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =					\$ <u>95,385.60</u>

Total Bid Unit Price F.O.B., \$/lb (Item Nos. 1-2) in Words: Eighty-one cents

Total Estimated Annual Chemical Cost (F.O.B.) based on 117,760 pounds in Words: Ninety-five thousand three hundred and eighty-five dollars and sixty cents.

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QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 30+

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

No

3. State the location of the office from which this contract will be managed.

Peru, IL 61354

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Melissa Trilikis

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

N/A

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QUALIFICATION REQUIREMENTS (CONTINUED)

6. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical Supplier and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For the chemical Supplier, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in).

7. Bidder shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five (5) years that were terminated in advance on the completion date as a result of the Bidder's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

CONTRACT NAME: N/A

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/A

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: N/A

OWNER CONTACT NAME AND PHONE NUMBER: _____

NAME OF CHEMICAL SUPPLIED: _____

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: _____

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: _____

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: N/A

OWNER CONTACT NAME AND PHONE NUMBER: _____

NAME OF CHEMICAL SUPPLIED: _____

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: _____

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: _____

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: N/A

OWNER CONTACT NAME AND PHONE NUMBER: _____

NAME OF CHEMICAL SUPPLIED: _____

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: _____

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: _____

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: N/A

OWNER CONTACT NAME AND PHONE NUMBER: _____

NAME OF CHEMICAL SUPPLIED: _____

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: _____

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: _____

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF CONTRACT: N/A

OWNER CONTACT NAME AND PHONE NUMBER: _____

NAME OF CHEMICAL SUPPLIED: _____

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: _____

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: _____

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

ADDITIONAL INFORMATION: _____

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PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2025 and continues for one year, ending September 30, 2026. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2025 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 0 (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a Contract/Purchase Order number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.) delivered, based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the Supplier will be based on bid/contract unit pricing F.O.B. delivered (per pound) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to Owner, found to be acceptable and received in place for use by the Owner. Supplier understands Unit Prices submitted with their bid shall remain firm and in effect for the duration of the contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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PROPOSAL (CONTINUED)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE June 5, 2025

FIRM NAME Carus LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 36-0877400

(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL *Barbie Smith*

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Barbie Smith/Inside Sales Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL bids@carusllc.com

BUSINESS ADDRESS 315 Fifth Street, Peru, IL 61354

BUSINESS TELEPHONE 800-435-6856

STATE OF INCORPORATION Delaware

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Carus LLC - 315 Fifth Street, Peru, IL 61354

Condy Holdings LLC - 315 Fifth Street, Peru, IL 61354

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Melissa Trilikis/Inside Sales Bid Analyst

melissa.trilikis@carusllc.com / 815-224-6564

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 5th day of June, 2025 by Barbie Smith of Carus LLC, who [☒] is personally known to me or [☐] has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]



Melissa Santiago Trilikis
NOTARY PUBLIC
Melissa S Trilikis

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Carus LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Carus LLC's [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Barbie Smith

Print Name: Barbie Smith

Date: June 5, 2025

ILLINOIS
STATE OF ~~FLORIDA~~

COUNTY OF LA SALLE

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this June 5, 2025 (date) by Barbie Smith/Inside Sales Manager (name of officer or agent, title of officer or agent) of Carus LLC (name of contractor company acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Melissa Santiago Trilikis
Name typed, printed or stamped
Melissa S Trilikis

My Commission Expires:

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she 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:



Company ID Number: 1215852

Client Company ID Number: 2471546

Approved by:

Employer	
Carus LLC	
Name (Please Type or Print) Morgan Strow	Title
Signature Electronically Signed	Date 06-25-2024
E-Verify Employer Agent	
ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date 06-25-2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06-25-2024



Company ID Number: 1215852

Client Company ID Number: 2471546

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Carus LLC
Company Facility Address	315 5th St Peru, IL 61354
Company Alternate Address	
County or Parish	LA SALLE
Employer Identification Number	360877400
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	3 site(s)



Company ID Number: 1215852

Client Company ID Number: 2471546

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IL	2
NC	1



Company ID Number: 1215852

Client Company ID Number: 2471546

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Morgan Strow
Phone Number	8473231236
Fax	
Email	morgan.strow@carusllc.com



Company ID Number: 1215852



Client Company ID Number: 2471546

This list represents the first 20 Program Administrators listed for this company.

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Barbie Smith
[print individual's name and title]

for Carus LLC
[print name of entity submitting sworn statement]

whose business address is 315 Fifth Street, Peru, IL 61354

and (if applicable) its Federal Employer Identification Number (FEIN) is:
36-0877400

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Barbie Smith

[signature] Barbie Smith

Sworn to and subscribed before me this 5th day of June, 2025

Personally known to me

OR Produced identification _____ Notary Public – State of Illinois

My commission expires September 25, 2027

(Printed typed or stamped commissioned name notary public)

Melissa S Trilikis

Town of Jupiter Utilities
Contract for Supplying Corrosion Inhibitor (W2604D)





Carus LLC
315 5th Street
Peru, IL 61354

June 5, 2025

At Carus LLC we manufacture quality products to help our customers solve environmental concerns. Our vision reflects a long-term commitment to serve our customers. Carus supports Responsible Care®, an initiative that fosters involvement in the community and continuous improvement in environmental, health, security, and safety performance.

Carus LLC has two state of the art manufacturing facilities, one located in La Salle, IL and one in Belmont, NC. Both facilities use RO water, and all tanks and equipment are dedicated to producing only NSF certified products.

Our raw materials are tested to NSF standards and all finished products are NSF certified.

Carus LLC owns and operates a dedicated fleet of food grade tankers that are solely used to transport Carus NSF certified products. This dedicated fleet ensures that product is not contaminated by other products or compromises while in route to our customers.

Sincerely,

Barbie Smith
Inside Sales Manager
800-435-6856
bids@carusllc.com



Carus LLC
315 5th Street
Peru, IL 61354

June 5, 2025

Carus LLC certifies that AQUA MAG® 9600 has a minimum shelf life of four months and will be supplied with a manufactured date of less than six months prior to shipment.

The stability of AQUA MAG® 9600 will not affect compliance with the product specifications if it is stored in polyethylene tanks for four months.

Carus LLC guarantees to provide technical on-site assistance within 24 hours of notification of such need.

A handwritten signature in blue ink, reading 'Barbie Smith', written over a horizontal line.

Barbie Smith
Inside Sales Manager
800-435-6856
bids@carusllc.com



Carus LLC
315 5th Street
Peru, IL 61354

June 5, 2025

Carus LLC is a privately held company and does not disclose financial information. However, information can be provided upon request in the event Carus is considered for the award.

Sincerely,

A handwritten signature in blue ink that reads 'Barbie Smith'.

Barbie Smith
Inside Sales Manager
800-435-6856
bids@carusllc.com



I, Amy Berggren, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of CondY Holdings LLC, a Delaware LLC, and as such have custody of the corporate records and seal.

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Managers of CondY Holdings LLC effective 30 September 2021 and are still in full force and effect as of the date below pertaining to persons authorized to act for CondY Holdings LLC and its member companies, including Carus LLC.

WHEREAS, the Board desires to grant to certain Company officers and managers specific spending authority necessary to the day-to-day performance of their respective functions; and

IT IS RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer and manager spending authorizations included in the "CONDY HOLDINGS LLC AUTHORIZATION LEVELS – 30 September 2021," attached hereto as Exhibit 1.

In witness whereof I have hereunto set my hand as Assistant Secretary of CondY Holdings LLC on this 5th day of June 2025.

Amy Berggren
Asst. Secretary



EXHIBIT 1

CONDY HOLDINGS LLC
AUTHORIZATION LEVELS – 30 September 2021 ***

<u>TITLE</u>	<u>REVENUE CONTRACTS**</u>
Chairman	\$5,000,000
Chief Executive Officer & President *	\$5,000,000
Senior Vice President	\$3,000,000
Vice President, CFO *	\$3,000,000
Vice President, Operations	-
Vice Pres., Sec. & General Counsel	-
VP, Human Resources	-
VP, Commercial	\$1,500,000
VP, Mergers & Acquisitions & Product Management	-
VP, Finance	-
Director, Global Strategic Sourcing	-
Supply Chain Director	-
M.B. Carus Fellow, Technology Project Manager	-
LaSalle Plant Manager	-
Bus. Director, Manganese Specialties	-
IT Director	-
Director of Sales	\$1,000,000
Product Management Director	\$500,000
Product Marketing Manager	\$500,000
Director of EHSS	-
Inside Sales Manager	\$200,000

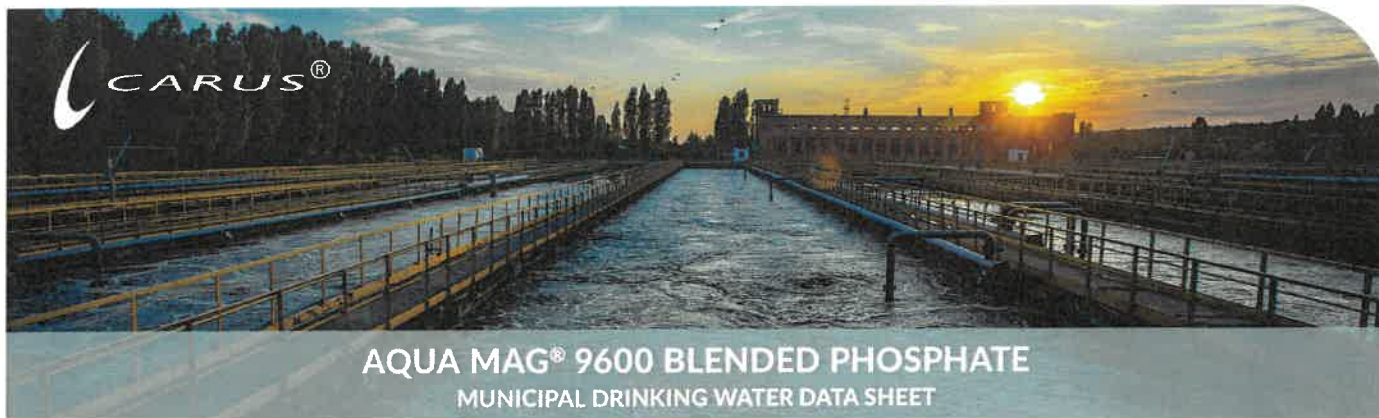
NOTES:

***ANY COMMITMENT FOR THE PURCHASE OR LEASE OF GOODS OR SERVICES IN EXCESS OF A 12-MONTH PERIOD MUST BE APPROVED BY THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

****ANY CONTRACT OR BID THAT IS EFFECTIVE FOR LONGER THAN ONE YEAR, REGARDLESS OF REVENUE VOLUME, REQUIRES THE SIGNATURE OF THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

ANY CONTRACT OR BID THAT IS EFFECTIVE FOR MORE THAN ONE YEAR IS SUBJECT TO AN ANNUAL PRICE REVIEW, REGARDLESS OF ESCALATION CLAUSES.

*****THE APPROVALS AUTHORIZED HEREIN SHALL APPLY WITH EQUAL EFFECT TO ALL AFFILIATE COMPANIES OF CONDY HOLDINGS LLC (i.e., **CARUS LLC**, ALLIANCE TRANSPORT LLC, CARUS EFTB, CARUS CHEMICAL COMPANY, CARUS EUROPE SOCIEDAD LIMITADA, CARUS BVI, LTD.).**



AQUA MAG® 9600 blended phosphate is a premier corrosion inhibitor and sequesterant for use in potable and industrial water systems. The product is a liquid concentrate of exceptional purity, clarity, and stability utilizing a broad spectrum of phosphates for better sequestering and corrosion control.

BENEFITS OF AQUA MAG 9600

- Decreases iron tuberculation to extend the life of the distribution system
- Inhibits lead and copper leaching resulting in lower lead and copper levels in the delivered potable water
- Minimizes the occurrence of microbial-influenced corrosion providing longer life system
- Controls iron and manganese, minimizing rusty and dirty water in the system
- Reduces discoloration, staining, and mineral build-up resulting in fewer customer complaints
- Diminishes calcium scale deposits typically seen in hot water lines and heaters
- Saves money by reducing corrosion and scale; lowering chlorine demand and decreasing hydrant flushing, leaks, and failures

HANDLING AND STORAGE

AQUA MAG 9600 blended phosphate should be handled with care. Wear proper protective equipment including goggles, face shield, apron, respirator and proper gloves when handling this product.

AQUA MAG 9600 blended phosphate has a shelf-life of 6 months to 1 year when stored and handled properly. Protect containers from physical damage. Store in a cool, dry, temperature controlled area in closed containers set off the floor. Store inside a heated building and off the floor for best storage conditions at your facility. Exposure to temperatures < 38°F (3°C) may cause the product to increase in viscosity. It may become cloudy and/or freeze. In case of accidental release: contain spill by collecting the liquid in a pit or holding behind a dam (sand or soil). Absorb with inert media and dispose of properly. Disposal of all materials shall be in full and strict compliance with federal, state, and local regulations. Consult the safety data sheet (SDS) for additional safety information.

PROPERTIES AND CERTIFICATIONS

Description:	Clear homogeneous liquid
Specific Gravity:	1.36–1.42
pH (1% w:w):	5.7–6.7
NSF Maximum Feed Rate:	30 mg/L
NSF/ANSI Standard:	60
Shelf Life:	6 months to 1 Year
Kosher Approved	



COMPATIBILITY INFORMATION

AQUA MAG 9600 blended phosphate can be stored in high-medium density polyethylene, cross-linked polyethylene, fiberglass reinforced plastic, 316 stainless steel, and glass lined/epoxy lined steel tanks. Piping materials may include schedule 80 PVC/CPVC piping, clear PVC, and white polyethylene tubing. Pump materials may include ceramic, Teflon™, Viton™, Hypalon, and PVC liquid end pump materials.



SHIPPING

AQUA MAG 9600 blended phosphate is not regulated by US DOT, Canada TDG, UN, IMDG, IATA regulations.

SHIPPING CONTAINERS

30 gallon (348 lb) Drum

Made of high density polyethylene (HDPE).

Weighs 12.2 lbs. (5.5 kg).

The net weight is 348 lbs. (157.9 kg).

55 gallon (638 lb) Drum

Made of high density polyethylene (HDPE).

Weighs 20.5 lbs. (9.21 kg).

The net weight is 638 lbs. (289.4 kg).

275 gallon (3190 lb) IBC (Intermediate Bulk Container)

The IBC has a 2 inch (5.08 cm) butterfly valve with NPT threads in bottom sump. Weighs 123.2 lbs. (55.9 kg).

The net weight is 3190 lbs. (1447 kg).

Bulk Quantities up to 3500 gallons are available.

Other containers may be available.

Contact Carus at 800-435-6856 for details.

CARUS VALUE ADDED

LABORATORY SUPPORT

Carus has technical assistance available to answer questions, evaluate treatment alternatives, and perform laboratory testing. Our laboratory capabilities include consulting, treatability studies, feasibility studies, and analytical services.

FIELD SERVICES

As an integral part of our technical support, Carus provides extensive on-site treatment assistance. We offer full application services including technical expertise, supervision, testing, and feed equipment design and installation to accomplish a successful evaluation and/or application.

CARUS

During its more than 100-year history, Carus' ongoing emphasis on research and development, technical support, and customer service has enabled the company to become the world leader in permanganate, manganese, oxidation, and base-metal catalyst technologies.



Carus Headquarters USA

315 Fifth Street | Peru, IL 61354 | Tel +1-815-223-1500 | 1-800-435-6856 | Fax +1-815-224-6697
www.carusllc.com | salesmkt@carusllc.com

Carus Europe

Calle Rosal 4. 1-B | Oviedo, Spain 33009 | Tel +34.985.785.513 | Fax +34.985.785.510

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change; and the conditions of handling, use or misuse of the product are beyond our control. Carus makes no warranty, either expressed or implied, including any warranties of merchantability and fitness for a particular purpose. Carus also disclaims all liability for reliance on the completeness or confirming accuracy of any information included herein. Users should satisfy themselves that they are aware of all current data relevant to their particular use(s).

Carus and Design is a registered service mark of Carus. AQUA MAG® is a registered trademark of Carus. Responsible Care® is a registered service mark of the American Chemistry Council.



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Rev. 5/2023



SAFETY DATA SHEET

1. Identification

Product identifier AQUA MAG® 9600 Blended Phosphate

Other means of identification
SDS number -

Recommended use AQUA MAG® 9600 blended phosphate is the premier corrosion inhibitor and sequesterant for use in potable and industrial water systems.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Company name CARUS CORPORATION

Address 315 Fifth Street,
Peru, IL 61354, USA

Telephone +1 815 223-1500 - All other non-emergency inquiries about the product should be directed to the company

E-mail salesmkt@caruscorporation.com

Website www.caruscorporation.com

Contact person Dr. Chithambarathanu Pillai

Emergency Telephone For Hazardous Materials [or Dangerous Goods] Incidents ONLY
(spill, leak, fire, exposure or accident), call CHEMTREC at
CHEMTREC®, USA: 001 (800) 424-9300
CHEMTREC®, Mexico (Toll-Free - must be dialed from within country):
01-800-681-9531
CHEMTREC®, Other countries: 001 (703) 527-3887

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) Not classified.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Diphosphoric acid, tetrapotassium salt	7320-34-5	3 - 7

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.
5. Fire-fighting measures	
Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Prevent further leakage or spillage if safe to do so.
7. Handling and storage	
Precautions for safe handling	Avoid inhalation and contact with skin and eyes. Wear appropriate personal protective equipment (See Section 8). Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in cool, dry place. Store away from incompatible materials.
8. Exposure controls/personal protection	
Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	General ventilation normally adequate.
Individual protection measures, such as personal protective equipment	
Eye/face protection	If contact is likely, safety glasses with side shields are recommended.
Skin protection	
Hand protection	For prolonged or repeated skin contact use suitable protective gloves.
Other	Wear suitable protective clothing.
Respiratory protection	In case of inadequate ventilation or risk of inhalation of vapors, use suitable respiratory equipment.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	Colorless.
Odor	None.
Odor threshold	Not available.
pH	6.2 ±0.5 (1 % aqueous solution)
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.39 ±0.03 (77 °F (25 °C))
Solubility(ies)	
Solubility (water)	Completely soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization will not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents. Strong acids. Strong bases.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	In high concentrations, vapors may be irritating to the respiratory system.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	May cause eye irritation on direct contact.
Ingestion	May cause discomfort if swallowed.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	May cause discomfort if swallowed.	
Components	Species	Test Results
Diphosphoric acid, tetrapotassium salt (CAS 7320-34-5)		
Acute		
Dermal		
LD50	Rabbit	> 4640 mg/kg
Skin corrosion/irritation	Prolonged contact may cause dryness of the skin.	
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.	
Respiratory or skin sensitization		
Respiratory sensitization	No data available.	
Skin sensitization	Not a skin sensitizer.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	No data available.	
Specific target organ toxicity - single exposure	No data available.	
Specific target organ toxicity - repeated exposure	No data available.	
Aspiration hazard	Not classified.	
12. Ecological information		
Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.	
Persistence and degradability	The product is not expected to be readily biodegradable.	
Bioaccumulative potential	No data available for this product.	
Mobility in soil	Not available.	
Other adverse effects	Not available.	
13. Disposal considerations		
Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.	
Local disposal regulations	Dispose in accordance with all applicable regulations.	
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.	
Waste from residues / unused products	Dispose of in accordance with local regulations.	
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal.	
14. Transport information		
DOT		
Not regulated as dangerous goods.		
IATA		
Not regulated as dangerous goods.		
IMDG		
Not regulated as dangerous goods.		
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.	
15. Regulatory information		
US federal regulations	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. Massachusetts RTK - Substance List**

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 01-December-2014
Revision date -
Version # 01
NFPA ratings



Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.

AQUA MAG® is a registered trademark of Carus Corporation.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, June 4, 2025** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=carus&TradeName=9600&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Carus LLC

315 Fifth Street

P.O. Box 599

Peru, IL 61354-0599

United States

800-435-6856

815-223-1500

Facility : # 1 La Salle, IL

Blended Phosphates

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AQUA MAG® 9600	Corrosion & Scale Control	30mg/L

[P0] The finished drinking water shall be monitored to ensure that levels of manganese

do not exceed 0.05 mg/L.

Facility : # 4 USA

Blended Phosphates**Trade Designation**

AQUA MAG® 9600

Product Function

Corrosion & Scale Control

Max Use

30mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 0 seconds



CERTIFICATE OF ANALYSIS

Product: AQUA MAG® 9600

Lot Number: 17767 T

Date of Manufacture: 30-May-2025

Parameter	Result	Units	Min	Max
Orthophosphate	23.9	%	22.1	24.1
Specific Gravity at @ 20°C	1.40		1.36	1.42
pH (1% Solution)	6.0		5.7	6.7

Parameter	Typical	Units	Min	Max
Total Phosphate	33.4	%	31.0	35.0

Analyst: R. Glenn



RESPONSIBLE CARE™
Driving Safety & Sustainability

Carus
315 5th Street
Peru, IL 61354
www.CarusLLC.com

By: Lori Setchell

Lori Setchell
Quality Control Manager
815-224-6842

State of Florida

Department of State

I certify from the records of this office that CARUS LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 26, 2019.

The document number of this limited liability company is M19000007237.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on February 7, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of April,
2020*



Randy Bue
Secretary of State

Tracking Number: 4355538379CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Carus LLC 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: Granite State Insurance Company 23809 INSURER C: Everest Indemnity Insurance Company 10851 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570109257875 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GL4611644	07/01/2024	07/01/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 7742278	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION			EF4XS00128241	07/01/2024	07/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC013545870 (AOS) WC014590635 (IL)	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract for Supplying Corrosion Inhibitor (W2405D). Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies, where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter Utilities Attn: Amanda Barnes 17403 Central Boulevard Jupiter FL 33458 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)

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Holder Identifier:

Certificate No.: 570109257875



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/02/2024

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PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Carus LLC 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B: Granite State Insurance Company</td><td>23809</td></tr><tr><td>INSURER C: Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: Granite State Insurance Company	23809	INSURER C: Everest Indemnity Insurance Company	10851	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570107063844 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL4611644	07/01/2024	07/01/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
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Certificate No : 570107063844

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Carus LLC PO Box 599 315 Fifth Street Peru IL 61354-2859 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CARUS LLC REFERENCES

City of Deerfield Beach

290 Goolsby Blvd.
Deerfield Beach, FL 33442
Contact: Joshua Niemann
Phone: 954-480-4369

City of West Palm Beach

1009 Banyan Blvd.
West Palm Beach, FL 33401
Contact: Sandra Feliciano
Phone: 561-822-2290

Braintree Water & Sewer Department

300 King Hill Road
Braintree, MA 02184
Contact: Brian Doran
Phone: 781-843-9205

City of Boca Raton

1301 Glades Road
Boca Raton, FL 33431
Contact: Rick Chamness
Phone: 561-338-8323

City of Grand Rapids

17350 Lake Michigan Dr.
West Olive, MI 49460
Contact: Chad Reenders
Phone: 616-456-3928

AGREEMENT (CONTRACT) BETWEEN OWNER AND SUPPLIER

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and Carus LLC, 315 Fifth Street, Peru, IL 61354, a State of Delaware Corporation, whose Federal I.D. number is 36-0877400, hereinafter designated as "SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **corrosion inhibitor** for a period of one (1) year beginning October 1, 2025 through September 30, 2026 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2604D, CONTRACT FOR SUPPLYING CORROSION INHIBITOR FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2604D
Contract for Supplying Corrosion Inhibitor

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2025 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2026. This contract does not contain provisions for renewal beyond the initial term.
- 4.2 If SUPPLIER elects to cancel the Contract at any time during the Contract Term, SUPPLIER shall provide one hundred twenty (120) days advance written notice to OWNER.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. Delivered (\$/lb), as indicated in SUPPLIER's sealed Bid for the term of the contract.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within thirty (30) days of delivery of material and acceptance by OWNER.
- 6.3 SUPPLIER is responsible to ensure that they are invoicing based on the applicable Contract Unit Price. OWNER is only obligated to pay for chemical supplied, delivered, and acceptable based on applicable Contract Unit Pricing.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Invitation to Bid
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Bid Proposal including Qualification Requirements
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney
 - 8.1(l) Notice to Proceed
 - 8.1(m) Technical Specifications bearing the title: Contract for Supplying Corrosion Inhibitor (W2604D)
 - 8.1(n) Any Addenda issued to the Bid Documents
 - 8.1(o) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.4(b) If a Supplier does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.4(c) A Supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.4(d) **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 9.5(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all Suppliers, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 9.5(b) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 9.5(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 9.5(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 9.5(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
 - (ii) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Supplier shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.6(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.6(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.6(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- 9.7(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a SUPPLIER that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- 9.7(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Carus LLC
315 Fifth Street
Peru, IL 61354

Barbie Smith, Inside Sales Manager

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Contract for Supplying Anhydrous Ammonia (W2604G)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 72-25: Approving a contract to Tanner Industries, Inc. for Supplying Anhydrous Ammonia (W2604G) for an amount of \$1.01 per pound.

EXECUTIVE SUMMARY

Resolution 72-25 provides for the award of a contract with Tanner Industries, Inc. (Tanner) to supply anhydrous ammonia (W2604G) to Jupiter's water treatment plant for Fiscal Year (FY) 2026, at a unit cost of \$1.01 per pound.

Disinfection of drinking water is required by regulations of the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Anhydrous ammonia is one of the disinfection products used by the Town's water treatment plant to comply with disinfection regulations.

A contract for Supplying Anhydrous Ammonia (W2604G) was publicly advertised for competitive bids on May 11, 2025, in accordance with the Town's purchasing policy. On June 10, 2025, two bids were received and opened publicly. Both bids received were for the same unit price of \$1.01 per pound. The detailed bid tabulation is provided as Attachment 2.

Both bidders have facilities located in Florida, and both bid proposals were reviewed by Town staff and found to be complete according to the bid requirements. Verification of references for similar contracts, submitted by both bidders with their bid proposals, was done by Town staff. The feedback the references for Tanner Industries references was evaluated by Town staff to be more favorable, and included reports of superior customer service, driver attentiveness to tank inspections, and timely response times to emergencies.

Tanner has supplied the Town's Water Utility with water treatment chemicals in past years, and is the Town's current supplier of anhydrous ammonia. In past years, Tanner has provided the Town with exceptional service and product, fulfilling their contractual obligations.

Tanner Industries' bid unit price for anhydrous ammonia is nearly 2% lower than the current contract unit price of \$1.03 per pound. A table of historical chemical costs is provided in Attachment 3.

Funding for the contract is proposed in the FY2026 Water Utility Operating budget. Based on an estimated annual quantity of 87,311 pounds of anhydrous ammonia and Tanner's bid unit price of \$1.01 per pound, the estimated annual value of this contract is \$88,184.11.

The term of the proposed contract is for one year, from October 1, 2025, through September 30, 2026, and the contract does not contain provisions for annual renewal. Purchases made

under the Contract will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

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

ANALYSIS

A review of Tanner Industries' bid submitted on June 10, 2025, for Supplying Anhydrous Ammonia (W2604G) to the Town of Jupiter's water treatment plant for FY2026 (October 1, 2025-September 30, 2026), concluded that their bid is responsive to the bid requirements and suitable for award. Tanner has supplied anhydrous ammonia to the Town's water treatment plant in the past and is the Town's current (FY2025) supplier of anhydrous ammonia. Based on the water plant's estimated anhydrous ammonia demand projected of 87,311 pounds for FY2026, and Tanner's bid unit price of \$1.01, the annual cost for anhydrous ammonia in FY2026 is estimated to be \$88,184.11, and sufficient funding is proposed in the FY2026 Water Enterprise Fund Operating Budget. The Effective Date of the Contract will be October 1, 2025 and expenditures thereafter are subject to the anticipated approval of the FY2026 Operating Budget.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 72-25
2. Bid Tabulation for Anhydrous Ammonia (W2604G)
3. Table of Historical Chemical Unit Pricing
4. Tanner Industries, Inc. Bid Proposal (W2604G)
5. Tanner Industries, Inc. Draft Contract Agreement for W2604G

FUNDING SOURCE

Proposed in FY26 Operating Budget	\$90,830	Sources: Proposed FY 2026 Water Enterprise Operating Budget
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For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 72-25**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING ANHYDROUS AMMONIA TO THE TOWN'S WATER TREATMENT PLANT**

WHEREAS, the Town of Jupiter Water Utility currently owns, operates, and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process to produce drinking water in compliance with all regulatory requirements; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the most responsive bid, in the Town's sole opinion, received by the Town on June 10, 2025, for supplying anhydrous ammonia was submitted by Tanner Industries, Inc. in an amount of \$1.01 per pound, estimated to be \$88,184.11 annually, based on an estimated ammonia demand of 87,311 pounds per year; and

WHEREAS, the bid for supplying anhydrous ammonia submitted by Tanner Industries, Inc. is responsive to the bid requirements and suitable for award of a one-year contract term, beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2026 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

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

Section 1. The contract between the Town of Jupiter and Tanner Industries, Inc. for supplying anhydrous ammonia (W2604G) to the Town's Water Utility, is hereby accepted.

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

Section 3. Upon the acceptance and execution of the contract, Tanner Industries, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

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

7/15/2025

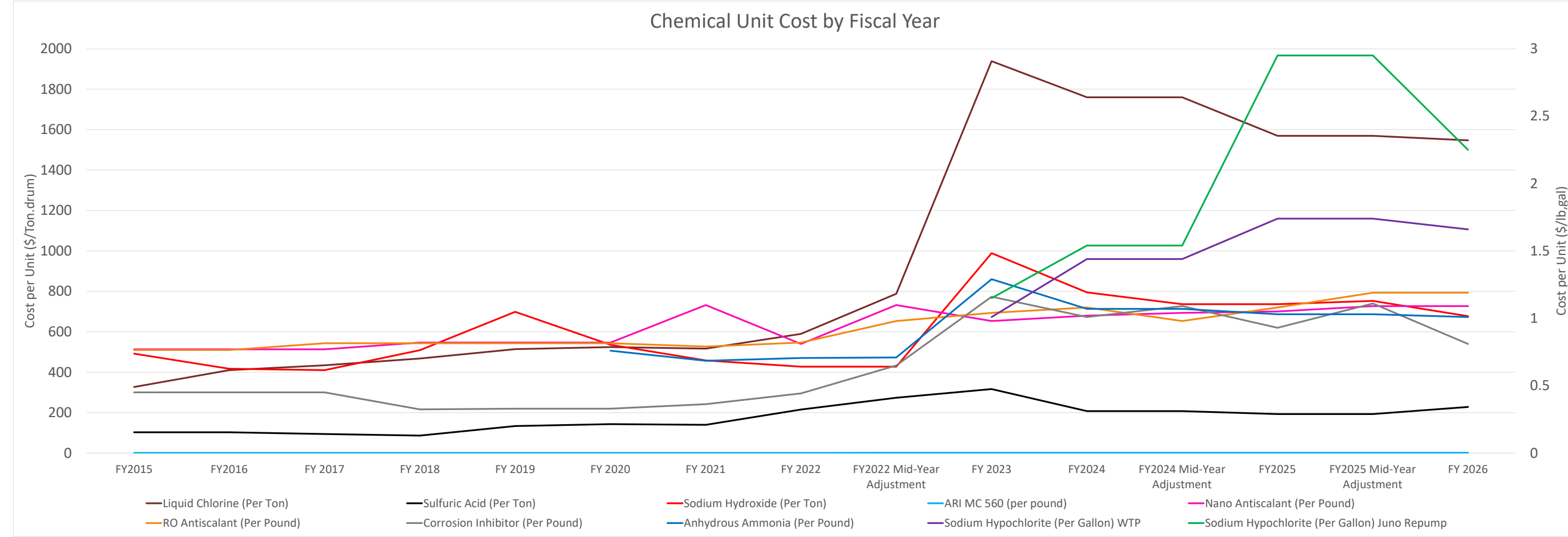


Town of Jupiter Utilities
Contract for Supplying Anhydrous Ammonia (W2604G)

June 10, 2025 2:16PM Bid Opening

SUPPLIER				AIRGAS SPECIALTY PRODUCTS, INC.		TANNER INDUSTRIES, INC.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Anhydrous Ammonia Unit Price (F.O.B.)	87,311	lbs	\$1.01	\$88,184.11	\$1.01	\$88,184.11
2	Freight (F.O.B.)	87,311	lbs	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid Unit Price F.O.B. (\$/lb): (Item Nos. 1-2) =				\$1.01		\$1.01	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$88,184.11		\$88,184.11	

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	Variance FY2025 to FY2026 Bids	FY25 to FY26 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	(\$22.30)	-1.42%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$35.20	18.24%
Sodium Hydroxide (Per Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	(\$59.20)	-7.86%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	(\$0.12)	-10.81%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$0.11	9.24%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.09	\$0.04	3.67%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	(\$0.02)	-1.94%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	(\$0.08)	-4.60%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	(\$0.70)	-23.73%
ARI MC 560 (per pound)	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.51	\$1.58	\$1.81	\$0.30	18.99%



BID PROPOSAL

Bidding Company Name: Tanner Industries, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or more of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor, anhydrous ammonia, and sodium hypochlorite (bleach) with firm fixed pricing in accordance with the bid/contract documents, for a period of one (1) year beginning October 1, 2025 through September 30, 2026. Each chemical shall be supplied under separate and individual contracts.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract may be less than or exceed the estimated quantities below. Owner will only pay for actual quantities supplied and found to be acceptable, in Owner's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the sealed Bids shall be firm and guaranteed for the contract term.

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Bid Schedule of Values.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING ANHYDROUS AMMONIA (W2604G)

SUPPLIER NAME: Tanner Industries, Inc.

Contract Term, 1-year (October 1, 2025 – September 30, 2026)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					
1	Anhydrous Ammonia Unit Price (F.O.B.)	87,311	lbs	\$ <u>1.01</u>	\$ <u>88,184.11</u>
2	Freight (F.O.B.)	87,311	lbs	\$ <u> </u>	\$ <u> </u>
Total Bid Unit Price F.O.B. (\$/lb): (Item Nos. 1-2) =				\$ <u>1.01</u>	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =					\$ <u>88,184.11</u>

Total Bid Unit Price F.O.B., \$/lb (Item Nos. 1-2) in Words: One dollar and one cent per pound

Total Estimated Annual Chemical Cost (F.O.B.) based on 87,311 pounds in Words: _____

Eighty-eight thousand, one hundred eighty-four dollars and eleven cents

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QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 60+

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

No

3. State the location of the office from which this contract will be managed.

Corporate Office - Southampton, PA

Local Plant - Apopka, FL

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Matt Tanner - Inside Sales

Rich Butt - Territory Manager

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

N/A (Self - Perform)

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PROCEED TO NEXT SECTION

QUALIFICATION REQUIREMENTS (CONTINUED)

6. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical Supplier and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For the chemical Supplier, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in).

7. Bidder shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five (5) years that were terminated in advance on the completion date as a result of the Bidder's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

CONTRACT NAME: _____

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Manatee County - Bradenton, FL

OWNER CONTACT NAME AND PHONE NUMBER: Mitchell Kersting 941-746-3020

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 125,000 #

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 2022 - Current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Ormond Beach - Ormond Beach, FL

OWNER CONTACT NAME AND PHONE NUMBER: Brad Bouman 386-676-3568

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 15,000 #

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 2020 - Current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: Lee County Utilities - Fort Myers, FL
OWNER CONTACT NAME AND PHONE NUMBER: Mike Frazzetto 239-823-3788
NAME OF CHEMICAL SUPPLIED: Ammonia
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 100,000 #
CONTRACT VALUE: _____
CONTRACT START AND COMPLETION DATES: 2019 - Current
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: City of Boca Raton - Boca Raton, FL
OWNER CONTACT NAME AND PHONE NUMBER: Rick Chamness 561-338-7323
NAME OF CHEMICAL SUPPLIED: Ammonia
ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 103,000 #
CONTRACT VALUE: _____
CONTRACT START AND COMPLETION DATES: 2021 - Current
WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF CONTRACT: City of Hollywood - Hollywood, FL

OWNER CONTACT NAME AND PHONE NUMBER: Luis Montoya 954-967-4230

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 42,000 #

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 2021 - Current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

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PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2025 and continues for one year, ending September 30, 2026. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2025 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a Contract/Purchase Order number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.) delivered in accordance with the Technical Specifications, based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the Supplier will be based on bid/contract unit pricing F.O.B. delivered (per pound) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to Owner, found to be acceptable and received in place for use by the Owner. Supplier understands Unit Prices submitted with their bid shall remain firm and in effect for the duration of the contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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PROCEED TO NEXT SECTION

PROPOSAL (CONTINUED)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE June 5, 2025

FIRM NAME Tanner Industries, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 23-2050034
(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL [Signature]

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Matt Tanner / Sales Administrator

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL sales@tannerind.com

BUSINESS ADDRESS 735 Davisville Road, Southampton, PA 18966

BUSINESS TELEPHONE (215) 322-1238

STATE OF INCORPORATION Pennsylvania

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Stephen B. Tanner - 735 Davisville Rd, Southampton, PA 18966

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Matt Tanner, Sales Administrator, sales@tannerind.com

(215) 322-1238

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 22nd day of May, 2025 by MATT TANNER of TANNER INDUSTRIES, INC., who ☒ is personally known to me or ☐ has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]

Commonwealth of Pennsylvania - Notary Seal
Samantha Tanner, Notary Public
Bucks County
My commission expires July 19, 2027
Commission number 1349030
Member, Pennsylvania Association of Notaries

[Signature]

NOTARY PUBLIC

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Tanner Industries, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tanner Industries, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Matt Tanner

Date: 5/22/25

Pennsylvania
STATE OF ~~FLORIDA~~
COUNTY OF Bucks

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 5/22/25 (date) by Matt Tanner (name of officer or agent, title of officer or agent) of Tanner Industries, Inc (name of contractor company acknowledging), a Pennsylvania (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]



Notary Public

Samantha Tanner

Name typed, printed or stamped

Commonwealth of Pennsylvania - Notary Seal
Samantha Tanner, Notary Public
Bucks County
My commission expires July 19, 2027
Commission number 1349030
Member, Pennsylvania Association of Notaries

My Commission Expires: July 19, 2027

My Company Account

My Company Profile

Company Information

Company Name

Tanner Industries, Inc.

Doing Business As (DBA) Name

Company ID

838173

Enrollment Date

Dec 18, 2014

Employer Identification Number (EIN)

232050034

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

424

Sector

Wholesale Trade

Subsector

Merchant Wholesalers, Nondurable Goods

Edit Company Information

Employer Category

Employer Category

N/A

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she 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:

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]
by Matt Tanner / Sales Administrator
[print individual's name and title]
for Tanner Industries, Inc.
[print name of entity submitting sworn statement]
whose business address is 735 Davisville Rd, Southampton, PA 18966

and (if applicable) its Federal Employer Identification Number (FEIN) is:
23-2050034
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 22nd day of MAY, 2025

Personally known ☒

OR Produced identification N/A Notary Public – State of Pennsylvania

My commission expires July 19, 2027

Samantha Tanner Samantha Tanner

(Printed typed or stamped commissioned name notary public)



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

June 3, 2025

Town of Jupiter
Jupiter, FL
ITB: W2604G

Dear Sir:

This is to certify that Matthew Tanner has the corporate authority to enter into agreements/contracts for Tanner Industries, Inc.

If there is a need for additional information, please call 1-800-643-6226

Sincerely,
Tanner Industries, Inc.

Eric Hindawi
Secretary Treasurer

Tanner Industries, Inc. Bid Exceptions:

18. INDEMNIFICATION AND INSURANCE

18.1 By placing a bid, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including reasonable attorney's fees) arising out of or incident to or in connection with the bidder's ~~responsibility to perform negligent performance~~ under this contract. This agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

18.2 SUPPLIER shall procure and maintain, through the term of the contract, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit A", and made a part of this Contract. The insurance limits and coverage conditions identified require first dollar coverage. The OWNER shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees ~~and subcontractors~~ of the SUPPLIER.

Exhibit A – Insurance Requirements

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

for all employees of the Proposer for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the Proposer ~~and all subcontractors~~.

State of Florida

Department of State

I certify from the records of this office that TANNER INDUSTRIES, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on December 20, 1991.

The document number of this corporation is P36769.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 21, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of April, 2025*




Secretary of State

Tracking Number: 2870957992CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2024 EXPIRES 9/30/2025 3501-0972544
3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

TANNER STEPHEN B

TANNER INDUSTRIES
TANNER STEPHEN B
735 DAVISVILLE RD 3RD FLR
SOUTHAMPTON PA 18966-3276

2530 VULCAN RD
U - APOPKA, 32703

PAID: \$30.00 0098-01190030 9/27/2024

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2024 EXPIRES 9/30/2025 3501-0972544
3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00



TANNER STEPHEN B

TANNER INDUSTRIES
TANNER STEPHEN B
735 DAVISVILLE RD 3RD FLR
SOUTHAMPTON PA 18966-3276

2530 VULCAN RD
U - APOPKA, 32703

PAID: \$30.00 0098-01190030 9/27/2024

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/01/24TANNER INDUSTRIES INC
735 DAVISVILLE RD FL 3
SOUTHAMPTON PA 18966-3277

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/01/24License Number: 62141
FEIN Number: 23-2050034

Expiration Date: 12/31/2025

License Activity: Pollutants-Importer

TANNER INDUSTRIES INC
735 DAVISVILLE RD FL 3
SOUTHAMPTON PA 18966-3277

Location:

License is Not Transferable - It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

NSF International

RECOGNIZES

TANNER INDUSTRIES, INC.
Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK



certificate is the property of NSF International and must be returned upon request. To verify certification, call 1-800-NSF-MARK or (313) 734-7600.

March 11, 2002
Certificate 01-261-01

James H. Paschall, General Manager
Water Distribution Systems



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerind.com

ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade		
Ammonia (NH_3) Assay	99.9965%	Minimum
Ammonia (NH_3) Assay	99.9990%	Typical
Water	33 ppm	Maximum
Water	<10 ppm	Typical
Oil	2 ppm	Maximum
Oil	1 ppm	Typical

Revision: August 01, 2009

Supersedes: June 01, 2001

Approval: QC/QA 

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES



Tanner Industries, Inc.

SAFETY DATA SHEET

Section 1. Identification

Product Name: **Ammonia, Anhydrous**
Synonyms: Ammonia
CAS REGISTRY NO: 7664-41-7
Supplier: Tanner Industries, Inc.
735 Davisville Road
Southampton, PA 18966
Website: www.tannerind.com
Telephone (General): 215-322-1238
Corporate Emergency Telephone Number: 800-643-6226
Emergency Telephone Number: Chemtrec: 800-424-9300
Recommended Use: Various Industrial / Agricultural

Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Gases Under Pressure, Flammable Gas, Acute Aquatic Toxicity
Classification: Acute Toxicity, Inhalation (Category 4) Note: (1 - Most Severe / 4 - Least Severe)
Skin Corrosion / Irritation (Category 1B)
Serious Eye Damage / Irritation (Category 1)
Gases Under Pressure (Liquefied gas)
Flammable Gases (Category 2)
Acute Aquatic Toxicity (Category 1)

Pictogram:



Signal word: **Danger**

Hazard statements: Harmful if inhaled.
Causes severe skin burns and serious eye damage.
Flammable gas.
Contains gas under pressure; may explode if heated.
Very toxic to aquatic life.

Precautionary statements: Avoid breathing gas/vapors.
Use only outdoors or in well-ventilated area.
Wear protective gloves, protective clothing, eye protection, face protection.
Keep away from heat, sparks, open flames and other ignition sources. No smoking.

Precautionary statements

(continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF ON SKIN: Rinse immediately with plenty of water before removing clothes. Contaminated clothing could possibly be frozen to skin. Rinse skin with water or shower (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

Wash contaminated clothing before reuse.

Store in a well-ventilated place. Keep container tightly closed. Protect from sunlight. Store locked up.

In case of leakage: Eliminate all ignition sources, if safe to do so.

In case of leaking gas fire: Stop flow of gas before extinguishing.

Dispose of contents/container in accordance with local, regional, national, international regulations as applicable. See section 13 (Disposal Considerations).

NFPA Rating:

Health (Blue) - 3

Flammability (Red) - 1

Instability (Yellow) - 0

Special Hazards (White) - NA



Note:

For indoor refrigeration systems/equipment the degree of flammability is 3 (refer to International Mechanical Code (IMC), Chapter 11).

NFPA Numbering System:

0 = Least Hazardous / 4 = Most Hazardous

HMIS Rating:

ANHYDROUS AMMONIA		
HEALTH	-	3
FLAMMABILITY		1
PHYSICAL HAZARD		0
PERSONAL PROTECTION		H

See note in Section 16 regarding the Hazardous Materials Identification System (HMIS).

HMIS Hazard Index:

0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

Section 3. Composition / Information on Ingredients

CHEMICAL NAME: Ammonia, Anhydrous

CAS REGISTRY NO: 7664-41-7

SYNONYMS: Ammonia

CHEMICAL FAMILY: Inorganic nitrogen compounds

COMPOSITION: 99+% Ammonia

Section 4. First Aid Measures

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.

IF ON SKIN: Immediately rinse skin and contaminated clothing with plenty of water before removing clothes. Clothing that has been contacted by liquid ammonia may freeze to the skin. Thaw frozen clothing from skin before removing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.

IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. Seek medical attention.

IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

NOTE TO PHYSICIAN: Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

Section 5. Fire Fighting Measures

EXTINGUISHING MEDIA:

Water Spray, Water Fog, Dry Chemical, Carbon Dioxide (CO₂) or foam.

SPECIAL FIRE FIGHTING PROCEDURES:

Must wear protective clothing and a positive pressure SCBA.

Stop flow of gas or liquid if possible.

Approach fire upwind and evacuate area downwind if needed.

Use water spray to keep fire-exposed containers cool and control vapors.

If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer or portable container from discharging or the cylinder from rupturing. If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.

Stay upwind when containers are threatened.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil or other combustible materials are present.

Combustion may form toxic nitrogen oxides (NO_x).

Section 6. Accidental Release Measures

GENERAL:

Only properly trained and equipped persons should respond to an ammonia release.

Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.

Stop source of leak if possible, provided it can be done in a safe manner.

Leave the area of a spill by moving laterally and upwind.

Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

SPECIFIC STEPS TO BE TAKEN:

For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Stay upwind and use water spray downwind of container to absorb the evolved gas.

Do not apply water directly to container, unless there is heat impingement, as ammonia boils at -28 °F (direct water will heat container), and more vapors will be released.

Caution: Adding water directly to liquid spills will increase volatilization of ammonia, thus increasing the possibility of exposure. Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

Section 7. Handling and Storage**SPECIAL PRECAUTIONS:**

Only trained persons should handle anhydrous ammonia. Store in well-ventilated areas, with containers tightly closed. Protect from temperatures exceeding 120 °F (48.8 °C). Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping.

OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia.

Refer to Compressed Gas Association (CGA) G-2.1 for the recommendations for the storage and handling of anhydrous ammonia.

VENTILATION:

Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

WORKPLACE PROTECTIVE EQUIPMENT:

Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

DISPOSAL:

See Section 13, Disposal Considerations. Classified as Resource Conservation and Recovery Act (RCRA) Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

Section 8. Exposure Controls / Personal Protection**EXPOSURE LIMITS FOR AMMONIA:** (Vapor)

Ammonia		
USA ACGIH	ACGIH TWA	25 ppm
USA ACGIH	ACGIH STEL	35 ppm
USA NIOSH IDLH	NIOSH IDLH	300 ppm
USA NIOSH	NIOSH REL (TWA)	18 mg/m ³ ; 25 ppm
USA NIOSH	NIOSH REL (STEL)	27 mg/m ³ ; 35 ppm
USA OSHA	OSHA PEL (TWA)	35 mg/m ³ ; 50 ppm
Alberta	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
British Columbia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Manitoba	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
New Brunswick	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Newfoundland & Labrador	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Northwest Territories	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nova Scotia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nunavut	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)

Ontario	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Prince Edward Island	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Quebec	TWAEV / STEV	25 ppm (TWAEV), 35 ppm (STEV)
Saskatchewan	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Yukon	TWA / STEL	25 ppm (TWA), 40 ppm (STEL)
Mexico	OEL TWA (mg/m3)	18 mg/m3
Mexico	OEL TWA (ppm)	25 ppm
Mexico	OEL STEL (mg/m3)	27 mg/m ³
Mexico	OEL STEL (ppm)	35 ppm

PROTECTIVE EQUIPMENT:

EYE/FACE PROTECTION: Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling anhydrous ammonia. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

SKIN PROTECTION: Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading and transfers. Chemical boots can be worn as additional protection.

RESPIRATORY PROTECTION: Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements. Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

VENTILATION: Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

FOR A HAZARDOUS MATERIAL RELEASE RESPONSE: Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Section 9. Physical and Chemical Properties

APPEARANCE AND ODOR:	Colorless liquid or gas with a pungent odor. Odor threshold 2 - 5 ppm.
SOLUBILITY IN WATER:	(per 100 pounds of water): 86.9 pounds at 32 °F, 51 pounds at 68 °F
SPECIFIC GRAVITY OF GAS (air = 1):	0.596 at 32 °F
SPECIFIC GRAVITY OF LIQUID (water = 1):	0.682 at -28 °F (Compared to water at 39 °F).
WEIGHT (per gallon):	5.15 pounds at 60 °F
PH:	Not applicable (Highly alkaline/base).
BOILING POINT:	-28 °F at 1 Atm.
FORMULA:	NH ₃
MOLECULAR WEIGHT:	17.03 (NH ₃)
FLAMMABILITY	
FLASHPOINT:	None
FLAMMABLE LIMITS OF VAPOR IN AIR:	LEL/UEL 16% to 25% (Listed in the <i>NIOSH Pocket Guide to Chemical Hazards</i> at 15% to 28%).
AUTO IGNITION TEMPERATURE:	1,204 °F (If catalyzed). 1,570 °F (If un-catalyzed).
CRITICAL TEMPERATURE:	271.4 °F
DECOMPOSITION TEMPERATURE:	Not available
GAS SPECIFIC VOLUME:	20.78 Ft ³ /Lb at 32 °F and 1 Atm.
VAPOR DENSITY:	Relative vapor density: 0.60 (air = 1)

LIQUID DENSITY:	38.00 Lb/Ft ³ at 70 °F
VISCOSITY:	0.00982 cP at 68 °F
EVAPORATION RATE:	Not applicable
MELTING/FREEZING POINT:	-77.7 °C (-107.9 °F)
VAPOR PRESSURE:	114 psig at 70 °F
SURFACE TENSION:	23.4 Dynes / cm at 52 °F
CRITICAL PRESSURE:	111.5 Atm
PARTITION COEFFICIENT:	Not available

Section 10. Stability and Reactivity

REACTIVITY:

Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

CHEMICAL STABILITY:

Stable under normal ambient conditions of temperature and pressure. Heating a closed container causes vapor pressure to increase. Will not polymerize.

POSSIBILITY OF HAZARDOUS REACTIONS:

Will react exothermically with acids and water.

CONDITIONS TO AVOID:

Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

INCOMPATIBLE MATERIALS:

Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

HAZARDOUS DECOMPOSITION PRODUCTS:

Under normal conditions of storage and use, hazardous decomposition products should not be produced. At high temperatures (e.g. above 600 °F), ammonia may disassociate generating hydrogen and nitrogen gases. Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces.

Section 11. Toxicological Information

Potential health effects: Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. Exposure to liquid or rapidly expanding gases may cause severe chemical burns and frostbite to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure. The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid, gas or vapor and the depth of inhalation.

Exposure Routes:

Inhalation (vapors, gas), skin and/or eye contact (vapors, gas, liquid).

Symptoms of acute exposure:

- Inhalation:** Exposure may result in severe irritation and/or burns of the nose, throat and respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Extreme exposure may result in death from spasm, inflammation or edema. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Brief inhalation exposure to 5,000 ppm may be fatal.
- Skin:** Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce freeze burns (frostbite) and caustic burns.
- Eyes:** Vapors may cause severe irritation. Tearing, eye burns, permanent eye damage or blindness may occur. Effects of direct contact may range from irritation and lacrimation to severe injury and blindness.
- Ingestion:** Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and corrosion, severe pain of the mouth, throat, esophagus and stomach or may be fatal

Chronic Exposure:

Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

Toxicity:

Ammonia (7446-41-7)	
LC50 (Inhalation) Rat	5131 mg/m ³ (7338 ppm) to 11,592 mg/m ³ (16,600 ppm), 1 hour exposure (Rat).
LC50 (Inhalation) Rat	2000 ppm, 4 hour exposure (Rat).

Not listed in the National Toxicology Program (NTP).

Not recognized by OSHA as a carcinogen.

Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).

Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

Section 12. Ecological Information

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

Toxicity:

Terrestrial plants: LOEC = 3-250 ppm NH₃.

Aquatic plants: LOEC = 0.5-500 mg NH₃-N/L.

Acute toxicity to invertebrates: 48 h LC50 = 2.94 mg un-ionized NH₃-N/L.

Chronic toxicity to invertebrates: NOEC = 0.163- 0.42 mg un-ionized NH₃/L.

Acute toxicity to fish: 96-h: LC50 = 0.09 – 3.51 mg un-ionized NH₃/L.

Chronic toxicity to fish: NOEC = 0.025-1.2 mg un-ionized NH₃/L.

Environmental Fate Information: Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

Persistence/Degradability:

Biodegradable in soil. Ozonation in the air. Soluble in water.

Bioaccumulative Potential:

Not applicable.

Mobility in Soil:

No additional information available.

Other Adverse Effects:

No additional information available.

Section 13. Disposal Considerations

Dispose of unused contents/container in accordance with local/regional/national/international regulations as applicable.

Listed as hazardous substance under the Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).

Classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002).

Comply with all regulations.

Suitably diluted product may be utilized as fertilizer on agricultural land.

For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

Section 14. Transport Information

	US DOT Classification	TDG Classification	IMDG Classification (International)
UN Number	UN 1005	UN 1005	UN 1005
UN Proper Shipping Name	Ammonia, anhydrous	Ammonia, anhydrous	Ammonia, anhydrous
Transport Hazard Class(es)	2.2	2.3 (8)	2.3 (8)
Placard(s)	 Domestic  (Only as required by 49 CFR 172.322)  International (2.3)  Special Permit Required	 or  (Refer to TDG Regulations 4.18.2)  (Only as required by TDG Regulations 4.22)	  

ENVIRONMENTAL HAZARDS:

IMDG, Known Marine Pollutant: Yes

United Nations Model Regulations, Environmentally Hazardous: Yes

US Department of Transportation (US Domestic)

PACKAGE MARKINGS:

Refer to 49 CFR 172.302, General marking requirements for bulk packagings.
Refer to 49 CFR 172.301, General marking requirements for non-bulk packagings.
Refer to 49 CFR 172.328, Cargo Tanks for additional marking requirements.

ADDITIONAL INFORMATION:

Marine Pollutant Requirements: Subject to the requirements of 49 CFR 172.322.
The words "Inhalation Hazard" shall be entered on each shipping paper in association with the shipping description, shall be marked on each non-bulk package in association with the proper shipping name and identification number, and shall be marked on two opposing sides of each bulk package.

Section 15. Regulatory Information

Subject to the reporting requirements of Section 302, Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 pounds must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 pounds.

Listed on the US EPA Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No

Clean Air Act – Section 112(r): Listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 pounds (ammonia, anhydrous).

Anhydrous ammonia is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards (CFATS) at storage / process amounts greater than the threshold quantity of 10,000 pounds (ammonia, anhydrous).

Occupational Safety & Health Administration (OSHA): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage / process, in quantities of 10,000 pounds (ammonia, anhydrous) or greater.

Section 16. Other Information

Preparation Information: Revision Date January 19, 2023.
Replaces Revision Date November 1, 2018.

Revised by: HJS

Revisions to this Safety Data Sheet

- Section 2: NFPA Rating: Added to "Note" - For indoor refrigeration systems/equipment the degree of flammability is 3 (refer to International Mechanical Code (IMC), Chapter 11).
- Section 9: Updated Decomposition Temperature, Melting/Freezing Point and Partition Coefficient.
- Section 10: Updated Hazardous Decomposition Products.
- Section 11: Toxicity: Added - LC₅₀ (Inhalation) – 2000 ppm, 4 hour exposure (Rat).
- Section 14: Reformatted (table).

HMIS Rating: The American Coatings Association's (ACA) *Hazardous Materials Identification System (HMIS®) and corresponding HMIS® Implementation Manual*, aid employers with the development and implementation of a comprehensive Hazard Communication Program. The program and manual address hazard assessment, labeling, Safety Data Sheets (SDS), and employee training. ACA's HMIS® hazard rating scheme is designed to be compatible with workplace labeling requirements of the U.S. Occupational Safety and Health Administration's (OSHA) revised Hazard Communication Standard (HCS). It is constructed to communicate hazard information to employees through training and the use of colors, numbers, letters of the alphabet, and symbols of types of personnel protective equipment (PPE).
HMIS® ratings are to be used with a fully implemented HMIS® program. It is the responsibility of the employer to determine the appropriate hazard classification and personnel protective equipment (PPE) code for this material.

For more information on HMIS® consult the HMIS® Implementation Manual.
HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

Acronyms:

ACGIH: American Conference of Governmental Industrial Hygienists
ANSI: American National Standards Institute
CAS: Chemical Abstracts Service
CFR: Code of Federal Regulations
DHS: Department of Homeland Security
DOT: Department of Transportation

EPA: Environmental Protection Agency
HMIS: Hazardous Materials Identification System
IARC: International Agency for Research on Cancer
IDLH: Immediately Dangerous to Life or Health
IMDG: International Maritime Dangerous Goods
NFPA: National Fire Protection Association
NIOSH: National Institute for Occupational Safety and Health
NTP: National Toxicology Program
OSHA: Occupational Safety and Health Administration
PEL: Permissible Exposure Limit
PPM: Parts Per Million
RCRA: Resource Conservation and Recovery Act
REL: Recommended Exposure Limit
SCBA: Self Contained Breathing Apparatus
STEL: Short Term Exposure Limit
TLV: Threshold Limit Value
TWA: Time Weighted Average

Disclaimer:

The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.

AGREEMENT (CONTRACT) BETWEEN OWNER AND SUPPLIER

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and Tanner Industries, Inc., 735 Davisville Road, Southhampton, PA 18966, a State of Pennsylvania Corporation, whose Federal I.D. number is 23-2050034, hereinafter designated as "SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **anhydrous ammonia** for a period of one (1) year beginning October 1, 2025 through September 30, 2026 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2604G, CONTRACT FOR SUPPLYING ANHYDROUS AMMONIA FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid (W2604G)
Contract for Supplying Anhydrous Ammonia

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2025 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2026. This contract does not contain provisions for renewal beyond the initial term
- 4.2 If SUPPLIER elects to cancel the Contract at any time during the Contract Term, SUPPLIER shall provide one hundred twenty (120) days advance written notice to OWNER.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. Delivered (\$/lb), as indicated in SUPPLIER's sealed Bid for the term of the contract.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within thirty (30) days of delivery of material and acceptance by OWNER.
- 6.3 SUPPLIER is responsible to ensure that they are invoicing based on the applicable Contract Unit Price. OWNER is only obligated to pay for chemical supplied, delivered, and acceptable based on applicable Contract Unit Pricing.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Invitation to Bid
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Bid Proposal including Qualification Requirements
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney
 - 8.1(l) Notice to Proceed
 - 8.1(m) Technical Specifications bearing the title: Contract for Supplying Anhydrous Ammonia (W2604G)
 - 8.1(n) Any Addenda issued to the Bid Documents
 - 8.1(o) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.4(b) If a Supplier does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.4(c) A Supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.4(d) **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 9.5(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all Suppliers, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 9.5(b) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 9.5(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 9.5(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 9.5(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
 - (ii) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Supplier shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.6(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.6(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.6(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- 9.7(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a SUPPLIER that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- 9.7(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Tanner Industries, Inc.
735 Davisville Road
Southampton, PA 18966

Matt Tanner, Sales Administrator

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Contract for Supplying Sodium Hypochlorite (W2604H)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 73-25: Approving a contract to Allied Universal Corporation for Supplying Sodium Hypochlorite (W2604H) for an amount of \$1.66 per gallon.

EXECUTIVE SUMMARY

Resolution 73-25 provides for the award of a contract to Allied Universal Corporation (AUC) to supply Sodium Hypochlorite (W2604H) to the Town's water treatment plant for Fiscal Year (FY) 2026, at a unit cost of \$1.66 per gallon for deliveries to the water treatment plant and \$2.25 per gallon for deliveries to the Juno Beach Re-Pumping Station.

Disinfection of drinking water is required by regulations of the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Sodium hypochlorite is one of the disinfection products used by the Town's Water Utility to comply with disinfection regulations. In FY2023, in response to lingering supply chain concerns associated with chlorine gas, the water plant transitioned to sodium hypochlorite for primary disinfection of water produced by the reverse osmosis (RO) treatment facility. Conversion to sodium hypochlorite for primary disinfection at the RO facility proved to be beneficial for other reasons, such as worker safety, improved chemical application and better operational control of chlorine application.

A contract for supplying sodium hypochlorite (bleach) (W2604H) was publicly advertised for competitive bids on May 11, 2025, in accordance with the Town's purchasing policy. On June 10, 2025, two bids were received and opened publicly. The lowest bid was submitted by Allied Universal Corporation for a unit price of \$1.66 per gallon for deliveries to the Town's water treatment plant and \$2.25 per gallon for deliveries to the Town's Juno Beach Repumping Station. AUC's bid unit prices for deliveries to the water treatment plant and the Town's Juno Beach repumping station, respectively, are 6.7% and 23.7% lower than the second bidder. A detailed bid tabulation is provided as Attachment 2. AUC's bid unit prices are 4.6% and 23.7% lower than the current contract unit pricing of \$1.74 and \$2.95 per gallon. A table of historical chemical costs is provided in Attachment 3.

AUC's bid was reviewed and found to be responsive to the bid requirements. AUC has supplied the Town's Water Utility with water treatment chemicals in past years and has provided the Town with acceptable service and products, fulfilling their contractual obligations.

Funding for the contract to supply sodium hypochlorite is proposed in the FY2026 Water Enterprise Operating budget, based on estimated annual quantities of 310,000 gallons delivered to the water treatment plant and 4,000 gallons delivered to the Juno Beach Repumping Station. The estimated annual value of this contract, based on the bid unit prices of \$1.66 and \$2.25 per gallon, is \$523,600.00.

The term of the proposed contract is one (1) year, from October 1, 2025, to September 30, 2026, and the contract does not contain provisions for annual renewal. Purchases made under the Contract will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

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

ANALYSIS

A review of Allied Universal Corporation's bid submitted on June 10, 2025, for Supplying Sodium Hypochlorite (W2502H) to the Town of Jupiter's water treatment plant for FY2026 (October 1, 2025-September 30, 2026), concluded that their bid is responsive to the bid requirements and suitable for award. AUC's bid in the amounts of \$1.66 per gallon for deliveries to the Town's water treatment plant and \$2.25 per gallon for deliveries to the Town's Juno Beach Repump Facility was the lowest bid received. Based on the water plant's estimated sodium hypochlorite demand projected of 310,000 gallons for the water treatment plant and 4,000 gallons for the Town's Juno Beach repumping facility for FY2026, and AUC's bid unit pricing, the annual cost for sodium hypochlorite in FY2026 is estimated to be \$523,600.00. Funding for this contract is budgeted in the proposed FY2026 Water Utility Operating Budget. The Effective Date of the Contract will be October 1, 2025 and expenditures thereafter are subject to the anticipated approval of the FY2026 Operating Budget.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 73-25
2. Bid Tabulation for Sodium Hypochlorite (W2604H)
3. Table of Historical Chemical Unit Pricing
4. Allied Universal Corporation Bid Proposal (W2604H)
5. Allied Universal Corporation Draft Contract Agreement for W2604H

FUNDING SOURCE

Proposed in FY26 Operating Budget	\$539,308	Sources: Proposed in FY2026 Water Enterprise Operating Budget
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For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 73-25**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE TO THE TOWN'S WATER TREATMENT PLANT**

WHEREAS, the Town of Jupiter Water Utility currently owns, operates, and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process to produce drinking water in compliance with all regulatory requirements; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 10, 2025, for supplying sodium hypochlorite was submitted by Allied Universal Corporation in an amount of \$1.66 per gallon for deliveries to the water treatment plant and \$2.25 per gallon for deliveries to Juno Beach Re-Pumping Station, totaling an estimated annual value of \$523,600.00, based on an estimated sodium hypochlorite demand of 310,000 gallons to the water treatment plant and 4,000 gallons to Juno Beach Re-Pump Station per year; and

WHEREAS, the bid for supplying sodium hypochlorite submitted by Allied Universal Corporation is responsive to the bid requirements and suitable for award for the one-year contract term, beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2026 Operating Budget for the supply of the water treatment chemical to be supplied as

part of this contract.

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

Section 1. The contract between the Town of Jupiter and Allied Universal Corporation for supplying sodium hypochlorite (W2604H) to the Town's water treatment plant and the Town's Juno Beach Re-pumping Station is hereby accepted.

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

Section 3. Upon the acceptance and execution of the contract, Allied Universal Corporation shall be responsible for carrying out all responsibilities which have been established therein.

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

7/15/2025



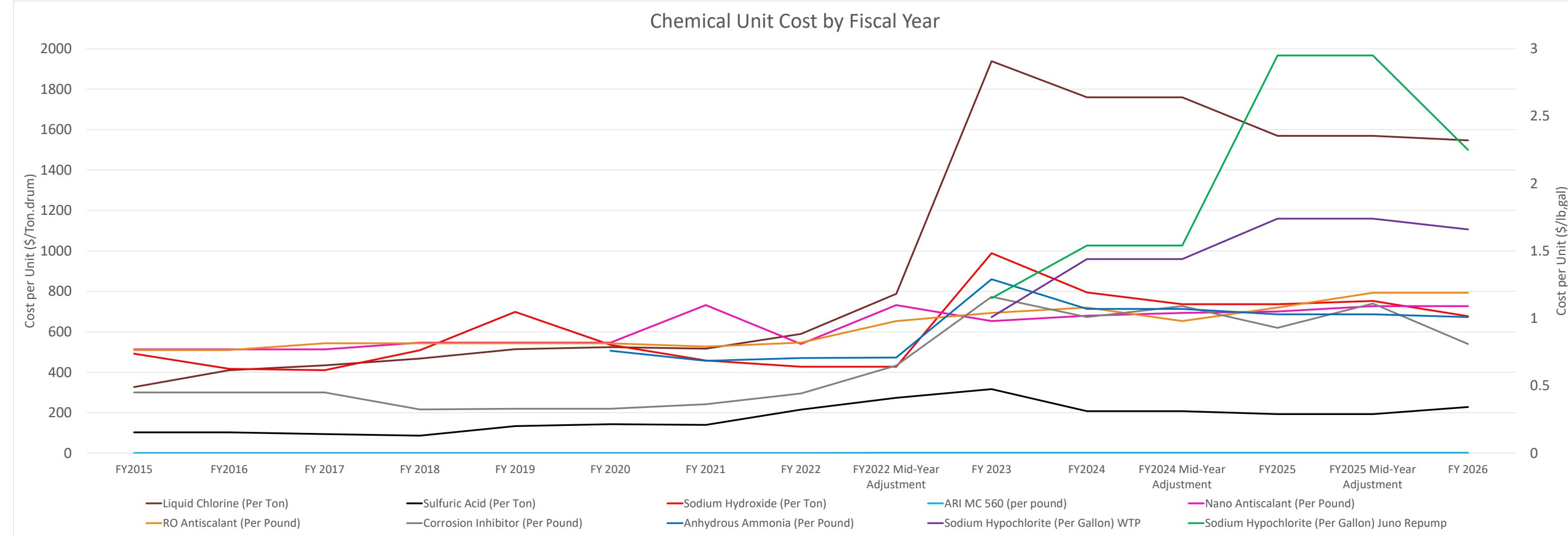
Town of Jupiter Utilities
Contract for Supplying Sodium Hypochlorite (Bleach) (W2604H)

June 10, 2025 2:20PM Bid Opening

SUPPLIER				ALLIED UNIVERSAL CORPORATION		ODYSSEY MANUFACTURING COMPANY	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458							
1	Sodium Hypochlorite Unit Price (F.O.B.)	310,000	gallons	\$1.60	\$496,000.00	\$1.62	\$502,200.00
2	Freight (F.O.B.) for tanker truck deliveries >4,000-gallons	310,000	gallons	\$0.06	\$18,600.00	\$0.16	\$49,600.00
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 1-2) =				\$1.66 See note 1		\$1.78	
Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408							
3	Sodium Hypochlorite Unit Price (F.O.B.)	4,000	gallons	\$2.25	\$9,000.00	\$2.50	\$10,000.00
4	Freight (F.O.B.) for mini-bulk deliveries <500-gallons	4,000	gallons	\$0.00	\$0.00	\$0.45	\$1,800.00
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 3-4) =				\$2.25 See note 1		\$2.95	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-4) =				\$523,600.00		\$563,600.00	

Note 1: Supplier listed the total estimated annual chemical cost on this line instead of the total bid unit price. Supplier acknowledged corrected bid form.

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	Variance FY2025 to FY2026 Bids	FY25 to FY26 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	(\$22.30)	-1.42%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$35.20	18.24%
Sodium Hydroxide (Per Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	(\$59.20)	-7.86%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	(\$0.12)	-10.81%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$0.11	9.24%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.09	\$0.04	3.67%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	(\$0.02)	-1.94%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	(\$0.08)	-4.60%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	(\$0.70)	-23.73%
ARI MC 560 (per pound)	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.51	\$1.58	\$1.81	\$0.30	18.99%



BID PROPOSAL**Bidding Company Name:** Allied Universal Corporation

Town of Jupiter Utilities
 210 Military Trail
 Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or more of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor, anhydrous ammonia, and sodium hypochlorite (bleach) with firm fixed pricing in accordance with the bid/contract documents, for a period of one (1) year beginning October 1, 2025 through September 30, 2026. Each chemical shall be supplied under separate and individual contracts.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract may be less than or exceed the estimated quantities below. Owner will only pay for actual quantities supplied and found to be acceptable, in Owner's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the sealed Bids shall be firm and guaranteed for the contract term.

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Bid Schedule of Values.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE (BLEACH) (W2604H)

SUPPLIER NAME: Allied Universal Corporation

Contract Term, 1-year (October 1, 2025 – September 30, 2026)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					

1	Sodium Hypochlorite Unit Price (F.O.B.)	310,000	gallons	\$ <u>1.60</u>	\$ <u>496,000.00</u>
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2	Freight (F.O.B.) for tanker truck deliveries >4,000-gallons	310,000	gallons	\$ <u>0.06</u>	\$ <u>18,600.00</u>
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Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 1-2) =

\$514,600.00

\$1.66

Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408					
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3	Sodium Hypochlorite Unit Price (F.O.B.)	4,000	gallons	\$ <u>2.25</u>	\$ <u>9,000.00</u>
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4	Freight (F.O.B.) for mini-bulk deliveries <500-gallons	4,000	gallons	\$ <u>included</u>	\$ <u>-----</u>
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Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 3-4) =

\$9,000.00

\$2.25

Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-4) =

\$523,600.00

Total Bid Unit Price F.O.B., \$/gallon (Item Nos. 1-2) in Words:

One dollar sixty-six cents

Five hundred Fourteen thousand Six hundred dollars and Zero cents

Total Bid Unit Price F.O.B., \$/gallon (Item Nos. 3-4) in Words:

Two dollars twenty-five cents

Nine thousand dollars and Zero cents

Total Estimated Annual Chemical Cost (F.O.B.) based on 314,000 gallons in Words:

Five hundred Twenty-three thousand Six hundred dollars and Zero cents

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 71 years

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

Yes, the City of Stuart. See attached.

3. State the location of the office from which this contract will be managed.

3901 Nw 115 Avenue., Miami, FL 33178

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Dan DeBeau, Branch Manager

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

Not Applicable

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

QUALIFICATION REQUIREMENTS (CONTINUED)

6. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical Supplier and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For the chemical Supplier, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in).

7. Bidder shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five (5) years that were terminated in advance on the completion date as a result of the Bidder's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed: **No contracts have been terminated in the past 5 years, see attached**

CONTRACT NAME: _____

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed: **No litigation related to contracts for Bidder's goods or services**

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process. **See attached**

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Miami Dade Water & Sewer

OWNER CONTACT NAME AND PHONE NUMBER: Ernesto Coro Junior / 786-385-4659/ cell / Junior.Coro@miamidade.gov

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 15,000,000 gl

CONTRACT VALUE: \$15,150,000

CONTRACT START AND COMPLETION DATES: 11/2018 - On Going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Sunrise

OWNER CONTACT NAME AND PHONE NUMBER: Hugo Alagic, 954-588-5515, HAlagic@sunrisefl.gov

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 685,000 gl

CONTRACT VALUE: \$491,83.00

CONTRACT START AND COMPLETION DATES: 10/2023 - On Going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: City of Ft. Myers

OWNER CONTACT NAME AND PHONE NUMBER: Heath Laufenberg 239-321-7574 / hlaufenberg@cityftmyers.com

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 670,000 gl

CONTRACT VALUE: \$1,098,800

CONTRACT START AND COMPLETION DATES: 7/21 - On-Going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: City of North Miami

OWNER CONTACT NAME AND PHONE NUMBER: Pavel Vida 305-953-2854

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 140,000 gl

CONTRACT VALUE: \$218,400

CONTRACT START AND COMPLETION DATES: 7/2025 - On-Going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF CONTRACT: Fort Pierce Utility Authority

OWNER CONTACT NAME AND PHONE NUMBER: Senator Hayes, 772-466-1600, hayes@fpua.com

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 425,000 gl

CONTRACT VALUE: \$633,250

CONTRACT START AND COMPLETION DATES: 8/2024 - On-Going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2025 and continues for one year, ending September 30, 2026. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2025 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a Contract/Purchase Order number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.) delivered, based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the Supplier will be based on bid/contract unit pricing F.O.B. delivered (per gallon) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to Owner, found to be acceptable and received in place for use by the Owner. Supplier understands Unit Prices submitted with their bid shall remain firm and in effect for the duration of the contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

PROPOSAL (CONTINUED)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE June 10, 2025

FIRM NAME Allied Universal Corporation

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 59-0776285

(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Cristhianne Munguia, Bid Coordinator

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Bids@Allieduniversal.com

BUSINESS ADDRESS 3901 NW 115 Avenue., Miami, FL 33178

BUSINESS TELEPHONE 305-888-2623

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Jim Palmer, President - CEO., 3901 NW 115 Avenue., Miami, FL 33178

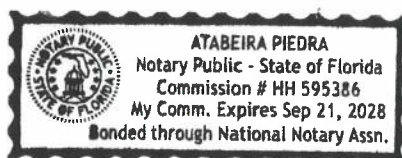
FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

David Stockdale, Area Sales Rep. newells@allieduniversal.com, Ph. 786-347-7422

Dan DeBeau, Branch Manager, dand@allieduniversal.com,, Ph. 772.464.0198 x 0501

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 3rd day of June, 2025 by Cristhianne Munguia, Bid Coordinator of Allied Universal Corporation, who ☒ is personally known to me or ☐ has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]



NOTARY PUBLIC

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Allied Universal Corporation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Allied Universal Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Cristhianne Munguia

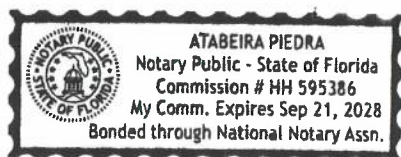
Date: June 3, 2025

STATE OF FLORIDA

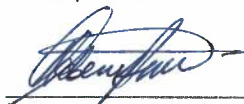
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 6/3/25 (date) by Cristhianne Munguia, Bid Coordinator (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires: 9/21/2028

****We do not use Subcontractors****

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she 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:

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Cristhianne Munguia, Bid Coordinator
[print individual's name and title]

for Allied Universal Corporation
[print name of entity submitting sworn statement]

whose business address is 3901 Nw 115 Avenue., Miami, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-0776285

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

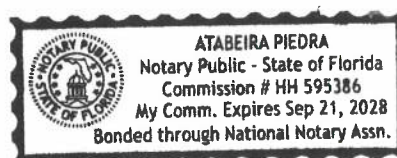
Sworn to and subscribed before me this 3rd day of June, 2025

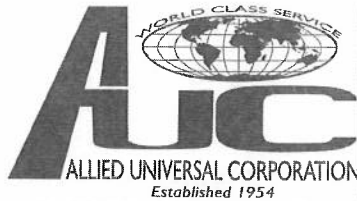
Personally known Cristhianne Munguia

OR Produced identification _____ Notary Public – State of Florida

My commission expires 9/21/2028


(Printed typed or stamped commissioned name notary public)





Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

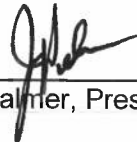
RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to the Town of Jupiter.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 10th day of December 2024.

(Seal of Corporation)


Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

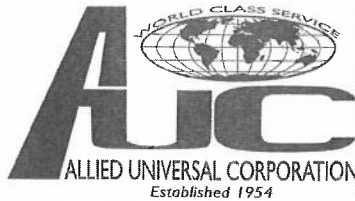
9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

EXPERIENCE & AFILIATES

June 2025

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 7 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; Palmetto, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL and Dothan, AL

We have serviced Utilities and Municipalities, in 22 states, for over 70 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the Town of Jupiter is our Ft. Pierce, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Ft. Pierce, FL facility is located at 9501 Rangeline Road, FL 34987. With normal delivery lead time of 3 work days. Contact name for all deliveries is Dennis McNair phone number 772-464-6195 Ext. 0602, e-mail ftpiercedispatch@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Dan DeBeau Branch Manager 772.242.9727 x 0601. C: 309.213.4936 and Billy Roy Region 1. Operations Manager, work (941) 803-4457, C: (813) 405-9086.

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; E-Mail, Bids@Allieuniversal.com

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

9501 Rangeline Road
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AUC Ft. Pierce- 772-464-6195

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9545 Rangeline Road
Ft. Pierce, Florida 34987
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204 SCM Road
Brunswick, GA 31525
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Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

June 2025

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 70 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
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ANT 2 Manatee - 941-803-4457



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT: JIM PALMER
ACCOUNTS PAYABLE MANAGER: SORAYA GARCIA CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

RYAN-HERCO PRODUCTS
KEVIN WAGNER
ACCT #: 075049 OR 081594
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
(800) 848-1141 EXT 1408

CKS PACKAGING INC
ALESA NORTON
4020 N. 29TH TERRACE
HOLLYWOOD, FL 33020
(954) 925-0236
CKS-AR@CKSPACKAGING.COM

INEOS CALABRIAN CORP
KATHY LUTZ
5500 HWY 366
PORT NECHES, TX 77651
409-727-1471 x132
KATH.LUTXZ@INEOS.COM

I.C.E. SERVICE GROUP, INC
MARK DELFRATTE
192 OHIO RIVER BLVD, SUITE 100
AMBRIDGE, PA 15003
(724) 266-7580
MDELFRATTE@ICESERVICEGROUP.COM

CHEM-TAINER IND, INC
DAVID WENZEL
361 NEPTUNE AVE
WEST BABYLON, NY 11704
(631) 661-8300 EXT 1625

BANK: SYNOVUS BANK
2500 WESTON ROAD, SUITE 300
WESTON, FLORIDA 33331
CONTACT: MICHAEL C. WALKER
MICHAELWALKER@SYNOVUS.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #: 59-0776285	DUN & BRADSTREET #: 004134623	SALES TAX #: 80-8012429723-6
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3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

2815 Inland Transport St.
Palmetto, Florida 34221

8350 NW 93RD Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

14770 Old St Augustine RD
Jacksonville, FL 32207
904-619-6180

Revised: 02/07/2024



2024 - 2025

St. Lucie County Local Business Tax Receipt

P.O. Box 308, Fort Pierce, FL 34954
tcscl.com

Facilities or machines # Rooms # Seats # Employees #1 Receipt #1015813
Type of business 7299 MISC/PUBLIC SERVICE (Wastewater Storage & Disposal) Expires SEPTEMBER 30, 2025

DBA name Business: Allied New Technologies, Inc
Mailing address: ATTN:JIM PALMER Business location: 821 S Kings Highway
Allied New Technologies Inc Fort Pierce, FL 34945
3901 NW 115th Ave *GOOD FOR THIS LOCATION ONLY*
Miami, FL 33178

RENEWAL St Lucie County
Original tax: \$15.10 P06000024501
Penalty:
Collection cost:
Total: \$15.10 Paid 07/16/2024 15.10 0000-20240716-073284

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

ATTN:JIM PALMER
Allied New Technologies Inc
3901 NW 115th Ave
Miami, FL 33178



P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2024 - 2025

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #6 Receipt #5000-00980030
Type of business 5000 MISC WHOLESALE (BLEACH MANUFACTURER & DISTRIBUTOR) Expires SEPTEMBER 30, 2025

DBA name Business: Allied Universal Corp

Mailing address: Allied Universal Corporation
Attn: Vicky Vargas
3901 NW 115th Ave
Miami, FL 33178

Business location: 9501 Rangeline Rd
Port Saint Lucie, FL 34987
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County
Original tax: \$27.55
Penalty:
Collection cost:
Total: \$27.55 Paid 07/16/2024 27.55 0000-20240716-073314

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Allied Universal Corporation
Attn: Vicky Vargas
3901 NW 115th Ave
Miami, FL 33178



2025

LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA
8401 NW 53RD TERRACE
DORAL, FL 33166
(305) 593-6631

09/30/2024

ALLIED UNIVERSAL CORP

ALLIED UNIVERSAL CORP

3901 NW 115 AVE

Doral, FL 33178-1859

LICENSE NO. 2021000426

License Fee Paid: \$150.00

FOR THE PERIOD COMMENCING OCTOBER 1 AND ENDING SEPTEMBER 30, THE ABOVE-NAMED BUSINESS IS LICENSED TO ENGAGE IN THE FOLLOWING BUSINESS FOR THE LICENSE YEAR:

WAREHOUSE/DISTRIBUTION CENTER

Square Footage: 10000

No. of Seats/Tables: 0

No. of Units/Spaces:

CONDITIONS:

DORAL:

Machines:

Employees: 35

No. of Trucks:

State License #:

Kenia Palau
Chief Licensing Official

This Document Must Be Posted

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4513280

RECEIPT NO.

RENEWAL

4711819

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL, FL 33178-1859



EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207

ADMIN
OFFICE/OPERATION
CTR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

135.00 07/17/2024

FPPU11-24-007110

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

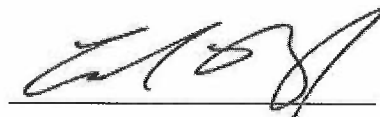
The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2025*




Secretary of State

Tracking Number: 8894173573CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ALLIUNI-01

SSIMEON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT Sandy Simeon	
	PHONE (A/C, No, Ext): (800) 845-8437	
INSURED Allied Universal Corp 3901 NW 115 Ave. Miami, FL 33178	FAX (A/C, No):	
	E-MAIL	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Nautilus Insurance Company 17370	
	INSURER B : Great Divide Insurance Company 25224	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☒ CLAIMS-MADE ☐ OCCUR	X	X	GLP202370317	8/31/2024	8/31/2025	EACH OCCURRENCE \$ 1,000,000
	☒ Retro Date 1/12/1988						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☐ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						
B	AUTOMOBILE LIABILITY						
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	X		BAP202370417	8/31/2024	8/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR						
	☒ EXCESS LIAB ☐ CLAIMS-MADE			FFX202370617	8/31/2024	8/31/2025	EACH OCCURRENCE \$ 9,000,000
	DED ☐ RETENTION \$ ☐						AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N	N/A					PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
A	Poll Liab Claim Made			SSP202370517	8/31/2024	8/31/2025	E.L. DISEASE - EA EMPLOYEE \$
A	Poll Retro 8/21/95			SSP202370517	8/31/2024	8/31/2025	E.L. DISEASE - POLICY LIMIT \$
							Ech Poll Condition 1,000,000
							Total Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Jupiter is included as additional insured with respect to general liability and auto liability when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability when required by written contract. 30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter Utilities
Attn: Amanda Barnes
17403 Central Blvd.
Jupiter, FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ivy Risk Strategies, LLC 501 E Las Olas Blvd. Ste 300 Fort Lauderdale FL 33301		CONTACT NAME: PHONE (A/C, No., Ext): 754-247-3000 FAX (A/C, No.): E-MAIL ADDRESS: lisa@ivyrisk.com		
INSURED Allied Universal Corporation 3901 NW 115th Ave Doral FL 33178-1859 License#: L114976 ALLIUNI-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : GRANITE STATE INS CO		23809
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1072675876**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			039-32-6857	6/30/2024	6/30/2025	X PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**CERTIFICATE HOLDER****CANCELLATION**Town of Jupiter
210 Military Trail
Jupiter FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution
Other means of identification	
SDS number	AUC-004
Synonyms	Aqua Guard Chlorinating Sanitizer * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo EPA Registered Pesticide 33458-23 (EUP, Aqua Guard Chlorinating Sanitizer), 33458-22 (EUP, Aqua Guard Bleach), 33458-24 (MUP, Aqua Guard Sodium Hypochlorite 12.5%) and 33458-25 (MUP, Aqua Guard Sodium Hypochlorite 10.5%)
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Allied Universal Corporation
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States
Telephone	General: 1-305-888-2623 24-Hour alert: 1-786-522-0207
Website	www.allieduniversal.com
E-mail	Not available.
Contact person	Operations Department
Emergency phone number	CHEMTREC 1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original packaging. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Material name: Sodium Hypochlorite, 10-15% Solution

AUC-004 Version #: 04 Issue date: 03-15-2015 Revision date: 02-04-2025

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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13. Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedings.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Material name: Sodium Hypochlorite, 10-15% Solution

AUC-004 Version #: 04 Issue date: 03-15-2015 Revision date: 02-04-2025

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Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Particle characteristics	Not applicable
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Material name: Sodium Hypochlorite, 10-15% Solution

AUC-004 Version #: 04 Issue date: 03-15-2015 Revision date: 02-04-2025

SBS US

5 / 10

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Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria.
Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Material name: Sodium Hypochlorite, 10-15% Solution

AUC-004 Version #: 04 Issue date: 03-15-2015 Revision date: 02-04-2025

SDS US

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Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLTUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 100 lbs / 45.4 kg
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	Yes
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpart. D)
Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)
Sodium hydroxide (CAS 1310-73-2) Listed.
Sodium Hypochlorite (CAS 7681-52-9) Listed.

SARA 304 Emergency release notification
Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**Hazard categories**

Corrosive to metals
Skin corrosion
Eye damage
Specific target organ toxicity -single exposure

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes**SARA 313 (TRI reporting)**
Not regulated.**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations****US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**
Not listed.**US. Massachusetts RTK - Substance List**

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

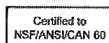
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	03-15-2015
Version #	04
Revision date	02-04-2025
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



List of abbreviations

Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
SARA: Superfund Amendments and Reauthorization Act
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancescenter.com>

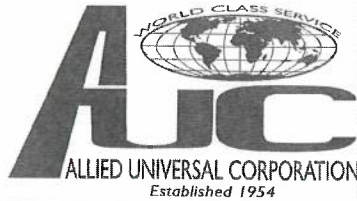
Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process. This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Disclaimer

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System,
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal



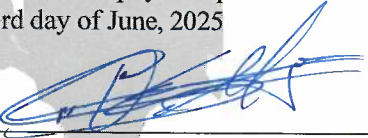
Headquarters
3901 NW 115th Avenue
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305-888-2623 office
305-885-4671 fax

AFFIDAVIT

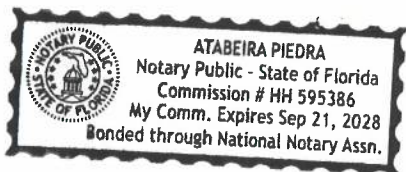
This is to certify that as required, all Sodium Hypochlorite solution to be furnished to the Town of Jupiter will comply with the AWWA Standards B300-18 and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.
By means of ☒ physical presence or ☐ online notarization.
This 3rd day of June, 2025

By: 
Cristhianne Munguia
Bid Coordinator

(Notary Seal)



Signature of Notary Public.



Print or Type Name of Notary

Personally Known ☒
Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, May 20, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Palmetto, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Brunswick, GA**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 Northwest 115 Avenue

Miami, FL 33178

United States

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>).

Facility : # 3 USA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2

Number of matching Products is 48

Processing time was 0 seconds

Company ID Number: 122833

Information Required for the E-Verify Program

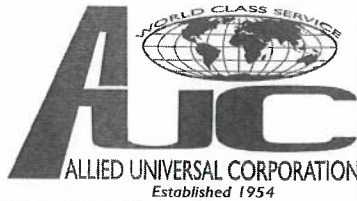
Information relating to your Company:

Company Name	Allied Universal Corporation
Company Facility Address	3901 NW 115 Avenue Miami, FL 33178
Company Alternate Address	3901 NW 115 Avenue Miami, FL 33178
County or Parish	MIAMI-DADE
Employer Identification Number	590776285
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	8 site(s)

Company ID Number: 122833

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	5
GA	1
MS	1



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

June 2025

The following bleach bid was cancelled early.

City of Stuart (September 2010)

Very truly yours,

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

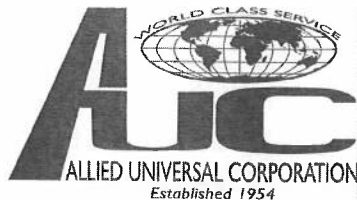
After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25th, 2010 but on the first delivery, under the renewed contract on September the 10th, they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9th Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22nd, Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25th 2010?
If in fact they had a problem on the load September 10th why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

REFERENES SODIUM HYPOCHLORITE

Miami Dade Water & Sewer

700 West 2nd Ave.

Hialeah, FL 33011

Chief W&S Plant Operator

Ernesto Coro Junior

786-385-4659/ cell

Junior.Coro@miamidade.gov

City of North Miami

12098 NW 11 Ave

North Miami, FL 33168

Water Plant Supervisor

Pavel Vida

305-953-2854

PVida@northmiamifl.gov

City of Cooper City

11791 SW 49 Street

Cooper City, FL

Chief Operator

Ryan Webster

954-675-8865/ cell

Rwebster@coopercityfl.org

City of Boca Raton

1301 W. Glades Rd

Boca Raton, FL 33431

Superintendent

Steve Roberge

561-338-7331

Sroberge@myboca.us

City of Clermont

3335 Hancock Road

Clermont, FL 34711

Treatment Operations Manager

Duane Land

352-241-0178

dland@clermontfl.org

City of Ft. Myers

1501 Raleigh Street

Fort Myers, FL 33902

Plant Superintendent

Heath Laufenberg

239-321-7574

hlaufenberg@cityftmyers.com

City of Sunrise

15400 Watermill RD

Davie, FL 33331

Water Plant Chief Operator

Hugo Alagic

954-588-5515

HAlagic@sunrisefl.gov

Fort Pierce Utility Authority

100 N US HWY 1

Ft. Pierce, FL 34948

WWWP Super Intendent

Senator Hayes

772-466-1600 Ext. 5541

hayes@fpuu.com

City of Winter Springs

1126 E SR 434

Winter Springs, FL 32708

Operations Supervisor

Kyle Lanham

772-486-6938

Kyle.Lanham@veolia.com

City of Lake Worth

301 College St.

Lake Worth Beach, Florida 33460

Water Plant Manager

Garry Baker

561-586-1713

gabaker@lakeworthbeachfl.gov

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

Montgomery Water Works

1491 Alexander Road
Pike Road, AL 36064
Water Plant Supervisor
Daniel Young
334-850-2595
dyoung@mwwssb.com

City of Apopka

748 E. Cleveland St
Apopka, FL 32703
Water Plant Chief Operator
Scott Krause
407-703-1748
kkrouse@apopka.net

JEA

225 N Pearl St,
Jacksonville, FL 32202
Water Treatment Operations
Michael E. Richardson
904-665-6819
Richme@jea.com

City of Mount Dora

510 North Baker St
MOUNT DORA, FL 32757
Lead Operator
James Klein
352-735-7151
kleinj@ci.mount-dora.fl.us

City of Cocoa

375 N. Cocoa Blvd
Cocoa, FL 32922
Water Treatment Manager
Sean McFarland
321-635-7773
smcfarland@cocoafl.org

Peace River Manasota

Regional Water Supply Authority
8998 SW CR 769
Arcadia, FL 34269
Deputy Director
Richard Anderson
863-993-4565
randerson@regionalwater.org

City of Dania Beach

1201 Stirling Road
Dania Beach FL, 33004
Water Plant Manager
Nate Costa
954-687-6805
ncosta@daniabeachfl.gov

City of Marco Island

807 E Elkcam Cir
Marco Island, FL 43145
Plant Supervisor
Scott Henriksson
239-825-5248
Shenriksson@cityofmarcoisland.com

Hillsborough County

102 N. Falkenberg Rd.
Tampa, FL 33619
Project Manager
Deborah Andrews
813-209-3021
Andrewsdm@hcfl.gov

City of Palm Coast

4 Corporate Drive North
Palm Coast, FL 32137
Utility Chief Operator
Donald Holcomb
Tel: 386-986-2344
dholcomb@palmcoastgov.org

City of Lakeland

2100 Interstate Dr.
Lakeland, FL 33805
Manager of Water Production
Water Utilites
Joe Costine
863-834-6750
Joseph.Costine@lakelandgov.net

Charlotte County

25550 Harborview Rd.
Port Charlotte, FL 33980
Utility Chief Operator
Water Booster Stations
James Lynch
941-769-1831
James.Lynch@charlottecountyfl.gov



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

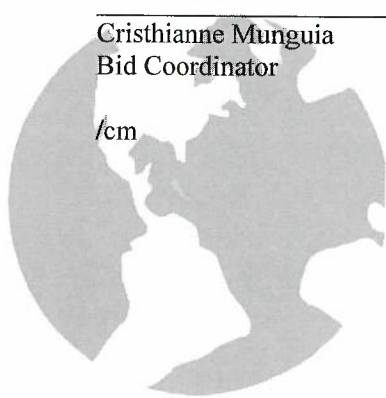
EARLY TERMINATIONS

June 2025

This is to advise that per Allied Universal Corporations records, there are no cancelled or terminated bleach bids for the past 5 years:

Cristhianne Munguia
Bid Coordinator

/cm



8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
AUC **Ellisville** - 601-477-2550

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 **Ft. Pierce** - 772-464-6195

204 SCM Road
Brunswick, GA 31525
AUC **Brunswick** - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457

AGREEMENT (CONTRACT) BETWEEN OWNER AND SUPPLIER

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and Allied Universal Corporation, 3901 NW 115 Avenue, Miami, FL 33178, a State of Florida Corporation, whose Federal I.D. number is 59-0776285, hereinafter designated as “SUPPLIER”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **sodium hypochlorite (bleach)** for a period of one (1) year beginning October 1, 2025 through September 30, 2026 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2604H, CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE (BLEACH) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid (W2604H)
Contract for Supplying Sodium Hypochlorite (Bleach)

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant	Juno Beach Re-Pump Station
17403 Central Boulevard	14255 US Highway 1
Jupiter, Florida 33458	Juno Beach, Florida 33408

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2025 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2026. This contract does not contain provisions for renewal beyond the initial term.
- 4.2 If SUPPLIER elects to cancel the Contract at any time during the Contract Term, SUPPLIER shall provide one hundred twenty (120) days advance written notice to OWNER.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. Delivered (\$/gal), as indicated in SUPPLIER's sealed Bid for the term of the contract.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within thirty (30) days of delivery of material and acceptance by OWNER.
- 6.3 SUPPLIER is responsible to ensure that they are invoicing based on the applicable Contract Unit Price. OWNER is only obligated to pay for chemical supplied, delivered, and acceptable based on applicable Contract Unit Pricing.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Invitation to Bid
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Bid Proposal including Qualification Requirements
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney
 - 8.1(l) Notice to Proceed
 - 8.1(m) Technical Specifications bearing the title: Contract for Supplying Sodium Hypochlorite (Bleach) (W2604H)
 - 8.1(n) Any Addenda issued to the Bid Documents
 - 8.1(o) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.4(b) If a Supplier does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.4(c) A Supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.4(d) **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 9.5(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all Suppliers, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 9.5(b) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 9.5(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 9.5(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 9.5(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
 - (ii) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Supplier shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.6(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.6(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.6(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- 9.7(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a SUPPLIER that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created

pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- 9.7(b) The SUPPLIER, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the SUPPLIER is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the SUPPLIER for any work or materials furnished.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

Cristhianne Munguia, Bid Coordinator

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER

Approval of Contract for the North Pennock Lane Sidewalk and Drainage Improvements



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval of Resolution 82-25 to award a contract for North Pennock Lane Sidewalk and Drainage Improvements to BDI Marine Contractors, LLC in the amount not to exceed \$568,560.00

EXECUTIVE SUMMARY

Town staff is providing Resolution 82-25 for consideration by Town Council to award Contract EPW 2025-20, North Pennock Lane Sidewalk and Drainage Improvements, to BDI Marine Contractors, LLC in an amount not to exceed \$568,560.00.

The project scope consists of, but is not limited to, clearing, grubbing, demolition, excavation, swale grading, minor embankment, concrete curb, sidewalk, and driveway turnouts, drainage inlet aprons, sod installation, and maintenance of traffic.

The existing sidewalk along the east side of North Pennock Lane is located in or near the lowest point of the east shoulder of the road right of way. After rainfall events, the sidewalk routinely floods with storm water, rendering the sidewalk unusable. Pennock Lane serves as a main corridor for pedestrian activity between Indiantown Road and Center Street, has school bus stops along the road, and serves as one of the main pedestrian routes to/from the large residential communities lying east and west of North Pennock. As such, improving the functionality of the sidewalk in this low- and moderate-income area for year-around use is highly beneficial. This project is being partially funded with the Town's Community Development Block Grant (CDBG) funds for hard construction from CDBG funding year 2023-24 and 2024-2025 for a total of \$377,773.30.

On May 20, 2025, five (5) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that BDI Marine Contractors, LLC is the lowest, most responsive, and responsible bidder with a total bid amount of \$568,560.00. Town staff contacted references provided by BDI Marine Contractors, LLC and received acceptable feedback on the quality of their work and completion of their projects.

The contract duration is 150 calendar days, exclusive of holidays, rain days, and an end of project 30 day punch-out period. Projected construction start is anticipated in late September with final completion near the end of March, 2026.

The project is in part a result of Eastview Manor resident complaints regarding their driveways and the public sidewalk being frequently submerged, impacting several school bus stops along the corridor.

Recognizing North Pennock Lane's function as a significant connector corridor, a

comprehensive outreach plan will be used to notify Town residents of the project and its potential impacts on traffic. This plan will include: 1) Charter Neighborhood meetings; 2) emails sent by Neighborhood Services to locals in the area; 3) targeted messaging to area residents using Nextdoor; 4) Town-wide social media posts to inform Jupiter residents as a whole; 5) information included in the Town's new semi-monthly email; and 6) actual project information signs and/or door hangers.

The Contract proposed for this project is the Engineering Division's C1 Contract standard form. The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

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

Town staff is providing Resolution 82-25 for consideration by Town Council to award Contract EPW 2025-20, North Pennock Lane Sidewalk and Drainage Improvements, to BDI Marine Contractors, LLC in an amount not to exceed \$568,560.00. In the event the Town Council approves Resolution 82-25, the Mayor will be authorized to execute the Contract on its behalf (see attached).

STRATEGIC PRIORITY

- Manage Growth
- Safety

ATTACHMENTS

1. Resolution 82-25
2. Bid Tabulation
3. EPW 2025-20_Contract

FUNDING SOURCE

Approved in Budget	\$100,919	Sources: 31031041-563100-E2301 General Revenue
	\$377,774	31031041-563000-E2301 CDBG Funding
	\$47,000	41151038-563100-E2301 Stormwater R&R
Additional Funding Requested	\$30,567	Sources: 00190019-599001 OGG Contingency
	\$12,300	411-380000 Stormwater R&R Reserves

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

RESOLUTION NO. 82-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA FOR THE AWARD OF CONTRACT EPW 2025-20, NORTH PENNOCK LANE SIDEWALK AND DRAINAGE IMPROVEMENTS TO BDI MARINE CONTRACTORS, LLC. IN AN AMOUNT NOT TO EXCEED \$568,560.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF.

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

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

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2025-20, North Pennock Lane Sidewalk and Drainage Improvements; and

WHEREAS, the scope of work consists of but is not limited to clearing, grubbing, demolition, excavation, swale grading, minor embankment, concrete curb, sidewalk, and driveway turnouts, drainage inlet aprons, sod installation, and maintenance of traffic; and

WHEREAS, based on the review of statements of qualifications and bid packages by Town staff, Town Council has determined that BDI Marine Contractors, LLC is qualified to provide the services sought by the Town; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-20 in an amount not to exceed \$568,560.00 to BDI Marine Contractors, LLC; and

WHEREAS, the Town has sufficient funds in its Stormwater, Community Development Block Grant, and General Revenue budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Contract with BDI Marine Contractors, LLC in an amount not to exceed \$568,560.00.

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

BID TABULATION
 NORTH PENNOCK SIDEWALK AND DRAINAGE IMPROVEMENTS
 EPW 2025-20
 TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
BDI Marine Contractors, LLC 11718 SE Federal Hwy 7 #222, Hobe Sound, FL 33455	\$568,560.00	\$568,560.00
Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 33479	\$607,813.40	\$607,813.40
Homestead Concrete and Drainage, Inc. 221 SW 4 th Ave. Homestead, FL 33030	\$655,650.00	\$655,650.00
E & F Florida Enterprises, Inc. DBA Creative Contracting Group 3141 Fortune Way S-16 Wellington, FL 33414	\$669,550.00	\$669,550.00
SoCal Shaker Plates and Construction Site Services, LLC 643 US Hwy 1, Unit 13094 North Palm Beach, FL 33408	\$691,700.00	\$691,700.00

EPW 2025-20

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
(CONTRACTOR NAME)

THIS CONTRACT, made this _____ day of _____, 20_____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and (CONTRACTOR NAME), (STREET ADDRESS, CITY, STATE AND ZIP), a (STATE OF INCORPORATION) Corporation, FEID Number (FEID NUMBER) hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on May 6, 2025 for the North Pennock Lane Sidewalk & Drainage Improvements, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2025-20 entitled North Pennock Lane Sidewalk & Drainage Improvements, Palm Beach County ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of **One Hundred Fifty (150) calendar days**. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, **Three Hundred Ninety-Five Dollars and No Cents (\$395.00)**, for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed _____ (\$_____).

- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for North Pennock Lane Sidewalk & Drainage Improvements EPW 2025-20 consisting of plans prepared by the Town of Jupiter Engineering Division dated April 6, 2025.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms.
- 4.5. Performance and Payment Bonds for CONTRACT work.

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

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

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly

executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

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

Attention: Town of Jupiter
Roger Held
Senior Director of Community Development
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. E-VERIFY, ENTITIES OF FORGEN COUNTRIES OF CONCERN, SCRUTINIZED COMPANIES LIST

23.1 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

23.1.1 Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.

23.1.2 Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

23.1.3 Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

23.1.4 The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

23.1.5 Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

23.1.5.1 Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

23.1.5.2 Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

23.2 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

23.3 SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List

(created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

24. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

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

ATTEST

THE TOWN OF JUPITER

By: _____
Merriane Lahmeur, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

TOWN OF JUPITER
Approval of Letters of Credit for FDOT for Fire Station Road Improvements



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Approval of Resolution 90-25 – FDOT Letters of Credit for Fire Station Road Improvements

EXECUTIVE SUMMARY

Staff seeks approval of Resolution 90-25, authorizing the Town's Finance Director to execute two irrevocable standby letters of credit and associated security instruments in favor of the Florida Department of Transportation (FDOT). These financial assurances are required for road construction activity related to the Town's new fire stations located at Carver Avenue & Indiantown Road and Piatt Place along US Highway 1.

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

ANALYSIS

The standby letters of credit will be secured by two Certificates of Deposit (CDs) purchased through the Town's banking institution, Wells Fargo, in the amounts of \$480,000 and \$520,000, respectively. These CDs will accrue interest at the current market rate. Wells Fargo will charge a service fee of \$22,500 for the issuance of the letters of credit.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution no 90-25
2. Letter of Credit - Wells Fargo Agreement
3. Security Agreement 480,000
4. Security Agreement 520,000

FUNDING SOURCE

Approved in Budget \$22,500

Sources: 31034022-563000
E2403 - \$11,700
 31034022-563000

Additional Funding Requested \$

E2404 - \$10,800

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Finance Director at scottr@jupiter.fl.us or 561-741-2327.

RESOLUTION NO. 90-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE ISSUANCE OF A STANDBY IRREVOCABLE LETTER OF CREDIT IN FAVOR OF THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN FINANCE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has required financial security from the Town of Jupiter (Town) in the form of a Letter of Credit as a condition of permitting certain construction and/or development activities within the Florida state road system; and

WHEREAS, the Town is engaged in or sponsoring such activities for the construction of two fire stations that necessitate the provision of financial assurance to FDOT for the completion of construction and development as permitted; and

WHEREAS, the Town Council finds it in the public interest to have Wells Fargo Bank, N.A. ("Wells Fargo"), a bank with whom the Town does business, to issue a Letter of Credit in favor of FDOT to satisfy such requirements of the FDOT construction permit.

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

Section 1. The Town Council hereby authorizes the Town's Finance Director, to execute with Wells Fargo for the issuance of a Letter of Credit in the amount of \$480,000 and \$520,000 in favor of the FDOT (the "Letter of Credit Services"), to cover the cost of certain roadway improvements for the fire stations located at Carver Ave and Indian Town Road and Piatt Place along US1, FDOT Permit Nos. 2024-C-496-00008 and 2024-C-496-00009.

Section 2. The Town Finance Director, is hereby authorized to execute, deliver and perform any and all instruments, forms and/or documentation with respect to the issuance of the Letter of Credit or the Letter of Credit Services necessary to comply with FDOT requirements, including any extensions or amendments to such documents.

Section 3. The funds necessary to support the Letter of Credit Services shall be secured by certificates of deposit being held by Wells Fargo (collectively the "Certificate of Deposit") and are hereby appropriated for such purpose.

Section 4. The Town's Finance Director is authorized and empowered for an on behalf of and in the name of the Town of Jupiter:

(a) To encumber, pledge, convey, grant, assign or otherwise transfer all or any part of the Certificate of Deposit for the purpose of securing the payment of any of the documents, instruments and other evidences of indebtedness authorized hereby, and the Town of Jupiter's obligations (1) to reimburse or pay Wells Fargo for Letter of Credit Services and to pay interest thereon, and (2) to pay fees associated with any Letter of Credit Services, and to execute and deliver to Wells Fargo such pledge agreements, security agreements and/or other related documents as Wells Fargo shall require.

(b) To perform all acts and to execute and deliver all documents described above and all other documents and instruments which Wells Fargo deems necessary to accomplish the purposes of this resolution and/or to perfect or continue the rights, remedies and security interests to be given to Wells Fargo pursuant hereto, including without limitation, any modifications, renewals and/or extensions of any of the Town's obligations to Wells Fargo.

Section 5. This resolution shall take effect immediately upon its execution.

#6742483 v1 26503-00001

Standby Letter of Credit Agreement (Standard Version)

To induce Wells Fargo Bank, National Association and/or any of its branches or affiliates (individually and collectively, “**Bank**”), in its sole discretion, to issue one or more standby letters of credit (as may be amended from time to time, each a “**Credit**” and collectively, the “**Credits**”) at the request of the undersigned (individually and collectively, “**Applicant**”; jointly and severally, if more than one) each of Bank and Applicant are sometimes referred to as a “**Party**” and collectively referred to as the “**Parties**”, and for the account of Applicant named in the Application, Applicant agrees that the following terms and conditions of this Standby Letter of Credit Agreement (this “**Agreement**”) shall apply to any Credit (and any related Application):

1. Applications/Instructions. The request to issue or amend a Credit (an “**Application**”) shall be irrevocable and in such form as Bank shall from time to time require or agree to accept (including any type of electronic form or means of communication and through Bank’s proprietary online system). Inquiries, communications and instructions (whether written, facsimile or in other electronic form approved by Bank) regarding a Credit, each Application and this Agreement are each referred to herein as “**Instructions**”. Bank’s records of the content of any Instruction will be conclusive.

2. Applicant’s Reimbursement and Payment Obligations and Terms.

(a) Drawings; Charges. For each Credit payable or purporting to be payable in Dollars (and for Credits payable in a currency other than Dollars, Section 2(b) shall also apply), Applicant shall, as to clause (i) below, reimburse Bank, and as to all other clauses below, pay Bank, and in each case reimburse or pay in Dollars unless otherwise specified in Section 2(b):

- (i) the amount of each drawing paid by Bank under the Credit on the same Business Day such drawing is paid by Bank, if under a sight draft or demand presentation paid by Bank under such Credit, and at least one Business Day prior to the date when payment is to be made under a time draft (or acceptance relating thereto) or deferred payment obligation;
- (ii) commissions, fees and charges in respect of the Credit (including, commissions and fees for issuance, correspondent bank fees, transfer, assignment of proceeds, amendments and drawings and of any adviser, confirming institution or entity or other nominated person), at such rates, amounts and times as Bank and Applicant shall mutually agree, including such agreed-upon issuance fees or commissions as may be set forth in **Schedule 1** hereto, which fees and commissions may be modified by Bank from time to time effective upon Bank’s delivery of a new Schedule 1 to Applicant and Applicant’s continued use of services; or if no agreement, the rates then customarily charged by Bank (the rates customarily charged by Bank as of the date of this Agreement are set forth in **Schedule 2** hereto, which rates are subject to change in Bank’s sole discretion without notice to Applicant; provided however, Applicant may request such customary rates from Bank at any time);
- (iii) interest on each amount payable under this Agreement for each day from and including the date such payment is due through the date of payment, on demand, at a rate per annum (calculated on the basis of a 360-day year for the actual number of days elapsed) equal to the lesser of (A) the Prime Rate plus 4% and (B) the highest rate permitted by applicable law;
- (iv) Bank’s charges, costs and expenses (including the reasonable legal fees, charges and disbursements of any counsel) incurred in connection with the protection or enforcement of Bank’s rights under this Agreement and any correspondent’s charges, with interest from the date paid or incurred by Bank through the date of payment by Applicant, on demand, at a rate per annum (calculated on the basis of a 360-day year for the actual number of days elapsed) equal to the lesser of (A) the Prime Rate plus 4% and (B) the highest rate permitted by applicable law; and
- (v) if as a result of any Change in Law, Bank determines that the cost to Bank of issuing or maintaining any Credit is increased, or any amount received or receivable by Bank under this Agreement is reduced, or Bank is required to make any payment in connection with any transaction contemplated hereby, then such additional amount or amounts, on demand, as Bank determines will compensate Bank for such increased cost, reduction or payment.

(b) Foreign Currency Credits; Drawings; Charges.

- (i) Bank shall compute the Dollar Equivalent of the maximum stated amount of each applicable Credit at the Applicable Rate of Exchange on certain dates, which may include on the issuance date and at such additional dates as customarily employed by Bank for such purposes.
- (ii) If the amount drawn or demanded to be paid under any Credit is not in Dollars, Applicant agrees to reimburse or pay under Section 2(a) in the applicable non-Dollar currency of the Credit. Notwithstanding the foregoing, Bank

may require or permit Applicant to reimburse or pay under Section 2(a) in the Dollar Equivalent of such amount computed at Bank's Applicable Rate of Exchange. Applicant bears all risk of loss due to fluctuation of the Applicable Rate of Exchange from the time Bank issues a Credit until the time Applicant reimburses Bank for drawings paid under a Credit.

- (iii) Subject to 2(b)(i), fees, commissions and charges related to any Credit are to be paid in Dollars. Bank may require or permit Applicant to pay such fees, commissions and charges in the Dollar Equivalent of such amount computed at Bank's Applicable Rate of Exchange.
- (c) **Immediately Available Funds; No Withholding.** All reimbursements and payments shall be made in immediately available funds, free and clear of and without deduction for any present or future Taxes, set-off or other liabilities, at such time and to such location as Bank may designate from time to time. Applicant shall pay all withholding, stamp and other Taxes imposed by any taxing authority in any jurisdiction on reimbursement or payment under any Credit and this Agreement, and shall indemnify Bank against all liabilities, costs, claims and expenses resulting from Bank having to pay or from any omission to pay or delay in paying any such Tax.
- (d) **Automatic Debit and Set-Off.** Bank is hereby authorized and may (but shall not be required to), without demand for reimbursement or payment or notice to Applicant, and in addition to any other right of set-off that Bank may have, debit any account or accounts maintained by Applicant with any office of Bank (now or in the future) and set-off and apply (i) any balance or deposits (general, special, time, demand, provisional, final, matured, unmatured, contingent or absolute) in the account(s) irrespective of any applicable early termination or other fees resulting from such liquidation, all of which Applicant shall bear and (ii) any sums due or payable from Bank, to the payment of any and all Obligations owed by Applicant to Bank.
- (e) **Obligations Absolute.** Applicant's reimbursement and payment obligations under this Section 2 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:
 - (i) any lack of validity, enforceability or legal effect of any Application, Credit or amendment thereto, this Agreement, any guaranty, agreement or document relating to any of the foregoing or any term or provision therein or herein;
 - (ii) any payment against presentation of any draft, demand or claim for payment under any Credit or other document (including by electronic transmission such as SWIFT, electronic mail, facsimile, or computer generated telecommunication) presented for purposes of drawing under any Credit (individually, a "**Drawing Document**" and collectively, the "**Drawing Documents**") that fails to comply with the terms of the applicable Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person purporting to be a successor or transferee of the beneficiary of such Credit;
 - (iii) Bank acting based upon an Instruction that it in good faith believes to have been given by a Person authorized to give such Instruction;
 - (iv) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation;
 - (v) any delay in giving or failing to give notice (irrespective of whether notice is required);
 - (vi) Bank or any of its branches or affiliates being the beneficiary of any Credit;
 - (vii) any breach of contract between the beneficiary and Applicant or among any of the parties to the underlying transaction;
 - (viii) the existence of any claim, set-off, defense or other right that Applicant or any other Person may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, Bank or any other Person;
 - (ix) payment to any presenting bank (designated or permitted by the terms of the applicable Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;
 - (x) honor after the expiration date of a Credit of any presentation made thereunder on or prior to such expiration date;
 - (xi) honor of a presentation that is subsequently determined by Bank to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons;
 - (xii) Bank acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable where it has issued, confirmed, advised or negotiated such Credit, as the case may be; or
 - (xiii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section, constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, the Obligations, whether against Bank, the beneficiary or any other Person;

provided that subject to Section 4(b), the foregoing shall not release Bank from such liability to Applicant as may be finally determined in a binding arbitration proceeding brought by Applicant pursuant to Section 11 (or as may be judicially determined in a final, non-appealable judgment by a court of competent jurisdiction pursuant to the last sentence of Section 11) against Bank following reimbursement and/or payment of the Obligations.

3. Applicant's Responsibility. Applicant is responsible for the final text of the Credit as issued by Bank, irrespective of any assistance Bank may provide such as drafting or recommending text or by Bank's use or refusal to use text submitted by Applicant. Applicant understands that the final form of any Credit may be subject to such revisions and changes to the Credit language consistent with Bank's customary practices for letter of credit issuance as are deemed necessary or appropriate by Bank and Applicant hereby consents to such revisions and changes. Applicant is solely responsible for the suitability of the Credit for Applicant's purposes. If Applicant requests Bank to issue a Credit for an affiliated third party ("**Account Party**"), (a) Account Party shall have no rights against Bank; (b) Applicant shall be responsible for the Application and obligations under this Agreement; and (c) communications (including notices) related to the respective Credit shall be between Bank and Applicant. Applicant will examine the copy of the Credit and any other documents sent by Bank in connection with the Credit and shall promptly notify Bank (not later than three Business Days following Applicant's receipt of the applicable documents from Bank) of any non-compliance with Applicant's Instructions and of any discrepancy in any document under any presentment or other irregularity. To the extent commercially reasonable and in accordance with applicable law and Standard Letter of Credit Practice, Bank will assist Applicant in correcting the Credit for any non-compliance with Applicant's Instructions and any other irregularity. Applicant understands and agrees that Bank is not required to extend the expiration date of any Credit for any reason. With respect to any Credit containing an "automatic amendment" to extend the expiration date of such Credit, Bank may give or refrain from giving notice of non-extension of such Credit. If Applicant does not at any time want the then current expiration date of such Credit to be extended, Applicant will so notify Bank at least 15 calendar days before Bank is required to notify the beneficiary of such Credit or any advising bank of such non-extension pursuant to the terms of such Credit.

4. Indemnification; Limitation of Liability.

(a) Indemnification. Applicant agrees to indemnify and hold harmless Bank (including Bank's branches and affiliates), its correspondents and each of their respective directors, officers, employees, attorneys and agents (each, including Bank, an "**Indemnified Person**") from and against any and all claims, suits, judgments, liabilities, losses, fines, damages, penalties, interest, costs and expenses (including expert witness fees and reasonable legal fees, charges and disbursements of any counsel and all expenses of arbitration or litigation and in preparation thereof), which may be incurred by or awarded against any Indemnified Person ("**Costs**"), and which arise out of or in connection with, or as a result of:

- (i) any Credit or any pre-advice of its issuance;
- (ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any Indemnified Person in connection with any Credit;
- (iii) any action or proceeding arising out of, or in connection with, any Credit or this Agreement (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Credit, or for the wrongful dishonor of, or honoring a presentation under, any Credit;
- (iv) any independent undertakings issued by the beneficiary of any Credit;
- (v) any unauthorized Instruction or error, omission, interruption, or delay, whether transmitted by mail, courier, computer, electronic transmission, SWIFT, or any other telecommunication including communications through a correspondent;
- (vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;
- (vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Credit proceeds or holder of an instrument or document;
- (viii) the fraud, forgery or illegal action of parties other than the Indemnified Person;
- (ix) any prohibition on payment or delay in payment of any amount payable by Bank to the appropriate party of a Credit arising out of Financial Crime Laws;
- (x) Bank's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;
- (xi) any foreign language translation provided to Bank in connection with any Credit;
- (xii) any foreign law or usage as it relates to Bank's issuance of a Credit in support of a foreign guaranty including the expiration of such guaranty after the related Credit expiration date and any resulting drawing paid by Bank in connection thereto; or
- (xiii) the acts or omissions, whether rightful or wrongful, of any present or future *de jure* or *de facto* governmental or regulatory authority or cause or event beyond the control of such Indemnified Person;

provided that such indemnity shall not be available to any Person claiming indemnification under clauses (i) through (xiii) above to the extent that such Costs are found in a binding arbitration proceeding brought by Applicant pursuant to

Section 11 (or as may be judicially determined in a final, non-appealable judgment by a court of competent jurisdiction pursuant to the last sentence of Section 11) to have resulted directly from the gross negligence or willful misconduct of the Indemnified Person claiming indemnity. Applicant agrees to pay Bank on demand from time to time all amounts owing under this Section. If and to the extent that the Obligations of Applicant under this Section are unenforceable for any reason, Applicant agrees to make the maximum contribution to the Costs permissible under applicable law. This indemnity provision shall survive termination of this Agreement and all Credits.

- (b) Limitation of Liability; Direct Damages.** The liability of Bank (or any other Indemnified Person) under, in connection with and/or arising out of this Agreement, any Application, or any Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Applicant that are caused directly by Bank's gross negligence or willful misconduct in (i) honoring a presentation under a Credit that on its face does not at least substantially comply with the terms and conditions of such Credit; (ii) failing to honor a presentation under a Credit that strictly complies with the terms and conditions of such Credit; or (iii) retaining Drawing Documents presented under a Credit. Applicant's aggregate remedies against Bank and any Indemnified Person for wrongfully honoring a presentation under any Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Applicant to Bank in respect of the honored presentation in connection with such Credit under Section 2, plus interest.
- (c) No Punitive Damages.** Notwithstanding anything to the contrary in this Agreement, neither Bank nor any other Indemnified Person shall, under any circumstances whatsoever, be liable in contract, tort or otherwise for any punitive, exemplary, consequential, indirect or special damages or losses of any nature whatsoever regardless of whether or not Bank or any other Indemnified Person shall have been advised of the possibility thereof or the form of action in which such damages or losses may be claimed. Applicant shall take action to avoid and mitigate the amount of any damages claimed against Bank or any other Indemnified Person, including by enforcing its rights in the underlying transaction. Any claim by Applicant under or in connection with this Agreement or any Credit shall be reduced by an amount equal to the sum of (X) the amount (if any) saved by Applicant as a result of the breach or alleged wrongful conduct complained of and (Y) the amount (if any) of the loss that would have been avoided had Applicant taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Bank to effect a cure.
- (d) No Responsibility or Liability.** Without limiting any other provision of this Agreement, Bank and each other Indemnified Person (if applicable) shall not be responsible to Applicant for, and/or Bank's rights and remedies against Applicant and the Obligations shall not be impaired by:
- (i) honor of a presentation under any Credit that on its face substantially complies with the terms and conditions of such Credit, even if the Credit requires strict compliance by the beneficiary;
 - (ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;
 - (iii) acceptance as a draft of any written or electronic demand or request for payment under a Credit, even if nonnegotiable or not in the form of a draft, and/or Bank may disregard any requirement that such draft, demand or request bear any or adequate reference to the Credit;
 - (iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than Bank's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Credit);
 - (v) acting upon any Instruction that it in good faith believes to have been given by a Person authorized to give such Instructions;
 - (vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation;
 - (vii) any delay in giving or failing to give notice (irrespective of whether notice is required) to Applicant;
 - (viii) any acts, omissions or fraud by, or the solvency of, any beneficiary, any nominated person or entity or any other Person;
 - (ix) any breach of contract between the beneficiary and Applicant or among any of the parties to the underlying transaction;
 - (x) assertion or waiver of any provision of the ISP, UCP or eUCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;
 - (xi) payment to any presenting bank (designated or permitted by the terms of the applicable Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

- (xii) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where it has issued, confirmed, advised or negotiated such Credit, as the case may be;
- (xiii) honor of a presentation after the expiration date of any Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by Bank if subsequently Bank or any court or other finder of fact determines such presentation should have been honored;
- (xiv) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or
- (xv) honor of a presentation that is subsequently determined by Bank to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

5. Representations and Warranties. Applicant hereby represents and warrants to Bank that the following matters are true and correct in all respects (all of which representations and warranties will be repeated as true and correct as of the date of each new Application submitted by Applicant to Bank and as of the date of issuance of any Credit requested in each such Application):

- (a) **Legal Status.** If not a natural person, Applicant is duly organized or formed, validly existing and (to the extent applicable under the laws of the relevant jurisdiction) in good standing under the laws of the jurisdiction of its organization or formation, and is duly qualified or licensed to do business (and in good standing as a foreign corporation or entity, if applicable) in all jurisdictions in which such qualification or licensing is required or in which the failure to so qualify or to be so licensed could have a material adverse effect on Applicant.
- (b) **Power and Authority.** Applicant has the requisite power and authority to execute and deliver this Agreement and each Application and to perform and observe the terms and conditions stated herein and therein, and, if not a natural person, Applicant has taken all necessary corporate or other action to authorize its execution, delivery and performance of this Agreement and each Application.
- (c) **Valid and Binding Obligation.** This Agreement constitutes, and each Application when signed and delivered by Applicant to Bank will constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and similar laws of general application affecting the rights of creditors and to general principles of equity.
- (d) **No Violation or Breach.** Applicant's execution, delivery and performance of this Agreement and each Application and the payment of all sums payable hereunder and thereunder do not and will not: (i) violate or contravene (A) if Applicant is not a natural person, its charter, bylaws or other organizational documents; (B) any order, writ, law, treaty, rule, regulation or determination of any Governmental Authority (domestic or foreign), in each case applicable to or binding upon it or any of its property; or (ii) result in the breach of any provision of, or in the imposition of any lien or encumbrance under, or constitute a default or event of default under, any agreement or arrangement to which it is a party or by which it or any of its property is bound, the contravention of which agreement or arrangement would have a material adverse effect on Applicant.
- (e) **Licenses and Approvals.** With respect to each Application for a Credit to cover the shipment or sale of goods, Applicant has obtained or will obtain, prior to submission of such Application to Bank, all import, export and/or shipping licenses and other governmental approvals required in connection with the transaction(s) contemplated thereby or the issuance by Bank of any Credit for the account of Applicant pursuant to such Application and this Agreement. No authorization, approval or consent of, or notice to or filing with, any Governmental Authority is required to be made in connection with the execution and delivery by Applicant of this Agreement or any Application or the issuance by Bank of any Credit for the account of Applicant pursuant to this Agreement and related Application.
- (f) **Compliance with Laws.** No Application, Credit, party (including any Account Party), transaction, payment, or reimbursement under any Application and/or Credit will contravene any laws, treaties, rules or regulations of any Governmental Authority, including any foreign exchange control laws or regulations, or currency reporting laws and regulations, now or hereafter applicable. Applicant is in compliance with all applicable laws and regulations, except for any noncompliance that could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, operations, property or financial condition of Applicant.
- (g) **Financial Crime Laws.** Applicant, any Account Party, and any officer, director, or agent acting on behalf of the foregoing are not a Sanctioned Person. Applicant and any Account Party are in compliance with Financial Crime Laws. No Application, Credit or transaction under any Application and/or Credit will contravene any Financial Crime Laws or cause Bank to be in breach of any Financial Crime Laws. To the best of Applicant's knowledge, based on due care and inquiry, there is no action, suit, proceeding or investigation against Applicant or any Account Party with respect to an alleged breach of Financial Crime Laws. Applicant has implemented and maintained and complies with policies, procedures and controls reasonably designed to ensure that both Applicant and any Account Party are in compliance with Financial Crime Laws. Applicant shall not reimburse or pay Bank with proceeds, or provide as collateral any property, that is directly or indirectly derived from any transaction or activity that is prohibited by Financial Crime Laws, or that otherwise could cause Bank to be in violation of Financial Crime Laws.

- (h) **No Default Under Applicant's Other Agreements.** Applicant is not in default under any agreement, obligation or duty to which it is a party or by which it or any of its property is bound, which could have a material adverse effect on Applicant.
- (i) **No Arbitration Proceeding or Litigation.** There is no pending or to the knowledge of Applicant, threatened arbitration proceeding, litigation or action which may materially adversely affect its financial condition or business or which purports to affect the validity or enforceability of this Agreement, any Application, or any Credit or any transaction related to any Credit.
- (j) **Filed All Tax Returns and Paid All Taxes.** Applicant has filed all required tax returns, and all Taxes, assessments and other governmental charges due from it have been fully paid, except for Taxes which are being contested in good faith. Applicant has established on its books reserves adequate for the payment of all federal, state and other income tax liabilities, including those being contested in good faith.
- (k) **Financial Statements.** The financial statements most recently furnished to Bank (if required to be furnished to Bank) by Applicant are complete and correct and fairly present in all material respects the financial condition of Applicant as at the date of such financial statements in accordance with generally accepted accounting principles, and there has been no material adverse change in Applicant's business, condition (financial or otherwise) or results of operation since the date of Applicant's most recent annual financial statements.

6. **Covenants.** Applicant hereby agrees and covenants to do the following:

- (a) **Compliance with Laws.** Comply with all federal, state and foreign exchange regulations and other laws and regulations of any Governmental Authority, including all Financial Crime Laws now or hereafter applicable to Applicant, this Agreement, any Application or any party (including any Account Party), transactions, payments, or reimbursement under or in connection with any Application and/or Credit.
- (b) **Use of Proceeds.** Applicant will not request that Bank issue a Credit to a Sanctioned Person. Applicant will not, directly or indirectly, use or facilitate the use by any other Person (including any Account Party) of any Credit (i) to fund any activities or business of, or with, any Sanctioned Person or that would be prohibited by Financial Crime Laws or (ii) in any other manner that would cause Bank to be in breach of any Financial Crime Laws. Applicant and Guarantor will not pay amounts to Bank hereunder with proceeds derived from any transaction that would be prohibited by Financial Crime Laws or would otherwise cause Bank to be in breach of any Financial Crime Laws. Applicant shall notify Bank in writing not more than one Business Day after first becoming aware of any breach of this section.
- (c) **Keep Adequate Books and Records.** Keep adequate records and books of account in which complete entries will be made in accordance with accounting principles acceptable to Bank, consistently applied, reflecting all of Applicant's financial transactions.
- (d) **Permit Visits by Bank.** Permit Bank's employees or representatives from time to time, during customary business hours and after giving reasonable prior written notice, to visit and inspect Applicant's properties, inspect, review and make copies of such books, records and files as reasonably requested by Bank, and discuss with Applicant, or if Applicant is not a natural person, Applicant's executives, Applicant's business, assets, liabilities, indebtedness, financial condition and results of operations.
- (e) **Agreement to Deliver Evidence of Authority.** Duly complete, execute and promptly deliver to Bank concurrent with the execution of this Agreement, duly executed evidence of authority, in a form deemed acceptable to the Bank, certifying Applicant's capacity and authority to execute this Agreement and the transactions contemplated hereby on behalf of Applicant.
- (f) **Quarterly Financial Statements.** As soon as available and in any event within 90 days after the end of each fiscal quarter, deliver to Bank (if requested to be delivered to Bank) Applicant's unaudited quarterly balance sheet/financial statement as of the end of such fiscal quarter.
- (g) **Annual Financial Statements.** As soon as available and in any event within 120 days after the end of each fiscal year, deliver to Bank (if requested to be delivered to Bank) Applicant's audited year-end balance sheet/financial statement as of the end of such fiscal year.
- (h) **Other Information.** Deliver to Bank such other information (financial or otherwise) as Bank may from time to time request.
- (i) **Further Assurances.** At Applicant's costs and expense, execute and deliver to Bank such additional certificates, instruments, documents and/or agreements and take such additional action as may be reasonably requested by Bank to enable Bank to issue any Credit pursuant to this Agreement and related Application, to protect, exercise and/or enforce Bank's rights and interests under this Agreement and/or to give effect to the terms and provisions of this Agreement or any Application.

7. **Events of Default.** Each of the following shall be an “Event of Default” under this Agreement:

- (a) **Failure to Reimburse or Pay.** The failure by Applicant or any Person that has guaranteed or provided credit or collateral support for all or any part of the Obligations (each such Person, a “Guarantor”) to reimburse or pay any principal, interest, fee or other amount when due under or in connection with this Agreement or any Credit.
- (b) **Breach of Representation and Warranty.** Any representation, warranty, certification or statement made or furnished by Applicant or Guarantor under or in connection with this Agreement or any Application or as an inducement to Bank to issue a Credit shall be false, incorrect or incomplete in any material respects when made.
- (c) **Failure to Perform or Observe Covenants.** Applicant's or Guarantor's failure to perform or observe any term, covenant or agreement contained in this Agreement (other than those referred to in subsections (a) and (b) of this Section), or the breach of any other obligation owed by Applicant or Guarantor to Bank, and with respect to any such failure or breach that by its nature can be cured, such failure or breach shall continue or remain unremedied for 30 calendar days after such failure or breach occurs.
- (d) **Defaults with Other Bank Agreements.** The occurrence and continuance of any default or defined event of default under any other agreement, document or instrument signed or made by Applicant or Guarantor with or in Bank's favor.
- (e) **Insolvency Proceedings, Etc.** Applicant or Guarantor institutes or consents to the institution of any proceeding under any Bankruptcy Law; or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Applicant or such Guarantor, as the case may be, and the appointment continues undischarged, undismissed or unstayed for 60 calendar days; or any proceeding under any Bankruptcy Law relating to Applicant or Guarantor or to all or any material part of its property is instituted without the consent of Applicant or such Guarantor, as the case may be, and continues undischarged, undismissed or unstayed for 60 calendar days; or an order for relief is entered in any such proceeding.
- (f) **Inability to Pay Debts.** Applicant or Guarantor becomes unable or admits in writing its inability or fails generally to pay its debts as they become due.
- (g) **Death; Legal Incompetency, etc.** If Applicant or Guarantor or any general partner or member of Applicant or any such Guarantor is a natural person, the death or judicial declaration of incompetency of Applicant, any such Guarantor or any such general partner or member.
- (h) **Sale of Assets; Reorganization or Merger; Dissolution.** There shall occur in one or a series of transactions: (i) the sale, assignment or transfer of all or a substantial portion of the assets of Applicant or of Guarantor; (ii) a reorganization, merger, consolidation, change in any ownership of more than 25% of the voting capital stock (or partnership capital, net worth or such similar applicable equivalent), or acquisition (directly or indirectly) of the power to direct or cause the direction of the management or policies of Applicant or Guarantor (or the making of any agreement therefor) shall occur without the prior written consent of Bank; or (iii) the dissolution, cancellation or termination of Applicant or Guarantor.
- (i) **Default of Third Party Indebtedness.** Applicant's or Guarantor's failure to pay or perform when due any indebtedness or other obligation Applicant or such Guarantor has to any Person other than Bank if such failure gives the payee of such indebtedness or the beneficiary of the performance of such obligation the right to accelerate the time of payment of such indebtedness or the performance of such obligation.
- (j) **Material Adverse Change.** Any material adverse change occurs in Applicant's or Guarantor's business, assets, financial condition or prospects.
- (k) **Levy or Attachment.** The service of a notice of levy and/or of a writ of attachment or execution, or other like process, against the assets of Applicant or Guarantor.
- (l) **Judgment.** The filing of a notice of judgment lien against Applicant or Guarantor; or the recording of any abstract of judgment against Applicant or Guarantor in any county in which Applicant or such Guarantor has an interest in real property; or the entry of a judgment against Applicant or Guarantor.
- (m) **Detriment to Collateral.** Any party with a material interest in any collateral given to secure the reimbursement or other payment obligations subject to this Agreement shall fail to comply with the requirements of the laws, rules, regulations and orders of any Governmental Authority applicable to and materially affecting such collateral, or any officer, director, or agent acting on behalf of Applicant or Guarantor is a Sanctioned Person, or performs or engages in any act or series of acts that Bank reasonably believes could constitute a violation of Financial Crime Laws.

8. **Remedies.** Upon the occurrence and during the continuance of any Event of Default:

- (a) On the Business Day following the date on which Applicant receives notice from Bank demanding deposit of cash collateral, Applicant will deposit into an account (which may be non-interest bearing) established and maintained with Bank (“Collateral Account”) an amount in cash equal to 105% of the undrawn amounts and any amounts drawn but not reimbursed of all outstanding Credits on such date and shall execute such other agreements in form and substance

satisfactory to Bank as Bank may deem advisable to give Bank a first priority perfected security interest therein; *provided* that the obligation to deposit such cash collateral will become effective immediately, without any demand or notice of any kind, upon the occurrence of the Event of Default described in Section 7(e). Applicant hereby grants to Bank, for its benefit, and as collateral security for the Obligations and performance by Applicant of all the terms, covenants and agreements to be performed under this Agreement or any document delivered in connection with this Agreement, a security interest in, all of Applicant's right, title and interest in, to and under, whether now or hereafter existing or arising, any such Collateral Account established by Bank pursuant to this clause (a) and all amounts on deposit therein and all certificates and instruments, if any, from time to time evidencing any of the foregoing, together with all proceeds of and all amounts received or receivable under any and all of the foregoing.

- (b) The full undrawn amount of each Credit, together with any additional amounts payable hereunder, shall, at Bank's option, become due and payable immediately without demand upon or notice to Applicant; provided that in the case of any Event of Default specified in Sections 7(e) or (f), the amount of each Credit, together with any additional amounts payable hereunder, shall, automatically and without any notice to Applicant or any other act by Bank, become immediately due and payable; and
- (c) Bank may exercise from time to time any of the rights, powers and remedies available to Bank under this Agreement, under any other documents now or in the future evidencing or securing any of the Obligations or under applicable law, and all such remedies shall be cumulative and not exclusive.

With respect to Bank's exercise of any of the foregoing rights, powers and/or remedies, Applicant hereby waives presentment, protest, dishonor, notice of dishonor, demand, notice of protest, notice of non-payment, notice of acceptance of this Agreement and any other notice or demand of any kind from Bank.

9. Subrogation. Bank, at its option, shall be subrogated to Applicant's rights against any Person who may be liable to Applicant on any transaction or obligation underlying any Credit, to the rights of any holder in due course or Person with similar status against Applicant, and to the rights of any beneficiary or any successor or assignee of any beneficiary.

10. Governing Law; ISP; UCP; eUCP; Standard Letter of Credit Practice. This Agreement and each Credit shall be governed by and construed in accordance with (a)(i) in the case of each Credit, the substantive laws of the jurisdiction specified in the applicable Credit, or if no governing law is so specified, the substantive laws of the jurisdiction of the office of Bank that issued the applicable Credit and (ii) in the case of this Agreement, the substantive laws of the jurisdiction of the office of Bank that issued the applicable Credit (as applicable, the "**Jurisdiction**"), in either case, including the Uniform Commercial Code as in effect from time to time in such Jurisdiction (the "**UCC**"), but excluding any choice of law rules that would apply the law of a different jurisdiction and (b) the ISP or UCP, as set forth in each Credit, which is, as applicable, incorporated herein by reference into this Agreement and which shall control (to the extent not prohibited by the law of the Jurisdiction) in the event of any inconsistent provisions of such law. Unless Applicant specifies otherwise in its Application for a Credit, Applicant agrees that Bank may issue a Credit subject to the ISP, UCP or eUCP. Any Credit issued subject to eUCP is also subject to UCP. Bank's privileges, rights and remedies under the ISP or UCP shall be in addition to, and not in limitation of, its privileges, rights, and remedies expressly provided for herein. The ISP and UCP shall serve, in the absence of proof to the contrary, as evidence of Standard Letter of Credit Practice with respect to matters covered therein. Bank shall be deemed to have acted with due diligence and reasonable care if Bank's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement. To the extent permitted by applicable law, (i) this Agreement shall prevail in case of conflict between this Agreement, the UCC and/or Standard Letter of Credit Practice; (ii) the ISP shall prevail in case of conflict between the ISP and the UCC or other Standard Letter of Credit Practice if the Credit is governed by the ISP; (iii) the UCP and the eUCP shall prevail in case of a conflict between the UCP or eUCP, as applicable, and the UCC or other Standard Letter of Credit Practice if the Credit is governed by the UCP or eUCP, as applicable; and (iv) the eUCP shall prevail in the event of a conflict between the eUCP and the UCP if the Credit is governed by the eUCP.

11. Arbitration. Applicant and Bank hereby agree, upon demand by either Party, whether made before the institution of a judicial proceeding or not more than 60 calendar days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto or any amendment to any of the above, to submit to binding arbitration of all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of, or relating in any way to, (a) any Credit, any Application or this Agreement and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination or (b) either Party's performance and/or obligations thereunder or in connection therewith; provided, however, Applicant and Bank hereby agree that, notwithstanding the foregoing, each Party retains the right to pursue in small claims court any dispute within that court's jurisdiction. Such arbitration shall be administered by the American Arbitration Association ("**AAA**") under its rules applicable to arbitration and judgment on the award rendered may be entered in any court having jurisdiction thereof. The Parties agree that this Agreement is a "contract evidencing a transaction involving commerce" within the meaning of the Federal Arbitration Act (Title 9 of the United States Code), and any arbitration shall be governed by the provisions of such Federal Arbitration Act. The arbitrator(s) shall resolve all disputes in accordance with the UCP, the eUCP or the ISP (if the Credit is issued pursuant to the UCP, the eUCP or the ISP), Standard Letter of Credit Practice and governing law specified in Section 10, and may grant any remedy or relief allowed under such governing law except as limited by Section 4(b). The arbitration shall take place in any city located in the Jurisdiction, notwithstanding any AAA rule to the contrary. This arbitration provision shall survive termination of this Agreement or any Credit or Application related thereto. Any dispute that is required to be brought in court must be brought in state or federal court located in the Jurisdiction.

12. Consent to Jurisdiction and Venue. For the sole purpose of the last sentence of Section 11, and without waiving or modifying any of the mandatory arbitration provisions set forth in Section 11, in any proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement or any Credit issued in connection with this Agreement and Applicant's Application with respect to such Credit, Applicant hereby irrevocably submits to the nonexclusive jurisdiction of any state or federal court located in any county in the Jurisdiction and agrees not to raise any objection to the Jurisdiction or to the laying or maintaining of the venue of any such proceeding in the Jurisdiction. Applicant agrees that service of process in any such proceeding may be duly effected upon it by mailing a copy thereof, by certified mail, postage prepaid, to it at its address set forth in Section 16. Applicant agrees not to bring any action or proceeding against Bank that arises under or in connection with this Agreement or any Credit in any court not described in the first sentence of this paragraph or in any arbitral forum not described in Section 11.

13. Judgment Currency.

- (a) If, for the purpose of obtaining or enforcing judgment against Applicant in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter referred to as the "**Judgment Currency**") an amount due under this Agreement or any Credit in any currency (the "**Obligation Currency**") other than the Judgment Currency, the conversion shall be made at the Applicable Rate of Exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the case of any proceeding in the courts of any other jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the applicable date as of which such conversion is made being hereinafter referred to as the "**Judgment Conversion Date**").
- (b) If, in the case of any proceeding in the court of any jurisdiction referred to in clause (a) above, there is a change in the Applicable Rate of Exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, Applicant shall pay such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the Applicable Rate of Exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the Applicable Rate of Exchange prevailing on the Judgment Conversion Date.

14. WAIVER OF JURY TRIAL. FOR THE SOLE PURPOSE OF THE LAST SENTENCE OF SECTION 11, AND WITHOUT WAIVING OR MODIFYING ANY OF THE MANDATORY ARBITRATION REQUIREMENTS AND PROVISIONS SET FORTH IN SECTION 11, TO THE EXTENT PERMITTED BY APPLICABLE LAW, APPLICANT AND WHEN IT ISSUES ANY CREDIT, BANK KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR ANY CREDIT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN) OR ACTIONS OF APPLICANT OR BANK WITH RESPECT THERETO. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BANK TO ISSUE ANY CREDIT.

15. Bankruptcy and Forfeiture Reinstatement. If any consideration transferred to Bank in payment of, or as collateral for, or in satisfaction of the Obligations, shall be voided in whole or in part as a result of (a) a subsequent bankruptcy or insolvency proceeding; (b) any forfeiture or seizure action or remedy; (c) any fraudulent transfer or preference action or remedy; or (d) any other civil, criminal or equitable proceeding or remedy, then Bank's claim to recover the voided consideration shall be a new and independent claim arising under this Agreement and shall be jointly and severally due and payable immediately by Applicant.

16. Notices. Unless otherwise expressly provided herein, all notices, Instructions, approvals, requests, demands, consents and other communications provided for hereunder (collectively, "**Notices**") shall be in writing (including by facsimile or other electronic transmission approved by Bank). All Notices shall be sent by regular U.S. mail or certified mail prepaid, by facsimile or other electronic transmission approved by Bank, by hand delivery, by *Federal Express* (or other comparable domestic or international delivery service) prepaid to the applicable address, facsimile number or electronic mail address set forth on the signature page hereof in the case of Applicant. All Notices to Bank shall be directed to the office of Bank issuing the applicable Credit and, if Bank approves of receiving Notices by email, to the email address of Bank provided from time to time by Bank to Applicant. Bank may, but shall not be obligated to, require authentication of any electronic transmission. Notices sent by hand, *Federal Express* (or other comparable domestic or international delivery service) or certified mail shall be deemed to have been given when received; Notices sent by regular U.S. mail shall be deemed to have been received five days after deposit into the U.S. mail; and Notices sent by facsimile or other electronic transmission shall be deemed to have been given when sent and receipt has been confirmed. Applicant or Bank may change its address for Notices by notifying the other of the new address in any manner permitted by this Section.

17. Waiver and Amendments. No modification, amendment or waiver of, or consent to any departure by Applicant from, any provision of this Agreement will be effective unless made in a writing signed by Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Bank's consent to any amendment, waiver or modification does not mean that Bank will consent or has consented to any other or subsequent Instruction to amend, modify or waive a term of this Agreement or any Credit. No delay by Bank in exercising any of its rights or remedies shall operate as a waiver, nor shall any single or partial waiver of any right or remedy preclude any other further exercise of that right or remedy, or the exercise of any other right or remedy.

18. Successors and Assigns. This Agreement will be binding on Applicant's heirs, executors, administrators, legal representatives, successors and permitted assigns, and shall inure to the benefit of and be enforceable by Bank and its successors and assigns. Bank may assign this Agreement and its rights to reimbursement regarding any Credit, in whole or in part, without Applicant's consent. Applicant may not assign or transfer any of its interests, rights or remedies related to this Agreement or any Credit, in whole or in part, without the prior written consent of Bank. This Agreement shall not be construed to confer any right or benefit upon any Person other than Bank, any Indemnified Person and Applicant and their respective successors and permitted assigns, and no such Person shall be deemed a third-party beneficiary hereof.

19. Severability. Whenever possible, each provision of the Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

20. Multiple Role Disclosure. Bank and its respective affiliates are engaged in a broad range of financial services and may be acting in multiple roles that may involve interests that differ from those of Applicant and its respective affiliates. Such transactions and roles may involve Applicant, any of its affiliates as well as entities or persons and their affiliates which may be involved in transactions arising from or relating to any Credit issued under this Agreement and may be customers or competitors of Applicant or any of its affiliates. Applicant acknowledges and accepts that Bank and its affiliates may perform more than one role in relation to any Credit or transactions related to any Credit.

21. Existing Credits. All Credits, other than Direct Pay Credits, that were issued prior to the date of this Agreement for the account of Applicant ("**Existing Credits**") shall be deemed Credits under and subject to the terms of this Agreement, and this Agreement shall supersede any previous reimbursement agreements (however titled) that otherwise had governed or applied in respect of any Existing Credits.

22. Entire Agreement. This Agreement, Schedule 1, Schedule 2, any Application(s) accepted by Bank, and any other agreement, fee letter or fee schedule, document or instrument referred to herein, constitute the final, exclusive and entire agreement and understanding of, and supersede all prior or contemporaneous, oral or written, agreements, understandings, representations and negotiations between, the Parties relating to the subject matter of this Agreement, provided that this Agreement shall not supersede any reimbursement agreement (however titled) that has been entered into specifically with respect to any "direct pay" standby letter of credit or other similar standby letter of credit where the terms of such reimbursement agreement have been drafted to specifically address the particular attributes of, or the particular circumstances of the underlying transaction supported by, such standby letter of credit ("**Direct Pay Credits**").

23. Continuing Agreement. This Agreement is a continuing agreement and may not be terminated by Applicant except upon (a) 30 days' prior written notice of such termination by Applicant to Bank at the address set forth on the most recent Credit issued hereunder; (b) reimbursement and/or payment of all Obligations; and (c) the expiration or cancellation of all Credits issued hereunder. Notwithstanding the foregoing sentence, if a Credit is issued in favor of a sovereign or commercial entity, which is to issue a guarantee or undertaking on Applicant's behalf in connection therewith, or is issued as support for such a guarantee, Applicant shall remain liable with respect to such Credit until Bank is fully released in writing by such entity.

24. Cross-Collateralization Exclusion. Applicant acknowledges and agrees no deed of trust, mortgage, security deed or similar real estate collateral agreement, nor any security agreement, pledge, assignment or similar personal property collateral agreement provided to Bank by Applicant or any other party (collectively defined herein as "**Collateral Documents**" and each individually, a "**Collateral Document**") shall now or hereafter secure the Obligations of Applicant to Bank subject to this Agreement by reason of any cross-collateralization or similar provision purporting to generally expand the scope of obligations secured thereby to include the Obligations subject to this Agreement. For the elimination of doubt, unless specifically described as being secured thereby, no such Collateral Document shall secure the Obligations subject to this Agreement. Notwithstanding the foregoing, a statement in a Collateral Document specifically stating that it secures any letter of credit reimbursement obligations is sufficient for the Obligations subject to this Agreement to be secured thereby.

25. Joint and Several Liability. If this Agreement is signed by two or more Applicants:

- (a) each shall be deemed to make to Bank all the representations, warranties and covenants contained herein, and each shall be jointly and severally liable under this Agreement; and
- (b) each Applicant hereby waives any defense to its liability for reimbursement, payment and/or performance of the Obligations based upon or arising by reason of: (i) principles of suretyship or any disability or other defense of any other Applicant or any other Person; (ii) the cessation or limitation from any cause whatsoever, other than reimbursement and/or payment in full, of the liability of the other Applicant(s) or any other Person for the Obligations; (iii) any lack of authority of any officer, director, partner, agent or other Person acting or purporting to act on behalf of the other Applicant(s) or any defect in the formation of the other Applicant(s); (iv) any act or omission by Bank which directly or indirectly results in or aids the discharge of the other Applicant(s) by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Bank against the other Applicant(s); (v) any impairment of the value of any interest in any security for the payment and performance under this Agreement, including the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; or (vi) any

modification of the obligations or liabilities of the other Applicant(s) for the Obligations, including the renewal, extension, acceleration or other change in time for reimbursement or payment of, or other change in the terms of, the indebtedness of any Applicant for the Obligations, including increase or decrease of the rate of interest thereon.

Until all Obligations shall have been paid in full, no Applicant shall have any right of subrogation. Each Applicant hereby waives all rights and defenses it may have arising out of (A) any election of remedies by Bank, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for the Obligations, destroys its rights of subrogation or its rights to proceed against the other Applicant(s) for reimbursement, or (B) any loss of rights it may suffer by reason of any rights, powers or remedies of the other Applicant(s) in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Applicant's indebtedness for the Obligations. Until all Obligations shall have been paid in full, each Applicant hereby waives any right to enforce any remedy which Bank now has or may hereafter have against the other Applicant(s) or any other Person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Bank. Unless otherwise agreed by Bank, Bank in its discretion may accept an Application or seek or receive Instruction from, or give or send notice to, any Applicant regarding a Credit, including any amendment thereto or waiver of any discrepancy thereunder, and until Bank at the office at which the relevant Credit is issued actually receives written notice of revocation, each Applicant shall be bound by and hereby affirms the Instructions of the other.

26. Confidentiality.

- (a) Each of the Parties hereto agrees to keep this Agreement, Schedule 1, Schedule 2, any Application(s) accepted by Bank, any other agreement, fee letter or fee schedule, any documents provided hereunder and the services described herein confidential and not to disclose such information to any other individual or entity unless and only to the extent, (i) the prior written consent of the other Parties hereto is received; (ii) disclosure is mandated by applicable law, rule, order or regulation or required by Bank's examiners or regulators; (iii) required, in the sole judgment of Bank, in order for Bank to perform its obligations hereunder including to any correspondent bank, advising bank, nominated bank, negotiating bank, confirming bank and use of SWIFT in each case solely to process the Credits or to a party Bank sells, assigns, transfers or participates any rights and/or obligations hereunder; (iv) required by a Party to prevent illegal or fraudulent activities or in connection with the defense of any legal, arbitral, or comparable proceeding relating to this Agreement or the services performed hereunder; or (v) such information to be disclosed is generally available to the public other than as a result of the breach of this Agreement; provided, that nothing in this Section 26(a) shall prevent either Party from disclosing, subject to the terms and requirements of this Section 26, such information to such Party's subsidiaries, affiliates, officers, directors, employees, advisors, service providers, insurers, agents or auditors.
- (b) The Parties' obligations of confidentiality under this Section shall survive termination of this Agreement.
- (c) In the event disclosure is to be made subject to Sections 26(a)(ii) or (iv), prior to making any such disclosure the disclosing Party shall notify the other Party of the required disclosure, if allowed to do so pursuant to applicable law.

27. Interpretation. In this Agreement: (a) headings are included only for convenience and are not interpretative; (b) the term "including" means "including without limitation"; (c) references to actions Bank "may" take or omit to take mean "may in its sole discretion"; (d) unless the context requires otherwise, references herein to Sections or Schedules shall be construed to refer to sections of or schedules to this Agreement; and (e) references to any laws or rules include any amendments thereto or successor or replacement laws or rules.

28. Copies/Electronic Records. Bank may accept a photocopy, facsimile, electronically transmitted, or other reproduction of a signed copy of this Agreement and/or any Application (including a PDF version received via email) or an electronically executed copy of this Agreement and/or any Application (including via SWIFT or DocuSign) as the binding and effective record of this Agreement and/or any Application, in each case with the same effect as an original manually signed Agreement and/or any Application, whether or not an original manually signed Agreement and/or any Application is also received by Bank from Applicant. Applicant represents to Bank that the signature (whether a photocopy, facsimile, electronically transmitted copy or reproduction of an ink signature or an electronic signature) that appears on the Agreement and/or any Application that is transmitted by Applicant to Bank in any manner is intended by Applicant to authenticate the Agreement and/or any Application and evidence Applicant's agreement with its terms notwithstanding that such signature may not be an original manual signature. Applicant further agrees that any such Agreement and/or any Application received by Bank shall constitute an original document for all purposes, including establishing the provisions of the Agreement and/or any Application, shall be binding on and enforceable against Applicant, and shall be legally admissible under the best evidence rule.

29. Definitions. As used in this Agreement, in addition to the terms defined elsewhere in this Agreement, the following capitalized terms have the meanings ascribed to such terms:

"Anti-Corruption Laws" means: (a) the U.S. Foreign Corrupt Practices Act of 1977; (b) the U.K. Bribery Act 2010; and (c) any other applicable anti-corruption laws, regulations or ordinances in any jurisdiction where Applicant, any Account Party, or Guarantor is located or doing business.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which Applicant, any Account Party, or Guarantor is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record-keeping and reporting requirements related thereto.

"Applicable Rate of Exchange" means, with respect to a particular transaction, the applicable rate of exchange as determined in Bank's discretion. The applicable rate of exchange may be inclusive of mark-up. Mark-up is the spread that may be included as part of the rate in order

to compensate Bank for a number of considerations, which might include risks taken, costs incurred, and services rendered, as well as the amount of revenue it expects to earn on the transaction. Bank may consider various pricing factors in determining mark-up, including the nature of the specific transaction, and those associated with the broader customer relationship, as well as any relevant operating costs.

"Bankruptcy Law" means the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*), and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or any state thereof, or any other foreign or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks are authorized or required to close at the place where Bank is obligated to honor a presentation or otherwise act under a Credit.

"Change in Law" means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation or treaty; or (c) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the US or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Dollar" or "Dollars" means, at any time, the lawful currency of the United States of America.

"Dollar Equivalent" means for any amount, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount and (b) if such amount is expressed in any currency other than Dollars, the equivalent of such amount in Dollars as determined by Bank at such time in its sole discretion by reference to the most recent Applicable Rate of Exchange for such currency for the purchase of Dollars with such currency.

"eUCP" means, the Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation, Version 2.0, supplementing UCP 600 and any version or revision thereof accepted by Bank for use.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code of 1986 ("**Code**"), as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulation legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

"Financial Crime Laws" means collectively, Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank).

"ISP" means, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by Bank for use.

"Obligations" means all obligations and liabilities (including any interest and fees accruing after the filing of a petition or commencement of a case by or with respect to any Applicant seeking relief under any applicable Bankruptcy Laws and any fraudulent transfer and fraudulent conveyance laws, whether or not the claim for such interest or fees is allowed in such proceeding), including reimbursement and other payment obligations and liabilities, of Applicant to Bank arising under, or in connection with, this Agreement, including Section 4, any Application or any Credit, whether matured or unmatured, absolute or contingent, now existing or hereafter incurred.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"Prime Rate" means the rate of interest most recently announced within Bank at its principal office as its "Prime Rate", with the understanding that the Prime Rate is one of Bank's base rates and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as Bank may designate. Each change in the Prime Rate shall be effective from and including the date such change is announced as being effective. If the Prime Rate as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

"Sanction" or "Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, and anti-terrorism laws imposed, administered, or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Treasury Department Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) any other Governmental Authority with jurisdiction over Applicant, any Account Party, or Guarantor.

"Sanctioned Person" means any Person that is a target of Sanctions, including a Person that is, or is owned or controlled by a Person or acting on behalf of a Person that is: (a) listed on any list of the targets identified or designated pursuant to any Sanctions or (b) a Sanctions target pursuant to any territorial or country-based Sanctions program.

"Standard Letter of Credit Practice" means, for Bank, any domestic or foreign law or letter of credit practices applicable in the city in which Bank issued the applicable Credit or for its branch or correspondent, such laws and practices applicable in the city in which it has advised, issued, confirmed or negotiated such Credit, as the case may be. Such practices shall be (a) of banks that regularly issue Credits in the particular city and (b) required or permitted under the ISP, UCP or eUCP as chosen in the applicable Credit.

"Taxes" means all present and future taxes, fees, duties, levies, imposts, deductions, charges or withholdings of any kind (other than federal and state income taxes and franchise taxes imposed on Bank), and includes withholdings pursuant to or in connection with FATCA.

"UCP" means, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by Bank for use.

**Schedule 1 to Standby Letter of Credit Agreement
(Standard Version)**

Unless otherwise agreed in writing among Applicant and Bank with respect to different commissions, fees and charges for certain Credits, the commissions, fees and charges for Bank's issuance of a Credit, payable by Applicant to Bank pursuant to Section 2(a)(ii) shall include the non-refundable fees and commissions specified in the boxes checked below for the issuance, and if such Credit is extended or increased by Bank (whether by amendment, automatic increase or auto-extension), then such commissions, fees and charges shall be subject to possible modification at such time in Bank's sole discretion, in each case subject to Bank's standard minimum Dollar amount then in effect for any such activity and payable at such times indicated below or by such later date as may be specified in a bill if sent by Bank to Applicant (the "Commissions"). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Agreement.

(Choose Upfront or In Arrears)

X **Upfront.** Upfront Commissions in an amount equal to ***(choose ONE of the following)*** % per annum (computed on the basis of a 360 day year, actual days projected to elapse) of the maximum amount available for drawings under such Credit, calculated over the projected term thereof (up to the scheduled expiration date of such Credit or any extension thereof), **-OR-** flat Commissions equal to \$22,500, **-OR-** % of the maximum amount available for drawings under such Credit, with such Commissions payable at the time of issuance, extension or increase.*

In Arrears. In arrears Commissions in an amount equal to the daily maximum amount available to be drawn under such Credit times % (computed on a per annum basis, based on a 360-day year, actual days elapsed), with such Commissions determined by Bank in arrears on a ***(enter "quarterly" or "semi-annual")*** basis, calculated from the Credit issuance date (the "Commission Period")* and payable on ***(enter "first" or "last")*** day of the calendar Commission Period (first day of the calendar Commission Period is January, April, July or October**; last day of the calendar Commission Period is March, June, September or December**).

*Minimum as of the date of the Agreement is \$1,000 each year or portion of the year, as applicable. The specification of a minimum rate does not preclude an agreement between Bank and Applicant for a higher rate.

**If semi-annual is chosen then only two of the four months are applicable.

Schedule 2 to Standby Letter of Credit Agreement (Standard Version)

As referenced in Section 2(a)(ii), set forth below are rates customarily charged by Bank for certain activities or transactions as of the date of the Agreement, which customary rates apply unless otherwise agreed by Bank and Applicant. These rates are subject to change by Bank in its sole discretion without notice to Applicant, including increases or decreases in the rates and changes in the types of activities or transactions to which the rates apply, and the addition or deletion of an activity or transaction or a change in its description. Applicant may request current rates from Bank at any time. The specification of a minimum rate does not preclude an agreement between Bank and Applicant for a higher rate.

Standby Commission (Issuance)	By arrangement, \$1,000.00 minimum per annum
Amendment	\$300.00, plus issuance commission as applied to increased amount of Credit or extended expiration date
Auto-Extension	By arrangement, \$1,000.00 minimum per annum
Reissuance	\$300.00
Confirmation	By arrangement, \$300.00 minimum
Advising	\$300.00
Transfer	1/4%, \$250.00 minimum, \$1,500.00 maximum (plus standard SWIFT, telex or courier charges)
Assignment of Proceeds	1/4%, \$250.00 minimum, \$1,500.00 maximum
Special Handling/Multiple Drafting	By arrangement, \$250.00 minimum
Drawing	1/4%, \$300.00 minimum, \$1,500.00 maximum
VRDB Payment	By arrangement, \$300.00 minimum
Cancellation & Non-extension	\$150.00

APPLICANT:
(Corporation or Firm)

By: _____

Name:

Title:

Address:

Facsimile: ()

E-mail:

By: _____

Name:

Title:

Address:

Facsimile: ()

E-mail:

Date:

APPLICANT:*(Corporation or Firm)*

(complete this section if there is more than one Applicant)

By: _____

Name:

Title:

Address:**Facsimile:** ()**E-mail:**

By: _____

Name:

Title:

Address:**Facsimile:** ()**E-mail:****Date:**

SECURITY AGREEMENT: BUSINESS ASSETS – LETTER OF CREDIT OBLIGATIONS

1. GRANT OF SECURITY INTEREST. For valuable consideration, the undersigned TOWN OF JUPITER, or any of them ("Debtor"), hereby grants and transfers to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") a security interest in all of the property of Debtor described as follows: certificate of deposit number 5117911924 maintained with or issued by Bank, dated June 30, 2025 in the initial amount of \$480,000.00 ("Account"), including interest now or hereafter earned thereon and all funds added thereto, and all renewals and replacements thereof, whether or not any such renewal or replacement is evidenced by a certificate of deposit, assigned a different number or in a greater or lesser amount, from which no funds shall be withdrawn without Bank's permission (collectively called "Collateral"), together with all proceeds thereof, including whatever is acquired when any of the Collateral or proceeds thereof are sold, leased, licensed, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary and whatever is collected on or distributed on account thereof, including without limitation, all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (hereinafter called "Proceeds").

2. OBLIGATIONS SECURED. The obligations secured hereby are the payment and performance of the following (collectively, the "Secured Obligations"): (a) all present and future Indebtedness of Debtor to Bank arising under, in connection with or as a result of each letter of credit issued by Bank on behalf of Debtor (each, a "Letter of Credit" and collectively, the "Letters of Credit"), including any related time drafts, banker's acceptances and deferred payment obligations and all contracts, agreements, and instruments executed by Debtor in connection therewith including, without limitation, any loan, letter of credit, acceptance, open account processing, reimbursement or similar agreement; and (b) all obligations of Debtor and rights of Bank under this Agreement. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

3. TERMINATION. This Agreement will terminate upon the performance of all Secured Obligations of Debtor to Bank, including without limitation, the payment of all Secured Obligations of Debtor to Bank, the termination of all commitments of Bank to extend credit constituting Secured Obligations to Debtor, and the termination of all of Bank's obligations under each Letter of Credit, and all contracts, agreements, and instruments executed by Debtor in connection therewith including, without limitation, any loan or reimbursement agreement, existing at the time Bank receives written notice from Debtor of the termination of this Agreement.

4. OBLIGATIONS OF BANK. Bank has no obligation to make any loans hereunder. Any money received by Bank in respect of the Collateral may be deposited, at Bank's option, into a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder. Bank shall not be required to apply such money to the Secured Obligations or other obligations secured hereby or to remit such money to Debtor or to any other party until the full payment of all Secured Obligations of Debtor to Bank, and the termination of all commitments by Bank to extend credit in connection with each



Letter of Credit and all contracts, agreements, and instruments executed by Debtor in connection therewith including, without limitation, any loan or reimbursement agreement.

5. REPRESENTATIONS AND WARRANTIES. Debtor represents and warrants to Bank that: (a) Debtor's legal name is exactly as set forth on the first page of this Agreement, and all of Debtor's organizational documents or agreements delivered to Bank are complete and accurate in every respect; (b) Debtor is the owner and has possession or control of the Collateral and Proceeds; (c) Debtor has the exclusive right to grant a security interest in the Collateral and Proceeds; (d) all Collateral and Proceeds are genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created hereby or as otherwise agreed to by Bank, or as heretofore disclosed by Debtor to Bank, in writing; (e) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects; and (f) no financing statement covering any of the Collateral or Proceeds, and naming any secured party other than Bank, is on file in any public office.

6. COVENANTS OF DEBTOR.

(a) Debtor agrees in general: (i) to pay the Secured Obligations when due; (ii) to indemnify Bank against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (iii) to permit Bank to exercise its powers; (iv) to execute and deliver such documents as Bank deems necessary to create, perfect and continue the security interests contemplated hereby; (v) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Bank prior written notice thereof; (vi) not to change the places where Debtor keeps any Collateral or Debtor's records concerning the Collateral and Proceeds without giving Bank prior written notice of the address to which Debtor is moving same; (vii) not to sell, lease, transfer or otherwise dispose of all or a substantial or material portion of Debtor's assets except in the ordinary course of its business, nor accomplish any of the above by virtue of a division or similar transaction; and (viii) to cooperate with Bank in perfecting all security interests granted herein and in obtaining such agreements from third parties as Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder.

(b) Debtor shall at all times maintain Collateral in the Account with an aggregate fair market value not at any time less than one hundred percent (100%) of the undrawn amounts, and any amount drawn but not yet reimbursed by Debtor, under all Letters of Credit secured hereby.

(c) Debtor agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing: (i) not to permit any lien on the Collateral and Proceeds, except in favor of Bank; (ii) not to sell, hypothecate or otherwise dispose of (including, by illustration, by merger, conversion or division), nor permit the transfer by operation of law of, any of the Collateral and Proceeds or any interest therein, nor withdraw any funds from the Account; (iii) to provide any service and do any other acts which may be necessary to keep the Collateral, Proceeds, and the Account free and clear of all defenses, rights of offset and counterclaims; (iv) not commingle Collateral or Proceeds, or collections thereunder, with other property, and (v) in the event Bank elects to receive payments of Collateral and Proceeds, to pay all expenses incurred by Bank in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto.

7. POWERS OF BANK; CONTROL OF ACCOUNT. (a) Debtor appoints Bank its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Bank's officers and employees, or any of them (i) whether or not Debtor is in default, to make debits to or withdrawals from the Account in accordance with the all contracts, agreements, and instruments executed by Debtor in connection with each Letter of Credit including, without limitation, any loan or reimbursement agreement or this Agreement; (ii) following the occurrence of an Event of Default, to perform any obligation of Debtor hereunder in Debtor's name or otherwise; and (iii) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder; (b) as of and after the date of this Agreement, Debtor may not make debits to or withdrawals from the Account and Debtor shall have no access to the Account or to funds at any time on deposit in the Account, and Bank shall have the exclusive access to the Account and to funds at any time on deposit in the Account.

8. PAYMENT OF PREMIUMS, TAXES, CHARGES, LIENS AND ASSESSMENTS. Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral and Proceeds, and upon the failure of Debtor to do so, Bank at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Bank shall be obligations of Debtor to Bank, due and payable immediately upon demand, and at Bank's option and subject to any restrictions under applicable law pertaining to usury, together with interest at a rate determined in accordance with the provisions of this Agreement, and shall be secured by the Collateral and Proceeds, subject to all terms and conditions of this Agreement.

9. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any contract or instrument evidencing any Secured Obligations, or (ii) any other agreement between Debtor and Bank, including without limitation any loan agreement, relating to or executed in connection with any Secured Obligations; (b) any representation or warranty made by Debtor herein shall prove to be incorrect, false or misleading in any material respect when made; (c) Debtor shall fail to observe or perform any obligation or agreement contained herein; (d) any impairment of the rights of Bank in any Collateral or Proceeds, or any attachment or like levy on any property of Debtor; and (e) Bank, in good faith, believes any or all of the Collateral and/or Proceeds to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value.

10. REMEDIES. Upon the occurrence of any Event of Default, Bank shall have the right to declare immediately due and payable all or any Secured Obligation and to terminate any commitments to make loans or otherwise extend credit to Debtor. Bank shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the Uniform Commercial Code or the Business and Commerce Code of the jurisdiction identified in Section 18 below, or otherwise provided by law. All rights, powers, privileges and remedies of Bank shall be cumulative. No delay, failure or discontinuance of Bank in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Bank of any default hereunder, or any such waiver of any provisions or conditions

hereof, must be in writing and shall be effective only to the extent set forth in writing. While an Event of Default exists: Bank may, at any time and at Bank's sole option, liquidate the Collateral and apply the proceeds thereof to payment of the Secured Obligations, whether or not deposits have matured and notwithstanding the fact that such liquidation may give rise to penalties for early withdrawal of funds.

11. DISPOSITION OF COLLATERAL AND PROCEEDS; TRANSFER OF SECURED OBLIGATIONS. In disposing of Collateral hereunder, any proceeds of any disposition of any Collateral or Proceeds, or any part thereof, may be applied by Bank to the payment of expenses incurred by Bank in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Bank toward the payment of the Secured Obligations in such order of application as Bank may from time to time elect. Upon the transfer of all or any part of the Secured Obligations, Bank may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Bank hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred, Bank shall retain all rights, powers, privileges and remedies herein given.

12. STATUTE OF LIMITATIONS. Until all Secured Obligations shall have been paid in full and all commitments by Bank to extend credit to Debtor have been terminated, the power of sale or other disposition and all other rights, powers, privileges and remedies granted to Bank hereunder shall, to the extent permitted by law, continue to exist and may be exercised by Bank at any time and from time to time irrespective of the fact that the Secured Obligations or any part thereof may have become barred by any statute of limitations, or that the personal liability of Debtor may have ceased, unless such liability shall have ceased due to the payment in full of all Secured Obligations.

13. MISCELLANEOUS. When there is more than one Debtor named herein: (a) the word "Debtor" shall mean all or any one or more of them as the context requires; (b) the obligations of each Debtor hereunder are joint and several; and (c) until all Secured Obligations shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and each Debtor hereby waives any benefit of or right to participate in any of the Collateral or Proceeds or any other security now or hereafter held by Bank. Debtor hereby waives any right to require Bank to (i) proceed against Debtor or any other person, (ii) marshal assets or proceed against or exhaust any security from Debtor or any other person, (iii) perform any obligation of Debtor with respect to any Collateral or Proceeds, and (iv) make any presentment or demand, or give any notices of any kind, including without limitation, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intention to accelerate or notice of acceleration hereunder or in connection with any Collateral or Proceeds. Debtor further waives any right to direct the application of payments or security for any Secured Obligations of Debtor.

14. NOTICES. All notices, requests and demands required under this Agreement must be in writing, addressed to Bank at the address specified in the relevant documents entered into between Debtor and Bank with respect to the Secured Obligations and to Debtor at the address of its chief executive office (or principal residence, if applicable) specified below or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

15. COSTS, EXPENSES AND ATTORNEYS' FEES. Debtor shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including, to the extent permitted by applicable law, reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel to the extent permissible), expended or incurred by Bank in connection with (a) the perfection and preservation of the Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether or not suit is brought or foreclosure is commenced, and where suit is brought, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Debtor or in any way affecting any of the Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto. Subject to any restrictions under applicable law pertaining to usury, all of the foregoing shall be paid by Debtor with interest from the date of demand until paid in full at a rate per annum equal to the greater of ten percent (10%) or Bank's Prime Rate in effect from time to time. Notwithstanding anything in this Agreement to the contrary, reasonable attorneys' fees shall not exceed the maximum amount permitted by law.

16. SUCCESSORS; ASSIGNS; AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Bank and Debtor.

17. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Florida, but giving effect to federal laws applicable to national banks.

19. INSURANCE PROVISIONS. Debtor agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing, to insure the Collateral with Bank named as loss payee, in form, substance and amounts, under agreements, against risks and liabilities, and with insurance companies satisfactory to Bank.

Debtor warrants that Debtor is an organization registered under the laws of Florida.

Debtor warrants that its chief executive office (or principal residence, if applicable) is located at the following address: 210 Military Trail, Jupiter, Florida 33458.

IN WITNESS WHEREOF, this Agreement has been duly executed by Debtor, intending to be legally bound hereby, as of June 30, 2025.

TOWN OF JUPITER

By: _____
SCOTT REYNOLDS, FINANCE DIRECTOR

SECURITY AGREEMENT: BUSINESS ASSETS – LETTER OF CREDIT OBLIGATIONS

1. GRANT OF SECURITY INTEREST. For valuable consideration, the undersigned TOWN OF JUPITER, or any of them ("Debtor"), hereby grants and transfers to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") a security interest in all of the property of Debtor described as follows: certificate of deposit number 5117911981 maintained with or issued by Bank, dated June 30, 2025 in the initial amount of \$520,000.00 ("Account"), including interest now or hereafter earned thereon and all funds added thereto, and all renewals and replacements thereof, whether or not any such renewal or replacement is evidenced by a certificate of deposit, assigned a different number or in a greater or lesser amount, from which no funds shall be withdrawn without Bank's permission (collectively called "Collateral"), together with all proceeds thereof, including whatever is acquired when any of the Collateral or proceeds thereof are sold, leased, licensed, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary and whatever is collected on or distributed on account thereof, including without limitation, all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (hereinafter called "Proceeds").

2. OBLIGATIONS SECURED. The obligations secured hereby are the payment and performance of the following (collectively, the "Secured Obligations"): (a) all present and future Indebtedness of Debtor to Bank arising under, in connection with or as a result of each letter of credit issued by Bank on behalf of Debtor (each, a "Letter of Credit" and collectively, the "Letters of Credit"), including any related time drafts, banker's acceptances and deferred payment obligations and all contracts, agreements, and instruments executed by Debtor in connection therewith including, without limitation, any loan, letter of credit, acceptance, open account processing, reimbursement or similar agreement; and (b) all obligations of Debtor and rights of Bank under this Agreement. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

3. TERMINATION. This Agreement will terminate upon the performance of all Secured Obligations of Debtor to Bank, including without limitation, the payment of all Secured Obligations of Debtor to Bank, the termination of all commitments of Bank to extend credit constituting Secured Obligations to Debtor, and the termination of all of Bank's obligations under each Letter of Credit, and all contracts, agreements, and instruments executed by Debtor in connection therewith including, without limitation, any loan or reimbursement agreement, existing at the time Bank receives written notice from Debtor of the termination of this Agreement.

4. OBLIGATIONS OF BANK. Bank has no obligation to make any loans hereunder. Any money received by Bank in respect of the Collateral may be deposited, at Bank's option, into a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder. Bank shall not be required to apply such money to the Secured Obligations or other obligations secured hereby or to remit such money to Debtor or to any other party until the full payment of all Secured Obligations of Debtor to Bank, and the termination of all commitments by Bank to extend credit in connection with each



Letter of Credit and all contracts, agreements, and instruments executed by Debtor in connection therewith including, without limitation, any loan or reimbursement agreement.

5. REPRESENTATIONS AND WARRANTIES. Debtor represents and warrants to Bank that: (a) Debtor's legal name is exactly as set forth on the first page of this Agreement, and all of Debtor's organizational documents or agreements delivered to Bank are complete and accurate in every respect; (b) Debtor is the owner and has possession or control of the Collateral and Proceeds; (c) Debtor has the exclusive right to grant a security interest in the Collateral and Proceeds; (d) all Collateral and Proceeds are genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created hereby or as otherwise agreed to by Bank, or as heretofore disclosed by Debtor to Bank, in writing; (e) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects; and (f) no financing statement covering any of the Collateral or Proceeds, and naming any secured party other than Bank, is on file in any public office.

6. COVENANTS OF DEBTOR.

(a) Debtor agrees in general: (i) to pay the Secured Obligations when due; (ii) to indemnify Bank against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (iii) to permit Bank to exercise its powers; (iv) to execute and deliver such documents as Bank deems necessary to create, perfect and continue the security interests contemplated hereby; (v) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Bank prior written notice thereof; (vi) not to change the places where Debtor keeps any Collateral or Debtor's records concerning the Collateral and Proceeds without giving Bank prior written notice of the address to which Debtor is moving same; (vii) not to sell, lease, transfer or otherwise dispose of all or a substantial or material portion of Debtor's assets except in the ordinary course of its business, nor accomplish any of the above by virtue of a division or similar transaction; and (viii) to cooperate with Bank in perfecting all security interests granted herein and in obtaining such agreements from third parties as Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder.

(b) Debtor shall at all times maintain Collateral in the Account with an aggregate fair market value not at any time less than one hundred percent (100%) of the undrawn amounts, and any amount drawn but not yet reimbursed by Debtor, under all Letters of Credit secured hereby.

(c) Debtor agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing: (i) not to permit any lien on the Collateral and Proceeds, except in favor of Bank; (ii) not to sell, hypothecate or otherwise dispose of (including, by illustration, by merger, conversion or division), nor permit the transfer by operation of law of, any of the Collateral and Proceeds or any interest therein, nor withdraw any funds from the Account; (iii) to provide any service and do any other acts which may be necessary to keep the Collateral, Proceeds, and the Account free and clear of all defenses, rights of offset and counterclaims; (iv) not commingle Collateral or Proceeds, or collections thereunder, with other property, and (v) in the event Bank elects to receive payments of Collateral and Proceeds, to pay all expenses incurred by Bank in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto.

7. POWERS OF BANK; CONTROL OF ACCOUNT. (a) Debtor appoints Bank its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Bank's officers and employees, or any of them (i) whether or not Debtor is in default, to make debits to or withdrawals from the Account in accordance with the all contracts, agreements, and instruments executed by Debtor in connection with each Letter of Credit including, without limitation, any loan or reimbursement agreement or this Agreement; (ii) following the occurrence of an Event of Default, to perform any obligation of Debtor hereunder in Debtor's name or otherwise; and (iii) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder; (b) as of and after the date of this Agreement, Debtor may not make debits to or withdrawals from the Account and Debtor shall have no access to the Account or to funds at any time on deposit in the Account, and Bank shall have the exclusive access to the Account and to funds at any time on deposit in the Account.

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9. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any contract or instrument evidencing any Secured Obligations, or (ii) any other agreement between Debtor and Bank, including without limitation any loan agreement, relating to or executed in connection with any Secured Obligations; (b) any representation or warranty made by Debtor herein shall prove to be incorrect, false or misleading in any material respect when made; (c) Debtor shall fail to observe or perform any obligation or agreement contained herein; (d) any impairment of the rights of Bank in any Collateral or Proceeds, or any attachment or like levy on any property of Debtor; and (e) Bank, in good faith, believes any or all of the Collateral and/or Proceeds to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value.

10. REMEDIES. Upon the occurrence of any Event of Default, Bank shall have the right to declare immediately due and payable all or any Secured Obligation and to terminate any commitments to make loans or otherwise extend credit to Debtor. Bank shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the Uniform Commercial Code or the Business and Commerce Code of the jurisdiction identified in Section 18 below, or otherwise provided by law. All rights, powers, privileges and remedies of Bank shall be cumulative. No delay, failure or discontinuance of Bank in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Bank of any default hereunder, or any such waiver of any provisions or conditions

hereof, must be in writing and shall be effective only to the extent set forth in writing. While an Event of Default exists: Bank may, at any time and at Bank's sole option, liquidate the Collateral and apply the proceeds thereof to payment of the Secured Obligations, whether or not deposits have matured and notwithstanding the fact that such liquidation may give rise to penalties for early withdrawal of funds.

11. DISPOSITION OF COLLATERAL AND PROCEEDS; TRANSFER OF SECURED OBLIGATIONS. In disposing of Collateral hereunder, any proceeds of any disposition of any Collateral or Proceeds, or any part thereof, may be applied by Bank to the payment of expenses incurred by Bank in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Bank toward the payment of the Secured Obligations in such order of application as Bank may from time to time elect. Upon the transfer of all or any part of the Secured Obligations, Bank may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Bank hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred, Bank shall retain all rights, powers, privileges and remedies herein given.

12. STATUTE OF LIMITATIONS. Until all Secured Obligations shall have been paid in full and all commitments by Bank to extend credit to Debtor have been terminated, the power of sale or other disposition and all other rights, powers, privileges and remedies granted to Bank hereunder shall, to the extent permitted by law, continue to exist and may be exercised by Bank at any time and from time to time irrespective of the fact that the Secured Obligations or any part thereof may have become barred by any statute of limitations, or that the personal liability of Debtor may have ceased, unless such liability shall have ceased due to the payment in full of all Secured Obligations.

13. MISCELLANEOUS. When there is more than one Debtor named herein: (a) the word "Debtor" shall mean all or any one or more of them as the context requires; (b) the obligations of each Debtor hereunder are joint and several; and (c) until all Secured Obligations shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and each Debtor hereby waives any benefit of or right to participate in any of the Collateral or Proceeds or any other security now or hereafter held by Bank. Debtor hereby waives any right to require Bank to (i) proceed against Debtor or any other person, (ii) marshal assets or proceed against or exhaust any security from Debtor or any other person, (iii) perform any obligation of Debtor with respect to any Collateral or Proceeds, and (iv) make any presentment or demand, or give any notices of any kind, including without limitation, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intention to accelerate or notice of acceleration hereunder or in connection with any Collateral or Proceeds. Debtor further waives any right to direct the application of payments or security for any Secured Obligations of Debtor.

14. NOTICES. All notices, requests and demands required under this Agreement must be in writing, addressed to Bank at the address specified in the relevant documents entered into between Debtor and Bank with respect to the Secured Obligations and to Debtor at the address of its chief executive office (or principal residence, if applicable) specified below or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

15. COSTS, EXPENSES AND ATTORNEYS' FEES. Debtor shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including, to the extent permitted by applicable law, reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel to the extent permissible), expended or incurred by Bank in connection with (a) the perfection and preservation of the Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether or not suit is brought or foreclosure is commenced, and where suit is brought, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Debtor or in any way affecting any of the Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto. Subject to any restrictions under applicable law pertaining to usury, all of the foregoing shall be paid by Debtor with interest from the date of demand until paid in full at a rate per annum equal to the greater of ten percent (10%) or Bank's Prime Rate in effect from time to time. Notwithstanding anything in this Agreement to the contrary, reasonable attorneys' fees shall not exceed the maximum amount permitted by law.

16. SUCCESSORS; ASSIGNS; AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Bank and Debtor.

17. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Florida, but giving effect to federal laws applicable to national banks.

19. INSURANCE PROVISIONS. Debtor agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing, to insure the Collateral with Bank named as loss payee, in form, substance and amounts, under agreements, against risks and liabilities, and with insurance companies satisfactory to Bank.

Debtor warrants that Debtor is an organization registered under the laws of Florida.

Debtor warrants that its chief executive office (or principal residence, if applicable) is located at the following address: 210 Military Trail, Jupiter, Florida 33458.

IN WITNESS WHEREOF, this Agreement has been duly executed by Debtor, intending to be legally bound hereby, as of June 30, 2025.

TOWN OF JUPITER

By: _____
SCOTT REYNOLDS, FINANCE DIRECTOR

TOWN OF JUPITER

Approval of a Contract for the Public Works Storage Building (Phase II Building B) to Ahrens Enterprises, Inc. in an amount not to exceed \$1,098,251.00.



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approving Resolution 92-25 for the award of Contract EPW 2025-24, for Public Works Storage Building Phase II Building – B to Ahrens Enterprises, Inc. d/b/a Ahrens Companies in an amount not to exceed \$1,098,251.00.

EXECUTIVE SUMMARY

Town staff is providing Resolution 92-25 for consideration by Town Council for approval to award Contract EPW 2025-24, Public Works Storage Building Phase II Building – B to Ahrens Enterprises, Inc. d/b/a Ahrens Companies (Ahrens Companies) in an amount not to exceed \$1,098,251.00.

The project scope consists of but is not limited to construction of site grading, pre-engineered metal building construction, reinforced concrete foundation construction, fence relocation, site demolition and obtaining required Town permits.

On January 14, 2025, the Engineering Division issued a Request for Qualifications (RFQ) package containing plans, specifications, and an Invitation to Propose. The RFQ package outlined the minimum submission criteria for interested firms. The firms were required to provide their qualifications, experience, a project implementation schedule based on the Town's critical completion deadline. Four Statements of Qualifications packages were received and following submittal review, Town staff shortlisted all four firms with the intent to issue two additional Invitations to Bid.

At the February 18, 2025 Town Council meeting, the Town Council authorized award of Contract EPW 2025-09, Public Works Storage Building Phase II (Building C) to Ahrens Enterprises, Inc. in an amount not to exceed \$761,840.00. The work previously authorized by Town Council has progressed in a positive manner and is nearing completion.

In June 2025 the Engineering Division issued an Invitation to Bid to the previously mentioned short listed firms for construction of the new Public Works Storage Building Phase II (Building B). On July 1, 2025, the bids were received and opened for the subject project (please see attached Bid Tabulation). Town staff reviewed all bids and determined that Ahrens Companies is the lowest, most responsive, and responsible bidder with a total bid amount of \$1,098,251.00.

The Contract proposed for this project is the Engineering Division's C1 Contract standard form. The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

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

In the event Town Council approves Resolution 92-25 to award Contract EPW 2025-24, Public Works Storage Building Phase II Building B to Ahrens Enterprises, Inc. (dba Ahrens Companies) in an amount not to exceed \$1,098,251.00, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution 92-25
2. Bid Tabulation - Contract EPW 2025-24 - PW Building B
3. Contract EPW 2025-24_PW Storage Ph II Bldg B_Ahrens
4. Site Plan - Public Works Facility, Phase II

FUNDING SOURCE

Approved in Budget \$1,098,251.00

Sources:31031041 - 562000,
FY2025 CIP #E2200: Public
Works Maintenance Facilities
Renovations

Additional Funding Requested \$

Sources:

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

RESOLUTION NO. 92-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA FOR THE AWARD OF CONTRACT EPW 2025-24, PUBLIC WORKS STORAGE BUILDING PHASE II BUILDING – B TO AHRENS ENTERPRISES, INC. DBA AHRENS COMPANIES IN AN AMOUNT NOT TO EXCEED \$1,098,251.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF.

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

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

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2025-24, Public Works Storage Building Phase II, Building – B; and

WHEREAS, the scope of work consists of but is not limited to construction of site grading, pre-engineered metal building construction, reinforced concrete foundation construction, fence relocation, site demolition and obtaining required Town permits; and

WHEREAS, based on the review of statements of qualifications and bid packages by Town staff, Town Council has determined that Ahrens Enterprises, Inc. dba Ahrens Companies is qualified to provide the services sought by the Town; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-24 in an amount not to exceed \$1,098,251.00 to Ahrens Enterprises, Inc. dba Ahrens Companies; and

WHEREAS, the Town has sufficient funds in its Community Investment Program budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Contract with Ahrens Enterprises, Inc. dba Ahrens Companies in an amount not to exceed \$1,098,251.00.

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

01-JULY-2025

TOWN OF JUPITER

BID DUE DATE: 01-JUL-2025
BID OPENING DATE/TIME: 01-JUL-2025, 3:00 P.M. (EST)
BID OPENING LOCATION: COMMUNITY RM: # 108, TOWN HALL, 210 MILITARY RD.

BID TABULATION

EPW 2025-24 PW STORAGE BUILDING PHASE II, BUILDING – B

CONTRACT/BID #: EPW 2025-24, BUILDING – B

<u>CONTRACTOR NAME & ADDRESS</u>	<u>TOTAL BASE BID SUM</u>	<u>REVIEWED CALCULATED BID</u>
Ahrens Company 1461 Kinetic Road, Lake Park, FL 33403	\$ 1,098,251.00	\$ 1,098,251.00
Cooper Construction Management 354 Hiatt Dr. Suite 140, Palm Beach Gardens, FL 33418	\$ 1,214,435.00	\$ 1,214,435.00
Persons Services Corp 1835 S. Perimeter Rd, Suite 175, Fort Lauderdale, FL 33309	\$ 1,103,633.00	\$ 1,103,633.00

EPW 2025-24
CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
AHRENS ENTERPRISES, INC.

THIS CONTRACT, made this 15th day of July 2025, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Ahrens Enterprises, Inc. dba Ahrens Companies, 1461 Kinetic Rd, Lake Park, FL 33403, a Florida Corporation, FEID Number 65-0297589 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received Bids on July 1, 2025 for the Construction of the PUBLIC WORKS STORAGE BUILDING PHASE II Building B, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2025-24 entitled PUBLIC WORKS STORAGE BUILDING PHASE II Building B, Palm Beach County ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of **One Hundred Twenty-One (120)** calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, **Three Hundred Seventy-Five Dollars and No Cents (\$375.00)**, for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject

only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed One Million, Ninety-Eight Thousand, Two Hundred Fifty-One. Dollars and No Cents (\$1,098,251.00).

- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for EPW 2025-24, PUBLIC WORKS STORAGE BUILDING PHASE II Building B, consisting of plans prepared by Hazen and Sawyer, Inc. dated June 2025.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage,

resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of

the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the

contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

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

Attention:	Town of Jupiter Roger Held Senior Director of Community Development 210 Military Trail Jupiter, FL 33458-5786
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All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

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

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

ATTEST

THE TOWN OF JUPITER

By: _____
Merriane Lahmeur, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

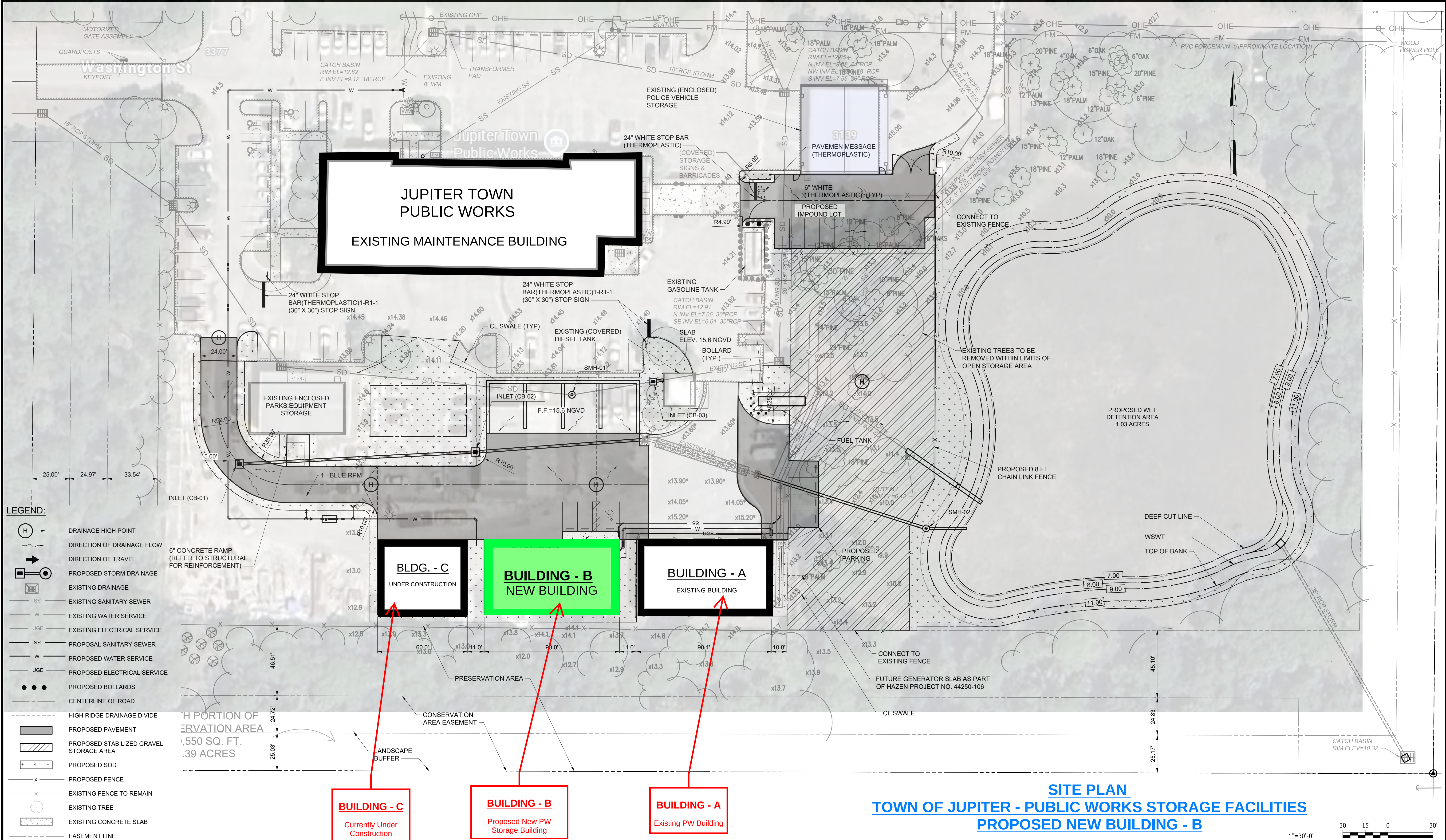
Attested By: _____
Signature

Printed Name

Printed Name

Title

Title



				PROJECT ENGINEER:	D. BANNET
				DESIGNED BY:	D. BANNET
				DRAWN BY:	F. NAVAS
				CHECKED BY:	
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1" 
REV	ISSUED FOR	DATE	BY		

DAVID A. BANNETT, PE No. 51865

Hazen
HAZEN AND SAWYER
2101 NW CORPORATE BLVD, SUITE 301
BOCA RATON, FLORIDA 33431
LICENSE No.: 2771

TOWN OF JUPITER, FLORIDA UTILITIES
DEPARTMENT

PUBLIC WORKS STORAGE FACILITY

SITE PLAN

DATE:	MARCH 2025
HAZEN No.:	44250-102
CONTRACT No.:	WO. 181
DRAWING NUMBER:	C-01-02

TOWN OF JUPITER



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	
FROM	
SUBJECT	

EXECUTIVE SUMMARY

The Town Attorney has reviewed the attached [agreement/contract/documents] and finds [it/them] to be in acceptable form.

ANALYSIS

STRATEGIC PRIORITY

ATTACHMENTS

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact ***** at ***** or 561-741-****.

TOWN OF JUPITER
Reverse Osmosis Odor Control Treatment Chemicals (W2604J)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a Purchase Order to Merichem Technologies, LLC for FY2026 Reverse Osmosis Odor Control Treatment Chemicals for an amount of \$1.58 per pound.

EXECUTIVE SUMMARY

Approval of a purchase order to Merichem Technologies, LLC (Merichem), for procurement of odor control chemicals for the reverse osmosis (RO) post treatment system for FY2026, at a unit price of \$1.56 per pound for delivery in 330-gallon totes, plus an estimated \$0.02 per pound for freight, based on historical freight charges, for a total unit price of \$1.58 per pound.

The Town of Jupiter's RO treatment plant utilizes chemicals for odor control of off-gas from the post-treatment system. Hydrogen sulfide gas, which contains a rotten egg smell, exists naturally within the Floridan Aquifer groundwater and passes through the membrane treatment system into the post-treatment system where it is stripped from the treated water. The hydrogen sulfide off-gas must be treated for proper disposal. Merichem MC-560 is the chemical used to separate hydrogen sulfide gas molecules for conversion to elemental sulfur (a solid form) for disposal. Merichem is the sole supplier of the LO-CAT system chemicals required for the Town's mobile bed absorber units (MBAs) used for odor control. Merichem does not authorize any other company to manufacture, distribute, or resell their products, therefore deeming the commodity a sole source for procurement, as no other company can meet the requirements for supplying the chemicals. In accordance with the Town's Purchasing Policy, sole source procurement determinations must be reviewed biennially. Merichem's sole source provider form was last reviewed in January 2024 and is provided as Attachment 3.

In FY2025, the cost of the Merichem odor control chemicals was \$1.48 per pound, not including freight. Merichem's unit price to supply the chemical in FY2026 has increased 5% to \$1.56 per pound, not including freight. Freight, based on actual historical costs, is estimated by staff to be an additional \$0.02 per pound, bringing the total estimated unit price for the Merichem chemicals for FY2026 to \$1.58 per pound, including freight. Based on an annual estimated quantity of 85,690 pounds, at a unit price of \$1.56 per pound for the chemicals and \$0.02 per pound for estimated freight, the total estimated value of the purchase order to Merichem is \$135,390.20. Funding for this FY2026 purchase order to Merichem is budgeted in the proposed FY2026 Water Enterprise Operating budget. Expenses under the requested purchase order will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

ANALYSIS

Merichem Technologies, LLC (Merichem) is the sole supplier of the chemicals required to operate the LO-CAT odor control system at the reverse osmosis water treatment plant. Merichem has provided staff with pricing to supply the proprietary chemicals for FY2026 for a unit price of \$1.56 per pound, not including freight. Town staff's estimate of freight costs is \$0.02 per pound, based on historical freight charges for delivery of the chemical in 330-gallon totes. Based on an estimated annual quantity of 85,690 pounds, the estimated annual cost of the Merichem chemical to the Town will be \$135,390.20 for FY2026, for which approval of a purchase order is requested. Funding is budgeted in the proposed FY2026 Water Enterprise Operating Budget. Expenses under the requested purchase order will commence on or after October 1, 2025 and are subject to the anticipated approval of the FY2026 Operating Budget.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Quotation from Merichem for FY2026 Unit Pricing
2. Table of Historical Chemical Unit Pricing
3. Approved Merichem Sole Source Provider Packet

FUNDING SOURCE

Proposed in FY2026 in Operating Budget	\$159,752	Sources: Proposed in FY2026 Water Enterprise Operating Budget
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For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

Jupiter Price Schedule
Effective January 6, 2025

MC-560 LO-CAT® CATALYST

PHYSICAL PROPERTIES

Drum net weight: 545 lbs
Drum gross weight: 568 lbs
Product shipped in 55 gallon drums

This unit price does not include freight. Freight is estimated on average to be \$0.02 per pound, based on historical freight costs.

PRICE SCHEDULE

Product	UOM	<u>\$/Unit</u> (NET 30 Days Terms)	<u>\$/Unit</u> (NET 45/60 Days Terms)	<u>\$/Unit</u> (NET 90 Days Terms)
MC-560	Drum	922.00	968.10	1016.51
MC-560	Bulk	1.47	1.55	1.63
MC-560	Tote	1.56	1.64	1.72

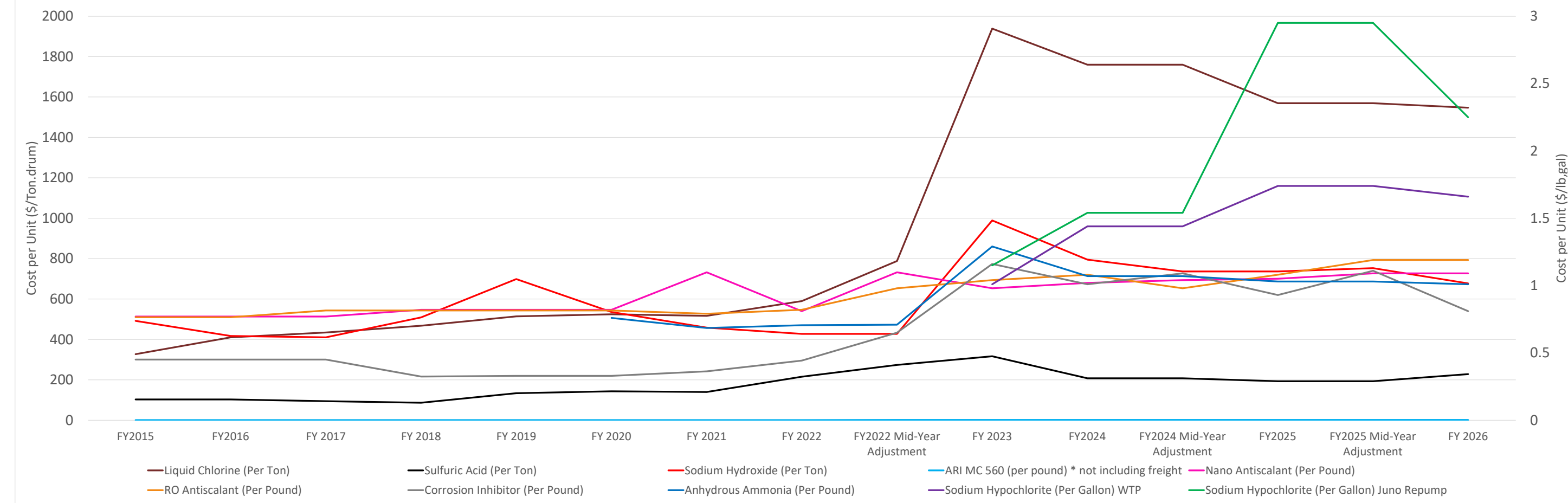
Prices quoted are F.O.B. origin and subject to change without notice.

Prices are effective January 1, 2025

*(includes price of container)

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	Variance FY2025 to FY2026 Bids	FY25 to FY26 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	(\$22.30)	-1.42%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$35.20	18.24%
Sodium Hydroxide (Per Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	(\$59.20)	-7.86%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	(\$0.12)	-10.81%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$0.11	9.24%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.09	\$0.04	3.67%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	(\$0.02)	-1.94%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	(\$0.08)	-4.60%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	(\$0.70)	-23.73%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.56	\$0.08	5.13%

Chemical Unit Cost by Fiscal Year



Town of Jupiter Sole Source Provider Approval Form

Department

Utilities-Water Plant

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

Merichem Technologies, LLC (V-3580)

Prior Year Expense (if any)

\$ 95,301

Expected Current Year Expense

\$ 122,400

GL Account Number(s)

40050133-552007

Description of Goods or Services

Chemical for Reverse Osmosis (RO) odor control and water treatment.

Explain Why Vendor Should be Considered Sole Source

The Town uses LO-CAT System for odor control and water treatment for the water Plant's Reverse Osmosis system. Merichem is the sole proprietor of the LO-CAT system and associated LO-CAT chemicals. Merichem does not authorize any other company to manufacture, distribute, or resell these products; therefore, no other company can meet the Town's requirements. As of 01/02/24, Merichem Company V-2479 was renamed Merichem Technologies, LLC V-3580 in connection with the sale of all Merichem Company's assets to Black Bay Energy Capital. Please see attached supporting documents of new company information, as well as the original Sole Source that was signed on 10/17/22. Town Council approved this purchase of these chemicals for FY 24 on 10/17/23.

Select Only Those That Currently Apply

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

Employee Submitting Request (print name)

Daniel Reid

Date

01/16/2024

Signatures:

Department:

Amanda B.

☒ Director

☐ Asst Director

01/17/2024

Finance:

Dawn Alab

☐ Director

☒ Asst Director

01/29/2024

Town Managers Office:

[Signature]

02/07/2024

January 15, 2024

Daniel Reed
Town of Jupiter
PO BOX 8900
Jupiter, FL 33468-8900

RE: Supply of LOCAT Chemicals

Town of Jupiter,

The LoCat System is a proprietary process developed and licensed by Merichem Technologies.

All LoCat Chemicals supplied to Town of Jupiter are solely produced, made, manufactured by Merichem Technologies.

Merichem Technologies is the sole supplier of the LoCat Chemicals. We do not use distributors, resellers, or alternate suppliers for the sale of chemicals.

Chemicals Ordered by Town of Jupiter:

MC-530, MC-550, MC-560

For any questions or concerns, please email LTaylor@Merichem.com.

Thank you,

Linda Taylor

Inside Chemical Sales Manager - Domestic
713-428-5284

MC-560 LO-CAT® CATALYST

PHYSICAL PROPERTIES

Drum net weight: 545 lbs

Drum gross weight: 568 lbs

Product shipped in 55 gallon drums

PRICE SCHEDULE

<u>Shipment Type</u>	<u>Quantity</u>	<u>Price per Lb</u>	<u>Price per drum</u>
Drums*	Any	----	\$870.00
Bulk		\$1.40	----
Totes*		\$1.48	

Prices quoted are F.O.B. origin and subject to change without notice.

Terms are net 30 days.

Prices are effective October 1, 2023

*(includes price of container)

January 2, 2024

We are excited to announce that Merichem Company's technology business unit (formerly Merichem Process Technologies) has been renamed "**Merichem Technologies, LLC**" in connection with the sale of substantially all of Merichem Company's assets to Black Bay Energy Capital. This includes the Technology, Catalyst, Research and Manufacturing portions of the company; this excludes Merichem's Caustic Services Division. Black Bay is a growth-oriented U.S.-based private equity firm that invests heavily in companies that specialize in sulfur treatment and other chemical and energy-related businesses. We are excited about the future of our company as we seek to grow and expand the portfolio of products we are able to offer our customers. You can read more about the acquisition in the press release attached to this letter.

The change in ownership of our business will not significantly impact the business you conduct with Merichem. You will continue to work with the same people in our organization that you always have. We will continue to operate from our current offices, and we will continue to offer the same products, services and support to our customers.

There will be some logistical changes as a result of our change in ownership and the fact that Merichem Technologies is a new legal entity. This includes an immediate update to our banking information and, as we continue to transition our business to Merichem Technologies, an eventual change to our email addresses. Further, depending on your existing agreements with Merichem Company, we may need to update and/or assign certain legal or banking documents to reflect our new entity structure. Our operational and legal teams are in the process of reviewing what steps need to be taken, if any, and will communicate these to you as soon as we are able.

We are excited about this new phase of our business and invite you to visit us at our new website www.merichemtech.com for more information.

Thank you for your business and continued support. If you have any questions regarding this matter, please contact us at 713-428-5000.

Best Regards,

Cyndie Fredrick
CEO

Black Bay Energy Capital Acquires Process Technologies & Catalyst Business from Merichem Company

Black Bay's new sulfur treatment platform will be called Merichem Technologies. Merichem Company to maintain caustic services business.

Houston, TX & New Orleans, LA (January 2, 2024) -- Black Bay Energy Capital ("Black Bay") announced today the acquisition of Merichem Company's technology business unit, comprised of Merichem Process Technologies and Merichem Catalyst Products, which will collectively be renamed "Merichem Technologies." Merichem Company will maintain its caustic services business, which handles spent caustic for beneficial reuse.

Black Bay is a private equity firm focused on the energy and specialty chemical sectors. Merichem Technologies represents a new sulfur-treating platform for Black Bay, which will be led by Cyndie Fredrick, previously SVP & General Manager of Merichem Company, and joined by the existing management team.

Founded in 1945, Merichem Company is a global leader in full-service sulfur removal, caustic treating and spent caustic treatment technologies. Merichem also provides spent caustic handling services as an alternative to technology solutions. For 78 years, Merichem Company has served customers worldwide with its deep expertise and comprehensive capabilities in design and engineering, fabrication, research and testing, logistics, implementation, and technical support.

The new standalone platform, Merichem Technologies, will be a global provider of sulfur treating technologies and solutions, including LO-CAT®, FIBER FILM®, THIOLEX®, MERICAT®, MERICON®, and a suite of proprietary chemical catalysts. The Company's capabilities will include design, engineering, fabrication, R&D, and implementation of chemical catalysts and mechanical solutions to treat sulfur and other impurities across many different industries and markets, including renewables, gas treating, downstream and midstream, and many others. The new entity will be led by Cyndie Fredrick (CEO), Rene Campos (CFO), Jeff Gomach (SVP Technology), and William Rouleau (SVP Catalysts), all former managers within process technologies and catalyst products of Merichem Company. Merichem Company CEO Kendra Lee will join the Merichem Technologies board in concert with the acquisition.

Cyndie Fredrick, CEO of Merichem Technologies, stated "The Merichem Technologies team has successfully deployed highly engineered & patented technologies, chemical catalysts, and mechanical solutions to various end markets including liquified natural gas ("LNG"), midstream oil and gas, refining of traditional crude and renewable feedstocks, biogas/landfill/RNG production, geothermal energy production, and chemical manufacturing. Merichem Company has been a fantastic steward of this business for decades, and the entire Merichem Technologies team is excited about our new partnership with Black Bay and the ability to pursue new avenues for growth."

"Sulfur treatment is a critical path item across many industrial applications around the world. Hydrogen sulfide ("H₂S"), mercaptans, carbon dioxide ("CO₂"), and other related impurities must be dealt with to ensure environmental compliance, sustainable operations, and a saleable end

product. We are thrilled to partner with Cyndie, Rene, Jeff, William, and the rest of the Merichem Technologies team to accelerate growth and expand the portfolio of solutions to help clients with their operational and environmental goals,” said Tom Ambrose, Partner of Black Bay. Sam Scofield, Vice President of Black Bay, added, “The sulfur treatment industry is massive and spans many end markets. We believe that Merichem Technologies is the right platform to create a comprehensive, industry-agnostic sulfur treatment solutions provider.”

Kendra Lee, Chairman and CEO of Merichem Company, stated, “Our reputation has always stood on the principles of proven performance, unsurpassed expertise, and an uncommon commitment to our customers. This divestiture is a major milestone for Merichem Company as we continue to execute on our strategic vision, further cementing our leadership position in caustic services. I am also excited to work with the Merichem Technologies team and investors as they take the technology businesses to the next level.”

About Black Bay Energy Capital

Black Bay is a private equity firm that invests equity capital in partnership with entrepreneurial management teams who are building high-growth companies in the energy and chemical industries. Black Bay’s strategy is to target companies with innovative products and services that help their clients to reduce costs, improve operations, and achieve sustainability initiatives. The firm’s objective is to drive success through a relentless commitment to establishing and cultivating a true partnership with portfolio company management teams, and a belief that deeply rooted partnerships generate outsized returns by fostering collaboration and creativity. Black Bay is currently investing out of its second fund and has approximately \$[505] million of assets under management. For more information, please visit www.blackbayenergy.com.

About Merichem Company

Merichem® is the global leader in the beneficial reuse of spent caustic. Merichem provides spent caustics as an ingredient in industrial processes or as an effective substitute for commercial products, without reclamation. Its turnkey solutions reduce the environmental impact of refineries and chemical companies while maintaining a solid commitment to responsible stewardship and supporting executives’ ESG goals. Beneficial reuse fits within the Guiding Principles of the American Chemistry Council’s Responsible Care® initiative.

Visit <https://www.merichem.com>.

About Merichem Technologies

Merichem Technologies is a global provider of sulfur treating solutions, including market-leading technologies such as LO-CAT®, FIBER FILM®, THIOLEX®, MERICAT®, MERICON®, and a suite of proprietary chemical catalysts. The Company’s capabilities include design, engineering, fabrication, R&D, and implementation of both chemical catalysts and mechanical solutions to treat sulfur and other impurities across many different industries and markets including renewables, gas treating, downstream and midstream as well as many others. Merichem Technologies’ reputation has been built over several decades, with mission critical applications across the globe. For more information, please visit www.merichemtech.com

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MERICHEM TECHNOLOGIES, LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2023, AT 12:58 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2624031 8100
SR# 20233970720

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204593868
Date: 11-14-23

Page 587 of 713

**CERTIFICATE OF FORMATION
OF
MERICHEM TECHNOLOGIES, LLC**

This Certificate of Formation of Merichem Technologies, LLC (the "Company"), dated November 14, 2023, is being duly executed and filed by Meghan Dupre as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 *Del.C.* § 18-101, *et seq.*).

FIRST. The name of the Company formed hereby is Merichem Technologies, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

FOURTH. The Company shall have perpetual existence.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.



Meghan Dupre
Authorized Person

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MERICHEM TECHNOLOGIES, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 5450 OLD SPANISH TRAIL	Requester's name and address (optional)
	6 City, state, and ZIP code HOUSTON, TEXAS 77023	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
9	3	-	4	4	2	2	1	0 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 3, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TOWN OF JUPITER
Dover Ditch Living Shoreline Construction (S2418)



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a purchase order to Village of Tequesta for reimbursement of construction and engineering services for the Dover Ditch Living Shoreline project (S2418) for an amount of \$76,057.96.

EXECUTIVE SUMMARY

Town staff requests approval of a purchase order (PO) of an amount of \$76,057.96, to reimburse the Village of Tequesta for maintenance costs associated with construction of a living shoreline within Dover Ditch to improve stormwater management and water quality prior to discharging to the Loxahatchee River. Resolution No. 04-98 established an Interlocal Agreement (IA) between the Town of Jupiter and the Village of Tequesta for maintenance costs associated with Dover Ditch, which exists partially within the Village of Tequesta's and partially within the Town of Jupiter's municipal boundaries. The IA establishes a cost share between the two entities for maintenance of Dover Ditch as 40% (Town) and 60% (Village). The Interlocal Agreement is provided as Attachment 1.

In 2023, a Community Investment Program (CIP) project was adopted, namely Dover Ditch Water Quality Improvements, to address erosion of ditch banks and improve the quality of stormwater prior to discharging into the Loxahatchee River. The adopted CIP sheet is included as Attachment 2. The Village of Tequesta developed a concept to use living shoreline techniques to provide both bank stabilization and water quality treatment within the ditch. The project proposes to dredge and stabilize the westernmost 350-foot segment of Dover Ditch, modify the cross-section to transition into a meandering "stream" and install a debris skimmer/manatee barrier. Native plant species will be added to create "living shorelines" on the banks of the ditch and promote wetland and upland species vegetation. This project will support nutrient removal and enhance stormwater runoff water quality, thereby protecting the Loxahatchee River, while meeting all regulatory requirements. Attachment 3 provides a Project Location Map. The Village of Tequesta submitted the project to the Loxahatchee River Preservation Initiative (LRPI) for grant funding in 2022 and was selected for funding in 2023. The matching grant program, administered by the Florida Department of Environmental Protection (FDEP), will reimburse 50% of construction costs associated with the project. A copy of the executed grant agreement between the FDEP and the Village of Tequesta is included as Attachment 4.

The Village of Tequesta designed and competitively bid the "Dover Ditch Living Shoreline (ITB-UTIL 05-01-2025/AF)" project in accordance with Florida Statute. Six (6) sealed bids were received and opened publicly on June 18, 2025, with total bid prices ranging from \$304,289.80 to \$1,954,102.00. The lowest total bid was submitted by BlueTerra LLC and was 15.5% lower than the 2nd lowest bid. The detailed bid tabulation is provided as Attachment 5. BlueTerra's bid

proposal was reviewed by the Village of Tequesta and Tequesta's design engineer of record, Chen Moore and Associates (CMA), and found to be responsive to the bid requirements. BlueTerra's proposal and the bid review summary by CMA are included as Attachments 6 and 7.

The Village of Tequesta's Council will make a decision concerning the award of a construction contract to BlueTerra LLC for an amount of \$304,289.80, at their July 10, 2025, Village Council meeting. In addition, Tequesta has approved a work authorization to CMA, included herein as Attachment 8, for an amount of \$38,000, to provide construction phase engineering services necessary to support the project through construction completion. In accordance with the aforementioned IA, the Town is responsible for reimbursing the Village of Tequesta for 40% of the Dover Ditch Living Shoreline (S2418) project costs totaling \$76,057.96. This amount reflects the anticipated reimbursement of 50% of construction costs provided by the LRPI grant. Funding for construction of these drainage and water quality improvements for Dover Ditch was budgeted and is available in the approved CIP Project S2418. A detailed project budget is included in Attachment 9.

Tequesta will administer the construction contract with BlueTerra. Town staff will attend construction meetings and conduct inspections to evaluate construction progress and assist with answering questions during construction as may be needed. Based on Tequesta receiving approval from the Village Council on July 10, 2025, Tequesta staff anticipates that the construction contract will commence before the end of July 2025, and construction is anticipated to be completed by February 2026.

ANALYSIS

The Village of Tequesta plans to award a construction contract to BlueTerra LLC for the Dover Ditch Living Shoreline project on July 10, 2025, in response to competitive bids that they received to improve the drainage ditch and enhance stormwater runoff water quality to protect the Loxahatchee River. The Town of Jupiter shares responsibility for the maintenance of Dover Ditch with the Village of Tequesta since the ditch lies partially within Jupiter's municipal boundaries and is utilized by the Town for stormwater management. In 2023, Tequesta was awarded grant funding from FDEP through the Loxahatchee River Preservation Initiative (LRPI) for an amount of \$152,144.90 for the Dover Ditch water quality improvements. In accordance with the Interlocal Agreement, adopted by Resolution 04-98 between the Town of Jupiter and the Village of Tequesta for the maintenance of Dover Ditch, the Town is responsible for reimbursing the Village for 40% of the project costs. A purchase order for engineering design and permitting for the project was previously issued. A purchase order for construction and engineering construction services in an amount of \$76,057.96 is requested. As outlined in Attachment 9, the project budget includes a 10% contingency for unforeseen conditions should such arise during construction. The Town's 40% share of the proposed construction costs is available in the adopted Dover Ditch Water Quality Improvements (S2418) CIP Project.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

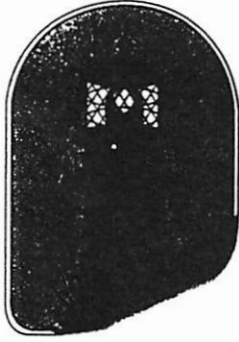
ATTACHMENTS

1. Interlocal Agreement between the Town of Jupiter and Village of Tequesta for Dover Ditch
2. Dover Ditch CIP Sheet
3. Project Location Map
4. Executed grant agreement between Tequesta and FDEP
5. Village of Tequesta Detailed Bid Tabulation
6. BlueTerra's Bid Proposal to the Village of Tequesta
7. Chen Moore Bid Review Summary
8. Work Authorization to CMA for Construction Phase Engineering Services
9. Town of Jupiter Detailed Project Budget

FUNDING SOURCE

Approved in Budget	\$161,874.00	Sources: Dover Ditch Water Quality Impr CIP (Acct. 41151038-563100-S2418)
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For more information or copies of the attachments, please contact Haley Johnson at Haleyj@jupiter.fl.us and/or 561-741-2469.



TOWN OF JUPITER

UTILITIES DEPARTMENT

PO BOX 8900
JUPITER FL 33468-8900
FAX (561) 747-5634

February 24, 1998

Mr. Thomas G. Bradford
Village Manager
Village of Tequesta
357 Tequesta Drive
Tequesta, Florida 33469

Re: Interlocal Agreement - Dover Ditch Maintenance

Dear Mr. Bradford:

Enclosed please find one fully executed original of the Interlocal Agreement pertaining to the maintenance of Dover Ditch.

Thank you for your cooperation in handling this matter.

Sincerely,

David L. Brown
Director of Utilities

RESOLUTION NO. 04-98

**A RESOLUTION OF THE TOWN OF JUPITER, FLORIDA
AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE VILLAGE OF
TEQUESTA REGARDING THE TOWN'S JOINT FUNDING
OF THE MAINTENANCE OF THE DOVER DITCH AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Jupiter desires to cooperate with the Village of Tequesta regarding the joint funding of the routine maintenance of the Dover Ditch; and

WHEREAS, the Village of Tequesta is currently responsible for the total maintenance of the Dover Ditch; and

WHEREAS, the Town stormwater utility's drainage improvements will soon contribute flow to the Dover Ditch; and

WHEREAS, Chapter 163, Florida Statutes authorizes and encourages local governments to work cooperatively through interlocal agreements; and

WHEREAS, the Town of Jupiter and the Village of Tequesta have prepared an interlocal agreement which sets forth their respective responsibilities.

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

Section 1. The interlocal agreement (a copy of which is attache hereto and incorporated herein as Exhibit "A") between the Town of Jupiter and the Village of Tequesta is hereby approved.

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

Section 3. Upon the acceptance and execution of the interlocal agreement by the appropriate officials of the Village of Tequesta, the parties shall be responsible for carrying out their respective responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon adoption.

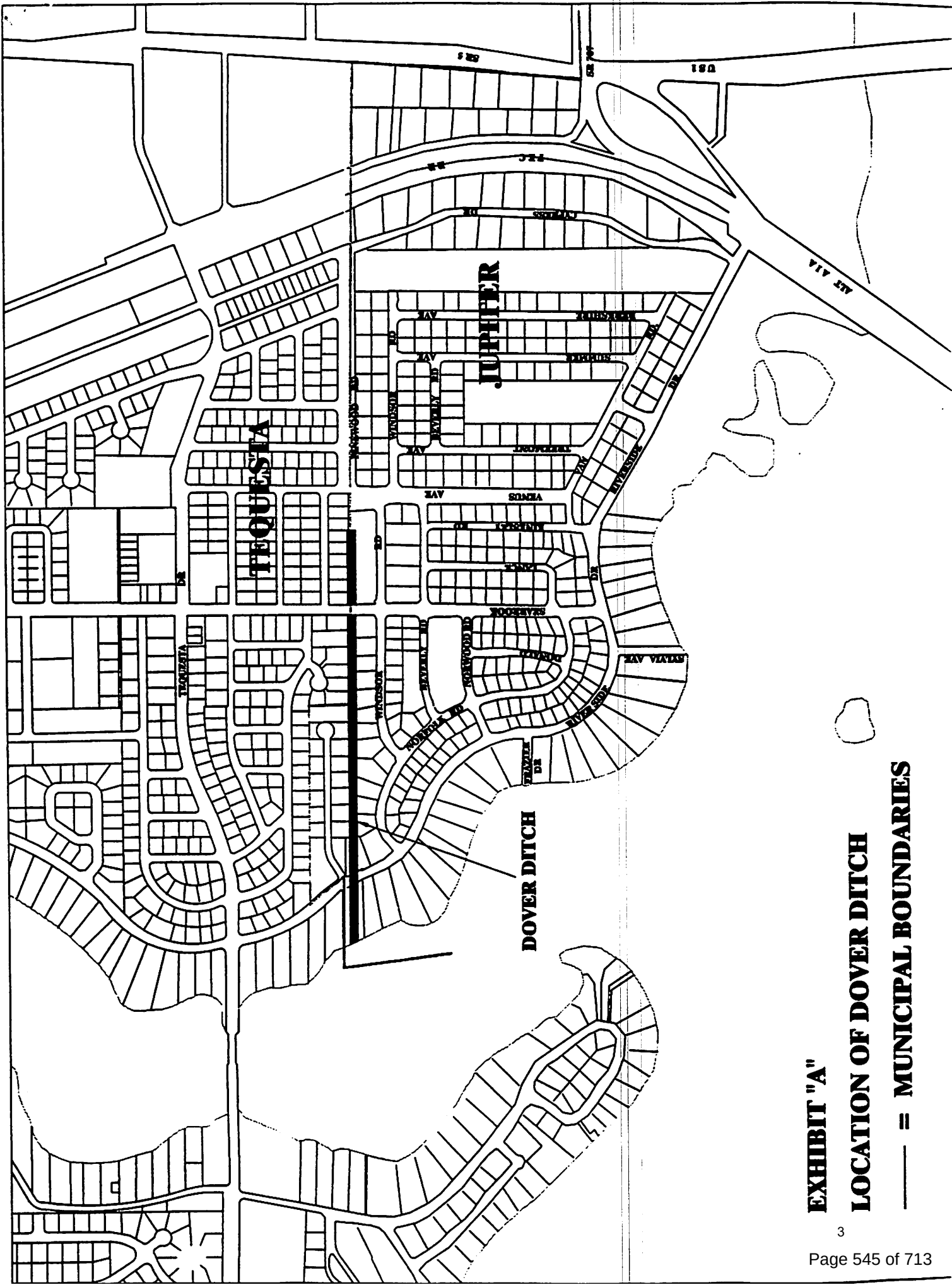


EXHIBIT "A"

LOCATION OF DOVER DITCH

— = MUNICIPAL BOUNDARIES

The foregoing Resolution was offered by Councilor Barbara P. Henderson, who moved its adoption. The motion was seconded by Councilor Donald D. Daniels, and upon being put to a roll call vote, the vote was as follows:

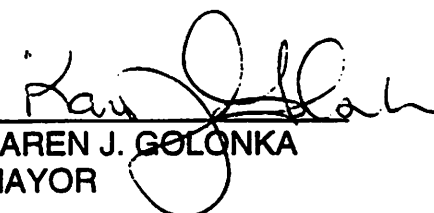
	AYE	NAY
MAYOR KAREN J. GOLONKA	<u>X</u>	<u> </u>
VICE-MAYOR THOMAS J. McCARTHY	<u>X</u>	<u> </u>
COUNCILOR DONALD D. DANIELS	<u>X</u>	<u> </u>
COUNCILOR BARBARA P. HENDERSON	<u>X</u>	<u> </u>
COUNCILOR DANIEL J. AMERO	<u>Absent</u>	<u> </u>

The Mayor thereupon declared the foregoing Resolution 4 - 98 duly passed and adopted this 17th day of February, 1998.

TOWN OF JUPITER, FLORIDA

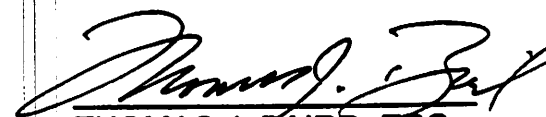
ATTEST:


SALLY M. BOYLAN, CMC
TOWN CLERK

BY: 
KAREN J. GOLONKA
MAYOR

(TOWN SEAL)




THOMAS J. BAIRD, ESQ.
Approved as to form and
legal sufficiency

**AN INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF JUPITER
AND
THE VILLAGE OF TEQUESTA
FOR JOINT FUNDING OF THE MAINTENANCE OF DOVER DITCH**

THIS AGREEMENT, made and entered this 17th day of FEBRUARY 1998, by and between the VILLAGE OF TEQUESTA, Palm Beach County, Florida, a municipal corporation hereinafter referred to as the "Village," and the TOWN OF JUPITER, Palm Beach County, Florida, a municipal corporation hereinafter referred to as the "Town."

WHEREAS, the Town and the Village both utilize the "Dover Ditch," illustrated in Exhibit "A" to this Agreement, for stormwater purposes; and

WHEREAS, the Village currently is solely responsible for the perpetual maintenance of the Dover Ditch, as described in Agreement R-79-1367 with the Board of County Commissioners of Palm Beach County dated October 2, 1979, and as required by South Florida Water Management District Permit No. 50-03679-P; and

WHEREAS, the Town is desirous of enhancing its level of stormwater management, thereby increasing its discharge to the Dover Ditch; and

WHEREAS, the Town agrees to pay its proportionate share of the maintenance of the Dover Ditch; and

WHEREAS, the parties agree that maintenance is defined as activities keeping the Dover Ditch in its intended condition and may include, but not be limited to, such activities as sediment and debris removal, vegetation control, structure repairs, mowing and prevention or restoration of bank erosion; and

WHEREAS, both parties agree to be responsible for, and to take appropriate steps to address, their proportionate shares of any pollutant loadings emanating from the Dover Ditch to receiving waters, if required by Federal, State or local authorities; and

WHEREAS, both parties agree to notify the other party in advance and in writing, and to negotiate a revised proportionate share of maintenance expenses, whenever a modification to permitted discharge to the Dover Ditch is sought; and

WHEREAS, both parties agree that the Town's current proportional share of maintenance expenses for the Dover Ditch shall be 40%, and the Village's current proportional share of maintenance expenses for the Dover Ditch shall be 60%, based on the parties' current respective shares of total permitted discharge to the Dover Ditch, as provided in proposed South Florida Water Management District Permit No. 50-03947-P (Jupiter), and in South Florida Water Management District Permit No. 50-03679-P (Tequesta); and

WHEREAS, both parties agree that the maintenance of the Dover Ditch shall be contracted and performed by a third party, unless both parties hereto mutually agree to other maintenance arrangements.

NOW, THEREFORE, WITNESSETH, that in consideration of the benefits to the residents of the Town and the Village, and in consideration of the binding terms and covenants contained herein, the respective parties agree as follows:

- 1. The Village of Tequesta shall:**
 - a. Remain responsible for the perpetual maintenance of the Dover Ditch pursuant to Agreement R-79-1367 with the Board of County Commissioners of Palm Beach County and by South Florida Water Management District Permit No. 50-03679-P;**
 - b. Contract the maintenance of the Dover Ditch with a third party unless otherwise agreed to by both parties as stated herein;**
 - c. Administer the third party maintenance contracts for the Dover Ditch to ensure that the stormwater facility operates as permitted and designed; and**
 - d. On a monthly basis, bill to the Town an amount equal to 40% of the maintenance expenses of the Dover Ditch incurred by the Village, with supporting documentation evidencing that the work was performed by the third party and that payment of same has been made by the Village.**
- 2. The Town shall remit payment to the Village of costs billed in item 1.d. above within thirty (30) days of receipt of invoice from the Village, such costs being based on the Town's share of total permitted discharge to the Dover Ditch, as provided in proposed South Florida Water Management District Permit No. 50-03947-P. Failure by the Town to remit such payment to the Village in a timely manner shall be construed as the Town's voluntary cancellation of this Agreement.**
- 3. The Town may cancel this Agreement by providing the Village with written notice of its intention to do so, or by failing to remit to the Village in a timely manner its proportionate share of maintenance costs for the Dover Ditch, as provided in paragraph 2 above, provided that such cancellation shall be conditioned on the Town's immediate discontinuation of all use of the Dover Ditch and the capping of its discharge pipes to the same.**
- 4. In any litigation, including appeals, arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.**
- 5. This Agreement shall take effect upon formal adoption of same by the respective elected bodies of the parties referenced herein and signature by the Mayor of the Town of Jupiter and the Mayor of the Village of Tequesta.**
- 6. Immediately following formal adoption of this Agreement, as described in paragraph 5 above, the Village of Tequesta shall file a Notice of Withdrawal and Voluntary**

Dismissal, pursuant to Rules 60Q-2.036 and 2.037, F.A.C., with the South Florida Water Management District and, if applicable, with the Division of Administrative Hearings ("DOAH"), in order to withdraw Tequesta's Petition for Hearing dated December 19, 1997 and to terminate Tequesta's challenge of proposed Permit No. 50-03947-P.

7. Written notifications required herein shall be by U.S. Mail as follows:

If to the Village: Village Manager
Village of Tequesta
P.O. Box 3273
Tequesta, FL 33469-0273

If to the Town: Town Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

IN WITNESS THEREOF, the respective parties of this Agreement have caused the signature of the Mayor of the Town of Jupiter and the Mayor of the Village of Tequesta to be affixed hereto on the date first written above.

VILLAGE OF TEQUESTA

BY: [Signature]
ATTEST:

[Signature]

TOWN OF JUPITER

BY: [Signature]
ATTEST:

[Signature]

G:\USERS\ATTY\JCR\13153-01\INTERLOC.AG



RESOLUTION NO. 04-98

**A RESOLUTION OF THE TOWN OF JUPITER, FLORIDA
AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE VILLAGE OF
TEQUESTA REGARDING THE TOWN'S JOINT FUNDING
OF THE MAINTENANCE OF THE DOVER DITCH AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Jupiter desires to cooperate with the Village of Tequesta regarding the joint funding of the routine maintenance of the Dover Ditch; and

WHEREAS, the Village of Tequesta is currently responsible for the total maintenance of the Dover Ditch; and

WHEREAS, the Town stormwater utility's drainage improvements will soon contribute flow to the Dover Ditch; and

WHEREAS, Chapter 163, Florida Statutes authorizes and encourages local governments to work cooperatively through interlocal agreements; and

WHEREAS, the Town of Jupiter and the Village of Tequesta have prepared an interlocal agreement which sets forth their respective responsibilities.

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

Section 1. The interlocal agreement (a copy of which is attache hereto and incorporated herein as Exhibit "A") between the Town of Jupiter and the Village of Tequesta is hereby approved.

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

Section 3. Upon the acceptance and execution of the interlocal agreement by the appropriate officials of the Village of Tequesta, the parties shall be responsible for carrying out their respective responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon adoption.

TOWN OF JUPITER			
COMMUNITY INVESTMENT PROGRAM			
2024 - 2028			
Strategic Priority : Fiscal Responsibility and Safety		Department : Utilities	
		Project No. : S24XX	
Project Name : Dover Ditch Water Quality Improvements		Year(s) : 2024	
		Projected In-Service Date :	2025
Project Description : Dover Ditch exists partially within the Village of Tequesta and partially within the Town of Jupiter municipal boundaries. Dredging of accumulated sediment and installation of bank stabilization using living shoreline techniques for nutrient removal is proposed in the segment of the ditch from Riverside Drive west to the outfall at the North Fork of the Loxahatchee River. Construction of a sediment trap and bank stabilization is proposed for the majority of the ditch between Riverside Drive and Seabrook Road, with a small segment of exfiltration trench proposed. Costs for the project would be shared between the Town of Jupiter and the Village of Tequesta pursuant to the existing interlocal agreement for the Dover Ditch.			
Link to Strategic Plan : This project supports the Town's Strategic Plan of Fiscal Responsibility by providing effective stormwater system infrastructure to enhance stormwater runoff water quality thereby protecting the Loxahatchee River, while meeting all regulatory requirements.			
Need, Justification, Benefits : The ditch banks have eroded creating unsafe conditions in some areas and are in need of stabilization. Water quality improvement provided by this project is intended to reduce nutrient impairments within the Loxahatchee River and is integral to the Regional Loxahatchee River Pollutant Reduction Plan.			
Location & Area Map		Project Photo	
			
Comments : Grant funding from the Loxahatchee River Preservation Initiative (LRPI) is being pursued by Tequesta for 50% of the total project cost of \$800,000, with 40% of local matching funds to be provided by the Town pursuant to the existing Interlocal Agreement with the Village of Tequesta.			

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	Dover Ditch Water Quality Improvements	Project No.	S24XX
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$17,484	\$0	\$0	\$0	\$0	\$0	\$17,484
Construction	\$0	\$157,352	\$0	\$0	\$0	\$0	\$0	\$157,352
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$0	\$174,836	\$0	\$0	\$0	\$0	\$0	\$174,836

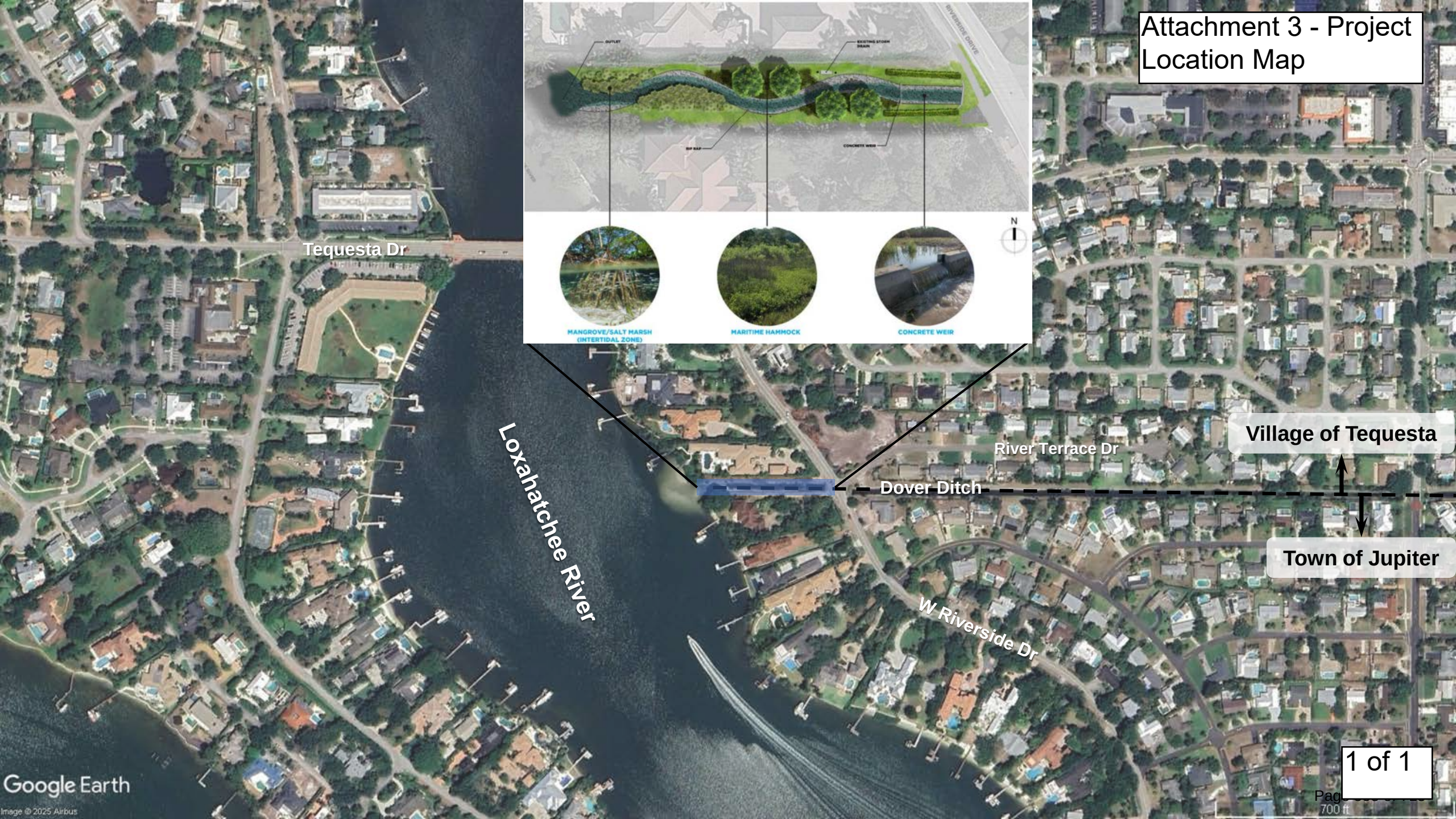
Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LRPI Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R & R funds	\$0	\$174,836	\$0	\$0	\$0	\$0	\$0	\$174,836
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$174,836	\$0	\$0	\$0	\$0	\$0	\$174,836

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Balance							\$0

Attachment 3 - Project Location Map



Tequesta Dr

Loxahatchee River

River Terrace Dr

Dover Ditch

W Riverside Dr

Village of Tequesta

Town of Jupiter

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): **Dover Ditch Living Shoreline** Agreement Number: **LPA0712**

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

Grantee Name: **Village of Tequesta** Entity Type: **Local Government**
 Grantee Address: **Village Hall, 345 Tequesta Dr, Tequesta, FL 33469** FEID: **59-6044081**
 (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 31, 2026**

4. Project Number: Project Location(s): **Lat/Long: (26.9561, -80.1011)**
 (If different from Agreement Number)

Project Description: **The Grantee will dredge and stabilize the westernmost 350 feet of canal and construct a living shoreline that will prevent additional erosion and create 1,100 square feet of constructed wetlands.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 157,500.00	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 157,500.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 157,500.00

6. Department's Grant Manager Grantee's Grant Manager
 Name: **Nathan Jagoda** Name: **Marjorie Craig**
 or successor or successor
 Address: **Florida Dept. of Environmental Protection** Address: **Village Hall**
3900 Commonwealth Blvd. **345 Tequesta Dr.**
Tallahassee, FL 32399-3000 **Tequesta, FL 33469**
 Phone: **850-245-2946** Phone: **561-768-0459**
 Email: **nathan.jagoda@FloridaDEP.gov** Email: **mcraig@tequesta.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)

☐ 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):	
Federal Award Date to Department:	
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.

Village of Tequesta

GRANTEE

Grantee Name

By


(Authorized Signature)

12/19/23

Date Signed

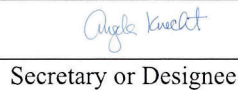
Molly Young, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By


Secretary or Designee

Digitally signed by Angela Knecht
Date: 2024.01.03 12:01:26 -05'00'

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Nathan
Jagoda

Digitally signed by Nathan
Jagoda
Date: 2024.01.03
10:17:00 -05'00'

Nathan Jagoda, DEP Grant Manager

Michael Barr

Digitally signed by Michael Barr
Date: 2024.01.03 11:13:41 -05'00'

Michael Barr, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. **Payment.**

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

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

Attachment 1

3 of 13

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

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

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

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

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

Attachment 1

4 of 13

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

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

- 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 Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

25. Investing in America

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

a. **Signage Requirements**

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

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

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

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

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

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

29. Audits.

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

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

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0712**

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 Dover Ditch Living Shoreline. 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 on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts 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

Attachment 2

2 of 3

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. Additional Terms.

None.

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

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Dover Ditch Living Shoreline

PROJECT LOCATION: The Project will be located in the Village of Tequesta within Palm Beach County; Lat/Long (26.9561, -80.1011). See Figure 1 for a location map.

PROJECT BACKGROUND: The Dover Ditch is a half-mile long canal along the boundary of the Village of Tequesta and the Town of Jupiter that provides flood protection for the residential neighborhood to the east. The existing banks of the ditch have eroded over time resulting in sediment deposition into the Loxahatchee River Estuary. This project includes dredging and stabilization of the westernmost 350 feet of canal and construction of a living shoreline that will prevent additional erosion and create 1,100 square feet of constructed wetlands in the segment of the ditch from Riverside Drive west to the outfall at the North Fork of the Loxahatchee River. This will provide nutrient removal benefits and act as habitat for fish and wildlife. This project was ranked first of eight projects selected for support by the Loxahatchee River Preservation Initiative, which is a multi-agency partnership that focuses on watershed restoration projects that will achieve water quality improvements within the Loxahatchee River.

PROJECT DESCRIPTION: The Grantee will dredge and stabilize the westernmost 350 feet of canal approximately and construct a living shoreline that will prevent additional erosion and create approximately 1,100 square feet of constructed wetlands. The project involves earthwork to reshape the canal cross-section and bank configuration, placement of imported rip-rap and stone for erosion control, and planting of landscape materials to establish the upland and wetland habitat of the living shoreline.

This project is associated with the Palm Beach County Loxahatchee River Preservation Initiative.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Construction

Deliverables: The Grantee will construct the Dover Ditch Living Shoreline project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

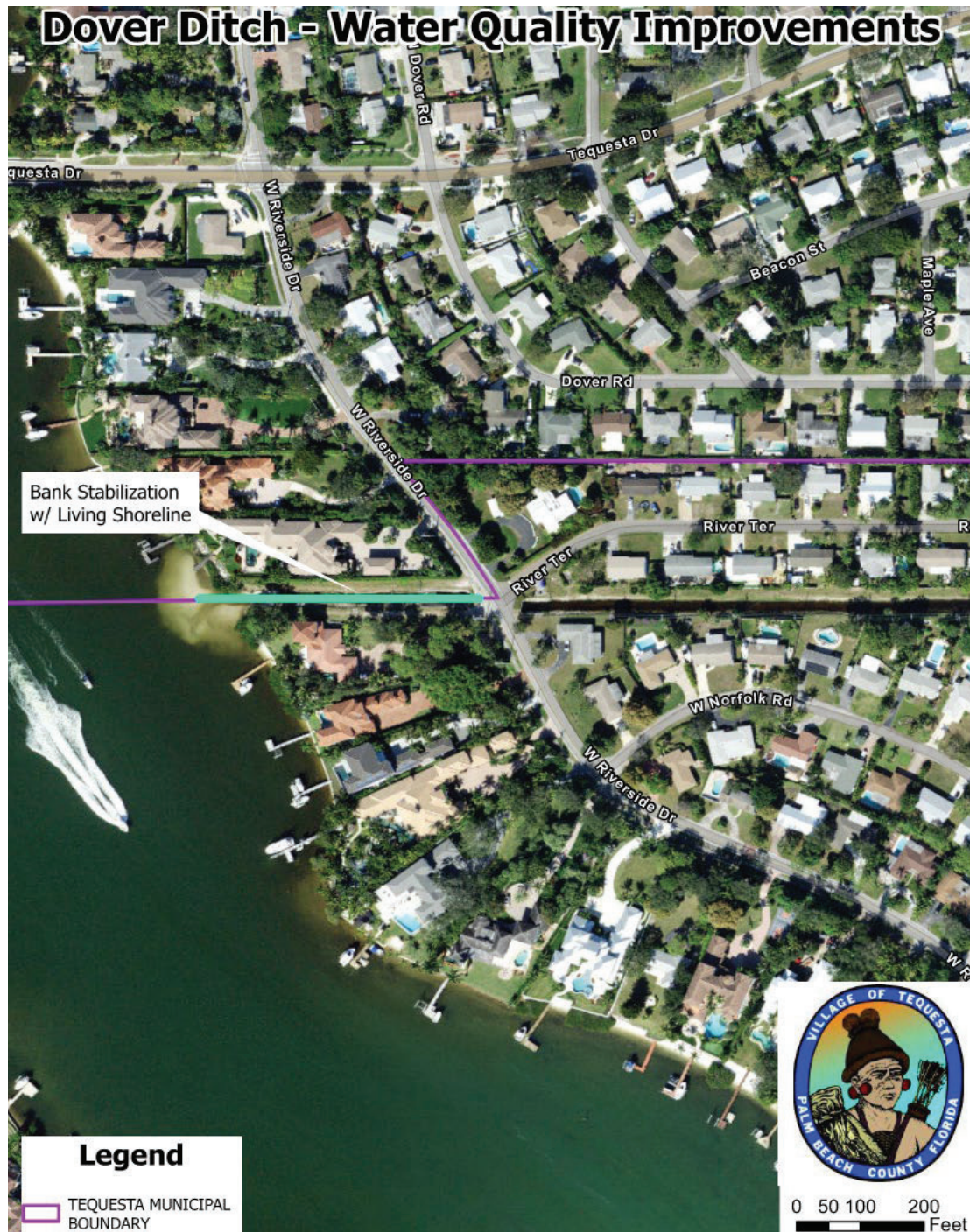
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$157,500	07/01/2023	09/30/2025
Total:			\$157,500		

Figure 1 – Location Map



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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5

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PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

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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	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	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	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	State Appropriation Category

Total Award	\$157,500
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0712
Project Title:	Dover Ditch Living Shoreline
Grantee Name:	Village of Tequesta
Grantee's Grant Manager:	
Reporting Period:	Select Quarter Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks if design and/or construction are included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐ 60% ☐ 90% ☐ 100% ☐

Permitting (Completed): Yes ☐ No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

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

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



Village of Tequesta Utilities
Dover Ditch Living Shoreline
ITB-UTIL 05-01-2025/AF
June 18, 2025 at 2:00 pm Bid Opening

				BlueTerra LLC		East Coast Industries Corp.		Sea & Shoreline LLC		Close Construction Services, LLC		Underwater Engineering Services, Inc.		Razorback LLC	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS															
1	General Conditions	LS	1	\$70,452.38	\$70,452.38	\$94,850.00	\$94,850.00	\$45,000.00	\$45,000.00	\$61,000.00	\$61,000.00	\$83,300.00	\$83,300.00	\$372,000.00	\$372,000.00
2	Unclassified Excavation	CY	562	\$33.12	\$18,613.44	\$42.50	\$23,885.00	\$190.00	\$106,780.00	\$90.00	\$50,580.00	\$165.00	\$92,730.00	\$470.00	\$264,140.00
3	Placement and Compaction of Fill	CY	51	\$193.38	\$9,862.38	\$45.00	\$2,295.00	\$186.00	\$9,486.00	\$45.00	\$2,295.00	\$348.00	\$17,748.00	\$267.00	\$13,617.00
4	Filter Fabric	SY	1090	\$10.56	\$11,510.40	\$12.00	\$13,080.00	\$18.00	\$19,620.00	\$16.00	\$17,440.00	\$26.00	\$28,340.00	\$80.00	\$87,200.00
5	Bedding Stone	CY	285	\$85.30	\$24,310.50	\$95.00	\$27,075.00	\$190.00	\$54,150.00	\$210.00	\$59,850.00	\$307.00	\$87,495.00	\$690.00	\$196,650.00
6	Rock Riprap	CY	570	\$83.19	\$47,418.30	\$120.00	\$68,400.00	\$200.00	\$114,000.00	\$275.00	\$156,750.00	\$326.00	\$185,820.00	\$517.00	\$294,690.00
7	Miscellaneous Concrete (as needed)	SY	20	\$0.00	\$0.00	\$550.00	\$11,000.00	\$450.00	\$9,000.00	\$55.00	\$1,100.00	\$213.00	\$4,260.00	\$4,800.00	\$96,000.00
8	Miscellaneous Asphalt (as needed)	SY	20	\$52.50	\$1,050.00	\$550.00	\$11,000.00	\$500.00	\$10,000.00	\$45.00	\$900.00	\$198.00	\$3,960.00	\$2,750.00	\$55,000.00
9	Vegetation	LS	1	\$18,112.38	\$18,112.38	\$12,850.00	\$12,850.00	\$39,800.00	\$39,800.00	\$100,000.00	\$100,000.00	\$21,000.00	\$21,000.00	\$179,000.00	\$179,000.00
10	Install Sod	SY	720	\$16.54	\$11,908.80	\$5.85	\$4,212.00	\$9.00	\$6,480.00	\$15.00	\$10,800.00	\$62.50	\$45,000.00	\$50.00	\$36,000.00
11	Remove Bollards	EA	3	\$3,120.79	\$9,362.37	\$500.00	\$1,500.00	\$250.00	\$750.00	\$7,500.00	\$22,500.00	\$100.00	\$300.00	\$6,000.00	\$18,000.00
12	Silt Fence	LF	747	\$12.67	\$9,464.49	\$5.50	\$4,108.50	\$4.50	\$3,361.50	\$15.00	\$11,205.00	\$10.00	\$7,470.00	\$15.00	\$11,205.00
13	Floating Turbidity Barrier	LF	114	\$86.07	\$9,811.98	\$41.00	\$4,674.00	\$23.00	\$2,622.00	\$50.00	\$5,700.00	\$28.00	\$3,192.00	\$200.00	\$22,800.00
14	Protection and Relocation of Existing Utilities	LS	1	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00	\$155,000.00	\$155,000.00
15	Debris Skimmer / Manatee Barrier	EA	1	\$2,500.00	\$2,500.00	\$12,800.00	\$12,800.00	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00	\$12,648.00	\$12,648.00	\$88,000.00	\$88,000.00
16	Replacement of Existing Fence and Gate	LS	1	\$9,912.38	\$9,912.38	\$4,850.00	\$4,850.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$12,922.00	\$12,922.00	\$14,800.00	\$14,800.00
17	Undefined Conditions Allowance	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Bid Amount: (Items 1-17) =					\$304,289.80		\$351,579.50		\$544,049.50		\$610,120.00		\$658,685.00		\$1,954,102.00

Bid Proposal

Bidding Company Name: BlueTerra LLC

Village of Tequesta Utilities Department
345 Tequesta Drive
Tequesta, FL 33469

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Provide all labor, equipment, materials, and tools necessary to convert the westernmost 350-foot segment of Dover Ditch into a meandering "stream". This work will include dredging, re-aligning, and stabilizing the stream, along with the installation of debris skimmer/manatee barrier and native plant species to create "living shorelines" on the banks of the stream and all other incidentals required to complete the Work in accordance with the Bidding Documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract and provide required insurance within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the Contract Times specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	180 calendar days from Notice to Proceed
Final Completion:	210 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor obtaining permits, complete shop drawing submittal, and all other work required to complete the Work in full.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 4 (insert number) Addenda for this project.

The undersigned agrees to provide release of liens for all subcontractors and suppliers during the course of the contract with each payment application.

The undersigned acknowledges that payments made by the Village of Tequesta will be made via check and vendor will provide the Village of Tequesta with the information required to make the CONTRACTOR a vendor in the Village of Tequesta system.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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Proposal (Continued)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE

06/17/25

FIRM NAME

BlueTerra LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

33-2467792

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL

Heather Herold

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL

Heather Hreold, CEO

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL

heatherherold@blueterra.us

BUSINESS ADDRESS

865 Rhett St, Winter Garden, 34787

BUSINESS TELEPHONE

(321) 626-6760 or (877) 793-4777

STATE OF INCORPORATION

Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Heather Herold, CEO

BlueTerra, P.O. Box 783095, Winter Garden, FL 34778

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

BlueTerra, P.O. Box 783095, Winter Garden, FL 34778

Kevin Perry, Director of Marine Construction, kevinperry@blueterra.us, (973) 769-5271

Bid Schedule of Values
Dover Ditch Living Shoreline

BIDDING COMPANY NAME: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE
1	General Conditions	LS	1	\$ <u>70,452.38</u>	\$ <u>70,452.38</u>
2	Unclassified Excavation	CY	562	\$ <u>\$33.12</u>	\$ <u>18,613.44</u>
3	Placement and Compaction of Fill	CY	51	\$ <u>193.38</u>	\$ <u>9,862.38</u>
4	Filter Fabric	SY	1090	\$ <u>10.56</u>	\$ <u>11,510.40</u>
5	Bedding Stone	CY	285	\$ <u>85.30</u>	\$ <u>24,310.50</u>
6	Rock Riprap	CY	570	\$ <u>83.19</u>	\$ <u>47,418.30</u>
7	Miscellaneous Concrete (as needed)	SY	20	\$ <u>0</u>	\$ <u>0</u>
8	Miscellaneous Asphalt (as needed)	SY	20	\$ <u>52.50</u>	\$ <u>1,050.00</u>
9	Vegetation	LS	1	\$ <u>18,112.38</u>	\$ <u>18,112.38</u>
10	Install Sod	SY	720	\$ <u>16.54</u>	\$ <u>11,908.80</u>
11	Remove Bollards	EA	3	\$ <u>3,120.79</u>	\$ <u>9,362.37</u>
12	Silt Fence	LF	747	\$ <u>12.67</u>	\$ <u>9,464.49</u>
13	Floating Turbidity Barrier	LF	114	\$ <u>86.07</u>	\$ <u>9,811.98</u>
14	Protection and Relocation of Existing Utilities	LS	1	\$ <u>0</u>	\$ <u>0</u>
15	Debris Skimmer/ Manatee Barrier	EA	1	\$ <u>2,500.00</u>	\$ <u>\$2,500.00</u>
16	Replacement of Existing Fence and Gate	LS	1	\$ <u>9,912.38</u>	\$ <u>9,912.38</u>
17	Undefined Conditions Allowance	LS	1	\$ <u>50,000</u>	\$ <u>50,000</u>

TOTAL BID PRICE: (ITEMS 1-17) = \$ 304,289.80

TOTAL BID PRICE (ITEMS 1-17) IN WORDS: _____

Three Hundred and Four Thousand, Two Hundred and Eighty Nine Dollars, and Eighty Cents

Village Clerk's ADA Compliance Statement Form

The Village of Tequesta strives to be an inclusive environment. As such, it is the Village's policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 ("ADA") by ensuring that the Contractor's [agreement /bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement /bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at the Web Content Accessibility Guidelines page.

Required Confirmation:

I, BlueTerra LLC (Print or Type Name of Firm), have read the above compliancy statement and confirm the agreement, bid documents and specifications, including files, images, graphics, text, audio, video, and multimedia, contained within this bid packet are accessible to individuals with disabilities and conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0.

Heather Herold

Representative Signature

06/16/2025

Date

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Bid Bond

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

Bidder Name: BLUETERRA LLC Phone: (321) 626-6760 Address (principal place of business): 865 Rhett St. Winter Garden, FL 34787	Surety Name: Merchants National Bonding, Inc. Phone: (515) 243-8171 Address (principal place of business): PO Box 14498, Des Moines, IA 50306-3498
Owner Name: Village of Tequesta Utilities Department Phone: 561-746-5134 Address (principal place of business): 345 Tequesta Drive Tequesta, FL 33469	Bid Project (name and location): Dover Ditch Living Shoreline, Tequesta, Florida Bid Due Date: June 18, 2025
Bond	
Penal Sum: <u>5% of Total Bid Amount</u> Date of Bond: <u>June 18, 2025</u>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Village of Tequesta, and as having an Agent resident therein.	
Bidder <u>BLUETERRA LLC</u> (Full formal name of Bidder) By: <u>Heather Herold</u> (Signature) Name: <u>Heather Herold</u> (Printed or typed) Title: <u>CEO</u> Attest: <u>Jeff Huenink</u> (Signature) Name: <u>Jeff Huenink</u> (Printed or typed) Title: <u>CFO</u>	Surety <u>Merchants National Bonding, Inc.</u> (Full formal name of Surety) (Corporate Seal) By: <u>Jeffrey W. Reich</u> (Signature) (Attach Power of Attorney) Name: <u>Jeffrey W. Reich</u> (Printed or typed) Title: <u>Attorney-In Fact & FL Lic. Resident Agent</u> Inquiries: 407-786-7770 Attest: <u>Meadow Hellandbrand</u> (Signature) Name: <u>Meadow Hellandbrand</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses ore to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

Bid Bond (Continued)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

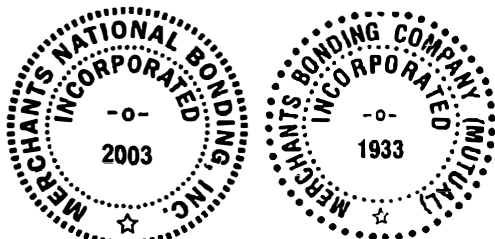
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of March, 2025.



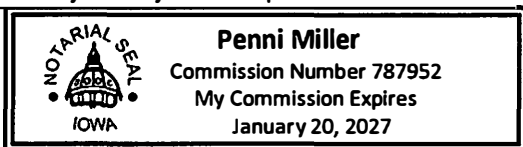
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of June, 2025.



Ata B. S.
Secretary

Drug Free Workplace Certificate

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that
BlueTerra LLC

(Print or Type Name of Firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Heather Herold

Authorized Signature

06/16/2025

Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this day of June 16th, 2025

☒ Personally known or Produced Identification _____
(Specify Type of Identification)

Nicole Morgan

Signature of Notary

My Commission Expires 11/20/2028



NICOLE MORGAN
Notary Public
State of Florida
Comm# HH614729
Expires 11/20/2028

Village of Tequesta Utilities Department
Dover Ditch Living Shoreline

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E-Verify Affidavit

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Tequesta.

The contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Tequesta upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

<u>BlueTerra LLC</u>	<u>33-2467792</u>
Company name	Federal Employer Identification No.
<u>Heather Herold</u>	<u>06/16/2025</u>
Signature	Date
<u>06/16/2025</u>	<u>CEO</u>
Print Name	Title

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 06/16/2025 (date) by Heather Herold agent, title of _____ (name of officer or officer or agent) of BlueTerra LLC _____ (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public



NICOLE MORGAN
Notary Public
State of Florida
Comm# HH614729
Expires 11/20/2028

Nicole Morgan

Name typed, printed or stamped

My Commission Expires:

Trench Safety

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE(LF, SY)	UNIT (QUANTITY)	UNIT COST (\$)	COST (\$)
---	-------------------------------------	----------------------------	---------------------------	------------------

- A. N/A
- B. _____
- C. _____
- D. _____

Failure to complete the above may result in the bid being declared non-responsive.

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List of Subcontractors/Suppliers

Bidder shall list below information regarding subcontractors and suppliers who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

<u>Work to be Performed/ Materials to be Supplied</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
N/A			

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Attach additional pages as needed.

Qualification Requirements

(Complete these pages entirety and include with Sealed Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. State the numbers of years your organization has been doing business in the State of Florida:

1 year

1. We typically perform 100 % of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:

Marine Construction / Dredging / Rip-Rap / Plantings Nurseries / Geotextiles / Skimmer
Operation

2. Has Bidder ever failed to complete awarded work? No
If so, state where, when and why:

3. State the location of the office from which this contract will be managed.

P.O. Box 783095, Winter Garden, FL 34778

Qualification Requirements (Continued)

4. State the number of employees available to complete the work contemplated by this contract.

4

5. Provide the name, experience and resume of the Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Kevin Perry, Director of Marine Construction

Blue Terra team member for 1 year. He has 10 years of marine construction and general Construction experience, completing 48 marine construction projects valued at over \$85M. Previously worked for Sea & Shoreline. Employment verification contact is Carol Schwartz (813) 240-8787

6. Provide name, experience and resume of the Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Kevin Perry, Director of Marine Construction

Blue Terra team member for 1 year. He has 10 years of marine construction and general construction experience, completing 48 marine construction projects valued at over \$85M. Previously worked for Sea & Shoreline. Employment verification contact is Carol Schwartz (813) 240-8787.

7. List equipment owned by Contractor to be utilized in completion of the Work identified for this contract. (Bidder certifies that all listed equipment meets requirements set forth in *instructions to bidders, section 3*) (Attach additional pages as necessary).

Various Hand Tools

8. List equipment to be rented by Contractor to complete the Work of this contract. (Attach additional pages as necessary).

Takeuchi 2150 excavator & Takeuchi TL 10 Skid Loader

Qualification Requirements (Continued)

9. Bidder shall include with their Bid a proposed schedule for completing the Work. The schedule shall identify tasks for the progression of work and be based on number of days from an assumed mobilization date. This schedule should, at a minimum, include all major milestones as listed in *Agreement (Contract) Between Owner and Contractor*.
10. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Major Subcontractors, provide previous experience and qualifications for at least three (3) projects completed over the past fifteen (15) years.

NOTE: Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

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Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT:

Blue Springs Bank Stabilization Phase III (Orange City, FL)

SCOPE OF WORK: Placing 1,000 lbs. of rock underwater with rigging for structural integrity of the spring run walls, removal disposal of existing structures, erosion and sediment control and endangered species monitoring.

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:

☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2022 and 2024

CONTRACT VALUE: Phase 2: \$697,000
Phase 3: \$885,000 TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: April 2024 to November 2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Florida Fish and Wildlife Conservation Commission (FWC)

OWNER CONTACT:

NAME: Taylor Kroll, PE PHONE NUMBER: (352) 339-6736 EMAIL ADDRESS: taylor.kroll@wsp.com
(was with FWC, but is now with WSP)

ENGINEERING FIRM (DURING CONSTRUCTION): WSP Environment & Infrastructure, Inc.

ENGINEER CONTACT:

NAME: John Kiefer PHONE NUMBER: (913) 458-2000 EMAIL ADDRESS: kieferj@bv.com

ADDITIONAL INFORMATION:

Engineer left WSP to take a new position with Black & Veatch

Qualification Requirements (Continued)

As Bidder, we certify the following:

(2) NAME & LOCATION OF PROJECT: Three Sisters Spring Shoreline Stabilization (Crystal River, FL)

SCOPE OF WORK: Restored the eroded shoreline surrounding the springs to enhance habitat and water flow. Project involved endangered species monitoring.

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:

☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2023

CONTRACT VALUE: \$728,000 TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: Feb 2024 to June 2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Southwest Florida Water Management District

OWNER CONTACT:

NAME: Janie Hagberg PHONE NUMBER: (813) 857-7878 EMAIL ADDRESS: janie.hagberg@swfwmd.state.fl.us

ENGINEERING FIRM (DURING CONSTRUCTION): Stan Tech

ENGINEER CONTACT:

NAME: Robert Terry PHONE NUMBER: (415) 281-5553 EMAIL ADDRESS: robert.terry@stantec.com

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

As Bidder, we certify the following:

(3) NAME & LOCATION OF PROJECT: Estuarine Habitat Enhancements at FSUCML (St. Teresa, FL)

SCOPE OF WORK: Oyster/Rip-rap reefs as well as embankment renourishment

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:

☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2022

CONTRACT VALUE: \$227,163.00 TOTAL VALUE OF CHANGE ORDERS: \$30,000

REASON FOR CHANGE ORDERS: To add sand - change requested by project owner

CONTRACT START AND COMPLETION DATES: June 2022 to October 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Florida Fish and Wildlife Conservation Commission

OWNER CONTACT:

NAME: Taylor Kroll PHONE NUMBER: (352) 339-6736 EMAIL ADDRESS: taylor.kroll@wsp.com

ENGINEERING FIRM (DURING CONSTRUCTION): Amec Foster

ENGINEER CONTACT:

NAME: Amec Foster PHONE NUMBER: (610) 828-8100 EMAIL ADDRESS: cuong.vu@amecfw.com

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

11. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects completed within the last three years that were not completed on schedule and for which liquidated damages (LD) were not incurred. Attach additional pages as needed:

PROJECT NAME: N/A

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

12. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

PROJECT/OWNER: N/A

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

13. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/A

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

14. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

Qualification Requirements (Continued)

15. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities.

BlueTerra team members have 10 years experience procuring, designing, permitting,
Constructing, funding, and monitoring 48 marine construction projects valued at over
\$85M. Projects included dredging, shoreline stabilizations, rip rap, wave attenuation,
living shorelines, oyster reefs, seagrass restoration, upland plantings, installation of
geotextiles, etc.

(Attach additional pages as necessary)

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: BlueTerra LLC

BY: Heather Herold *Heather Herold*

TITLE: CEO

DATED: 06/16/2025

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 16th DAY OF June, 2025

NOTARY PUBLIC -STATE OF Florida

MY COMMISSION EXPIRES: 11/20/2028



NICOLE MORGAN
Notary Public
State of Florida
Comm# HH614729
Expires 11/20/2028

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Contractor Safety Qualifications/Requirements

1. APPLICABILITY

- 1.1 Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CFR 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CFR 1910.119(h)).
- 1.2 **CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.**

2. OWNER RESPONSIBILITY

- 2.1 Selecting a Contractor:
 - 2.1.1 When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.
- 2.2 Informing a Contractor:
 - 2.2.1 Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
 - 2.2.2 Explain to the contractor the applicable provisions of the facilities emergency response program (i.e. alarms, evacuation routes, etc.)
 - 2.2.3 Inform the contractor of the facility's safe work practices of operations such as:
 - 2.2.3.1 Confined space entry
 - 2.2.3.2 Equipment/line opening
 - 2.2.3.3 Lockout/tagout Program
 - 2.2.3.4 Control over entry into regulated (i.e. hazardous) process areas
 - 2.2.3.5 Hot Work Permit
- 2.3 Evaluating a Contractor's Performance
 - 2.3.1 Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. CONTRACTOR RESPONSIBILITY

- 3.1 Assure that each of the contractor's employee's is trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.
- 3.2 Assure that each of the contractor's employees are instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency response plan.
- 3.3 Assure that Contractor's employees and subcontractor's/laborers follow the facility's safety rules including safe work practices such as lockout/tagout, equipment/line opening, confined space safety, and hot work permit.
- 3.4 Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- 3.5 Obtain and evaluate information pertaining to subcontractor's safety programs.
- 3.6 Assure that subcontractor's and laborers are trained in their work practice to safety perform their jobs.

3.7 Maintain an active list of all workers on site at all times and provide list to Owner immediately upon request.

4. CONTRACTOR SUBMITTALS

4.1 Records Maintenance

4.1.1 The Contractor shall maintain a record of those employees who successfully completed safety training. These records must include the following information:

4.1.1.1 Name of the employee

4.1.1.2 Contents of training

4.1.1.3 Date of training

4.1.1.4 Means used to verify that the employee understood the training

4.2 Additional Responsibilities

4.2.1 Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.

4.2.2 Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.

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Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION																							
Company Name: BlueTerra LLC																							
Address 1: P.O. Box 783095																							
Address 2:																							
City, State, Zip: Winter Garden, FL 34778																							
Telephone No.: (321) 626-6760 or (877) 793-4777																							
Fax No.: N/A																							
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS																							
Company Name: N/A																							
Address:																							
City, State, Zip:																							
Relationship:																							
Company Name:																							
Address:																							
City, State, Zip:																							
Relationship:																							
SECTION 3: INSURANCE COVERAGE																							
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following: - General Business Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Worker's Compensation Insurance																							
3.2 How long have you been covered by your current provider of Worker's Compensation Insurance? 1 year																							
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Year</th> <th style="text-align: left;">Intrastate EMR</th> <th style="text-align: left;">Interstate EMR</th> <th style="text-align: left;">Comments</th> </tr> </thead> <tbody> <tr> <td>2025</td> <td>1.00</td> <td></td> <td>See below</td> </tr> <tr> <td colspan="4">As a first year company, we have a flat 1.00 EMR. We have only done projects in Florida so do not have an Interstate EMR.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Year	Intrastate EMR	Interstate EMR	Comments	2025	1.00		See below	As a first year company, we have a flat 1.00 EMR. We have only done projects in Florida so do not have an Interstate EMR.											
Year	Intrastate EMR	Interstate EMR	Comments																				
2025	1.00		See below																				
As a first year company, we have a flat 1.00 EMR. We have only done projects in Florida so do not have an Interstate EMR.																							

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Sean Crane, Baldwin Group

Address 1: 4211 W Boy Scout Blvd

Address 2: Suite 800

City, State, Zip: Tampa, FL 33607

Telephone No.: (866) 279-0698

If you do not have an EMR, please explain:

As a first year company, we have an EMR of 1.00. We do not currently do projects out of Florida so we do not have an interstate EMR.

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below: N/A

Statistic	Year: _____		Year: _____		Year: _____	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases						
Restricted Workday Cases						
Medical Treatment (not First Aid) Cases						
Total Illness Cases						
Total Recordable Cases						
Fatalities						

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

N/A

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- | | |
|---|-------------------------|
| - Field Supervisors? ☒ Yes ___ No | Frequency: <u>Daily</u> |
| - Employees? ☒ Yes ___ No | Frequency: <u>Daily</u> |
| - New Hires? ☒ Yes ___ No | Frequency: <u>Daily</u> |
| - Subcontractors? ☒ Yes ___ No | Frequency: <u>Daily</u> |

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ___ No

Name: Kevin Perry Title: Director of Marine Construction

How frequently will the representative visit the project site? Weekly

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

We require Superintendents to have OSHA 30 certification and crew members to have OSHA 10 certifications.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Kevin Perry Title: Director of Marine Construction

Telephone No.: (973) 769-5271

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

N/A

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Heather Herold Title: CEO

Signature: Heather Herold Date: 06/16/2025



Dover Ditch Living Shoreline Proposed Project Schedule

No.	Item	Start Date	End Date	Work Days
1	General Conditions	14-Jul	12-Sep	Duration of Project
2	Unclassified Excavation	14-Jul	25-Jul	10
3	Placement and compaction of fill	28-Jul	30-Jul	3
4	Filter Fabric	31-Jul	15-Aug	12
5	Bedding stone	31-Jul	15-Aug	12
6	Rock rip rap	31-Jul	15-Aug	12
7	Miscellaneous Concrete	1-Sep	5-Sep	5
8	Miscellaneous Asphalt	1-Sep	5-Sep	5
9	Vegetation	18-Aug	22-Aug	5
10	Install Sod	25-Aug	29-Aug	5
11	Remove Bollards	14-Jul	14-Jul	1
12	Silt Fence	14-Jul	12-Sep	Duration of Project
13	Turbidity Barriers	14-Jul	12-Sep	Duration of Project
14	Protection / relocate utilities	14-Jul	12-Sep	Duration of Project
15	Debris skimmer / manatee barrier	8-Sep	12-Sep	5
16	Undefined conditions allowance	14-Jul	12-Sep	Duration of Project
17	Remove and reinstall fence	8-Sep	12-Sep	5



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COLLI, CHRISTOPHER THOMAS

BLUETERRA LLC
865 RHETT ST
WINTER GARDEN FL 34787

LICENSE NUMBER: CGC1537785

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 03/03/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Kevin Perry / Director of Marine Construction

Contact Information

Phone: 973-769-5271

Email: kevinperry@blueterra.us

Office: P.O Box 783095, Winter Garden, FL 34778

Office Phone: 877.793.4777

Website: blueterra.us

Areas of Specialization

Dredging, Diving, Welding, Bank Stabilizations, Oyster Reef Restorations, Buoy Installations, Seagrass Restorations, Rip Rap, Drainage, Grading, Grassing, Seeding, Sodding, Landscaping, Roadway Signage

Educational background

Institution	Field of Study	Degree	Year
Commercial Diving Technologies	Diving	Certification	2018
Mansfield University	Science	B.S.	2006

Employment

BlueTerra LLC	Director of Marine Construction	2024 - Present
Sea & Shoreline, LLC	Diver, Senior Project Manager – Marine	2019 - 2024
Anchor Diving and Construction	Diver	2019
Bolt Underwater Services	Diver	2019
KDP Designs	Owner/Operator - General Construction	2012 - 2018
Peluso Home Improvement	Contractor	2008 - 2012

Training and Certifications

- Occupational Diver Certification (DCBC)
- Nitrox Diver Certification (NAUI)
- Assoc. Of Divers Contractors Certification (ADCI)
- Open Water Scuba Diver (NAUI)
- Basic Life Support CPR and First Aid (DAN)
- Oxygen first aid (DAN)
- Unrestricted Surface Supplied Air Diver
- Underwater Welding for Commercial Divers
- Top Side Welding for Commercial Divers
- Qualified Rigging for Commercial Diving
- Non-Destructive Testing API/ASNT Visual Inspection Mag Particle and Ultrasonic
- Job Safety/Hazard Analysis (JSA) Certificate
- Hazmat/Hazwoper
- Active Diver Medical

Licenses and Permits

- TWIC card (Transportation Worker Identification Credential)
- Underwater OXY-ARC Cutting / BROCO - Firewire - Oxylance
- Exothermic & Tubular Electrodes
- Exceeds IMCA, ADCI, ANSI guidelines
- OPITO approved BOSIET & CA-EBS

Projects Executed

- Managed marine construction crew for the following projects:
 - Tampa Bay Marina Dredge 2024
 - Oyster Reef Enhancement at the FSU Coastal & Marine Laboratory 2024
 - Titusville Causeway Multitrophic Restoration and Living Shoreline Resiliency Action Project 2024
 - Weedon Island Preserve Salt Marsh Restoration 2024
 - Blue Springs Bank Stabilization 2024
 - New Pass Terminal Groin Restoration 2024

- Boggy Bayou Headwaters Restoration Project 2023
- FWC M/V El Dorado Grounding Area Fill & Grade 2023
- City of Naples Oyster Reef Restoration
- Three Sisters Springs Canal Shoreline Stabilization Construction Project 2023
- Catalpa Cove Maintenance Dredging 2022
- Sebastian Inlet State Park Coconut Point Emergency Stabilization 2022
- FWC Fruit Farm Tidal Creek Restoration Phase 2 2022
- FWC Warm Mineral Springs Restoration and Enhancement 2022
- Palma Sol Boat Ramp Navigation Maintenance Dredging 2022
- Hayward Canal Dredging 2022
- FWC Estuarine Habitat Restoration 2022
- Hornsby Spring Restoration 2022
- Marquesas Seagrass Mitigation 2022
- FWC Blue Springs Bank Stabilization 2021
- Mayport Naval Station Dredge 2021
- City of Fort Walton Beach Lake Earl Maintenance Dredge 2021
- City of Naples Oyster Reef Site 3 Restoration 2020
- City of Holmes Beach Navigational Dredge 2020
- John Pennekamp Coral Reef State Park Buoy Installation 2020
- Kings Bay Restoration Project 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Southeast LLC 4211 W Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: Rebecca Oberpriller PHONE (A/C, No, Ext): 713463-2120 E-MAIL ADDRESS: rebecca.oberpriller@baldwin.com FAX (A/C, No):
INSURED BlueTerra, LLC 865 Rhett Street Winter Garden FL 34787	License#: L002281 BLUETERRA-04
INSURER(S) AFFORDING COVERAGE	
INSURER A: United Fire & Casualty Company	NAIC # 13021
INSURER B: American Equity Insurance Comp	43117
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 793897619**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			OMS2500225101	2/4/2025	2/4/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	ALMA-031325-050856-01 1598937Y	3/15/2025 3/15/2025	3/15/2026 3/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation in favor of the Certificate Holder applies to State Act Workers Compensation (#1598937Y) if required by written contract, and subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Paychex PEO Holdings, LLC
911 Panorama Trail South
Rochester NY 14625

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY - INFORMATION PAGE

INSURER:
MANUFACTURERS ALLIANCE
INSURANCE COMPANY

POLICY NO: 202501-15-98-93-7Y

NEW BUSINESS

NCCI Company No: 20737

Account No: 1598937

N.J. Taxpayer Identification No.

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

BLUE TERRA, LLC
P.O. BOX 783095
WINTER GARDEN FL 34787

PRODUCER NAME AND ADDRESS:

THE AMERICAN EQUITY UNDERWRITERS, INC.
11 NORTH WATER STREET
32ND FLOOR
MOBILE AL 36602-0000

PRODUCER NO.: 1137

LEGAL ENTITY: LIMITED LIABILITY COMPANY

OTHER WORKPLACES NOT SHOWN ABOVE: (See Extension Of Information Page)

ITEM 2. POLICY PERIOD: From: 03-15-2025 To: 03-15-2026

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
FL

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	each accident
Bodily Injury by Disease:	\$	1,000,000	policy limit
Bodily Injury by Disease:	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

AL AK AZ AR CA CO CT DE DC GA HI ID IL IN IA KS KY LA ME MD MA MI
MN MS MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD TN TX UT VT VA
WV WI

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit. See Classification Schedule.

Minimum Premium: \$	171	FL Workers Comp. Insurance
Audit Period: ANNUAL		Guaranty Assoc. Surcharge: FL WORKERS COMP. INSURAN
		Total Estimated GUARANTY ASSOC. SURCHARG
		Annual Premium: 542
Issued At: 23 ATLANTA		
Date: 04-07-25		

Countersigned by

DocuSigned by:

Julie L. Bland

ES429264248C41C...

Sworn Statement On Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Tequesta
[print name of the public entity]
by Heather Herold, CEO
[print individual's name and title]
for BlueTerra LLC
[print name of entity submitting sworn statement]
whose business address is P.O. Box 783095, Winter Garden FL 34778

and (if applicable) its Federal Employer Identification Number (FEIN) is:
33-2467792

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Heather Herold

[signature]

Sworn to and subscribed before me this 16th day of June, 2025 Personally

known X _____

OR Produced identification _____ Notary Public – State of Florida

My commission expires 11/20/2028

(Printed typed or stamped commissioned name notary public)



NICOLE MORGAN
Notary Public
State of Florida
Comm# HH614729
Expires 11/20/2028

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



June 24, 2025

SENT VIA E-MAIL (afelsburg@tequesta.org)

Village of Tequesta
Allyson Felsburg
Deputy Director, Utilities Department
345 Tequesta Drive
Tequesta, FL 33469

Re: Dover Ditch Living Shoreline
Village of Tequesta ITB-UTIL 05-05-2025/AF
CMA Project No. 492.010

Dear Ms. Felsburg,

Chen Moore and Associates, Inc. (CMA) has conducted a review of the three (3) lowest bids received on June 18th, 2025 for the Dover Ditch Shoreline Restoration project. The lowest overall bidder was BlueTerra LLC, with a bid cost of \$304,289.80. The engineer's lump sum estimate for the base bid was approximately \$312,024.00. During the qualification review positive feedback was received on the performance of BlueTerra staff in past projects.

In conclusion, BlueTerra LLC was identified as the lowest qualified bidder, has similar project experience that indicate they are capable of performing the work, and submitted bid prices that are reflective of current market conditions. CMA recommends award of this contract to BlueTerra LLC.

Respectfully Submitted,

CHEN MOORE AND ASSOCIATES
Brent Whitfield, P.E.
Principal Engineer and Director of Water Resources



VILLAGE OF TEQUESTA

CONSULTING SERVICES WORK AUTHORIZATION

DATE: 5/9/2025

VILLAGE RFQ. NO.: _____

WORK AUTHORIZATION NO. 4 FOR CONSULTING SERVICES

PROJECT No. _____ G/L CODE: _____

CHEN-MOORE PROJECT NO.: 492.003

PROJECT TITLE: Dover Ditch Living Shoreline Construction Services

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 10, 2021, between the Village of Tequesta ("VILLAGE") and Chen-Moore & Associates ("CONSULTANT"), hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The CONSULTANT shall provide professional engineering assistance for the oversight of construction improvements associated with the Dover Ditch Living Shoreline, located on W Riverside Drive at the western edge of River Terrace Drive. The proposed improvements are to reconfigure the existing ditch and provide living shoreline aspects, including dredging of the ditch, a realignment of the ditch, strengthening of the ditch's banks, and plantings of native species.

The scope of services shall be comprised of the following tasks:

- TASK 1 – Project Management and Construction Meetings
- TASK 2 – Submittal Review
- TASK 3 – Field Inspections
- TASK 4 – Close-out Support

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – Project Management

CMA will facilitate a construction kick-off meeting with the Owner and Contractor to review the project and discuss any questions regarding the Contract Documents. Subsequent to the kickoff meeting, CMA will be available to coordinate any concerns between the Contractor, Village, or residents. CMA will also facilitate additional progress meetings as needed during construction.

TASK 2 – Submittal Review

CMA will review all submittals from the Contractor during construction. For the purposes of determining the level of effort required, it is assumed the number of submittals will be limited to the following:

- Requests for Additional Information (RAI) – Up to five (5)
- Shop Drawings – Up to fifteen (15)
- Change Order Requests – Up to two (2)
- Pay Applications – Up to four (4)

Each submittal will be reviewed and marked up by CMA and returned to the Contractor and Village staff as needed.

TASK 3- Field Inspections

During construction, CMA will provide a limited inspection services in cooperation with Village Staff to ensure the work is being completed in conformance with the contract documents. It is assumed that construction will be broken into the following three phases:

1. Mobilization: Equipment Mobilization, Material Deliveries, and Site prep
2. Heavy Civil: Dredging and reconfiguring of the ditch, placement of rip-rap
3. Restoration: Vegetation planting, Sod, Cleanup, Etc

For the purposes of this proposal, it is assumed that the first phase will be 2 weeks with limited site inspections. For the second phase it is assumed that the work will progress for 8 weeks and CMA will provide up to 8 hours of support to the Village Staff's on-site inspections each week. For the third phase it is assumed that the work will progress for 4 weeks and require on-site inspections with CMA and Village staff.

TASK 4 – Close-out Support

As part of this task, CMA will provide a substantial and final completion walkthrough with a punchlist for the Contractor and Village to review and follow. As part of this task, CMA will also review record drawings as submitted by the Contractor and submit all necessary paperwork for close-out of related permits.

III. SCHEDULE

The Project will begin immediately after CONSULTANT receives a written Notice-to-Proceed (NTP) and an executed AGREEMENT. CONSULTANT will coordinate the Project schedule with the VILLAGE but assumes the work will be completed within **180** calendar days of receiving the written NTP.

IV. COMPENSATION AND PAYMENT

CONSULTANT proposes to complete the Scope of Service described herein on an hourly basis for a not-to-exceed fee of **\$38,000**. *Table 1* summarizes CONSULTANT's total not-to-exceed fee and breakdown of fees by task.

TABLE 1
SUMMARY OF ENGINEERING FEE

Task	Fee
Task 1 – Project Management and Construction Meetings	\$5,200.00
Task 2 – Submittal Review	\$11,850.00
Task 3 – Field Inspection	\$15,850.00
Task 4 – Close-Out Services	\$5,100.00
<i>Total Not-to-Exceed Fee</i>	\$38,000.00

IV. EXCLUSIONS

The services outlined below are not included as part of the scope of work, although additional service agreements can be executed to assist the Village with these services if necessary:

- 1). Full-time on-site inspection services
- 2). Field survey for As-builts or Record Drawings
- 3). Field testing of soils, concrete, or asphalt pavement
- 4). Resident notifications or direct coordination with the public.

V. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 10, 2021, by and between the Village of Tequesta ("VILLAGE") and Chen-Moore & Associates ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

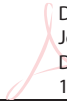
CHEN-MOORE & ASSOCIATES

By: _____

Print Name: Brent Whitfield

Title: Director of Water Resources

VILLAGE OF TEQUESTA

Jeremy
By: Allen  Digitally signed by
Jeremy Allen
Date: 2025.05.09
13:27:32 -04'00'

Jeremy Allen, Village Manager

Date: See digital signature above



Village of Tequesta

345 Tequesta Drive
Tequesta, FL 33469

Purchase Order

P.O. NO.	REQ. NO.	ORDER DATE	VEND NO.
25-000965	25-000965	05/13/2025	02038

VENDOR ADDRESS:

02038
CHEN MOORE AND ASSOCIATES INC
500 W CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

SHIP TO:

Order Date	ORDERED BY JTODD	PRICE SOURCE CONTRACT	DEPARTMENT ADMIN
------------	----------------------------	---------------------------------	----------------------------

PO DESCRIPTION: WA 4: DOVER DITCH CEI SERVICES

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	WA 4: DOVER DITCH CEI SERVICES (VOT 60%) 403-411-531.302 ENGINEERING SERVICES 22,800.00	22,800.00	22,800.00
1	WA 4: DOVER DITCH CEI SERVICES (TOJ 40%) 403-000-115.007 A/R - INTERGOVERNMENTAL 15,200.00	15,200.00	15,200.00
		NET TOTAL:	38,000.00

CMA WORK AUTHORIZATION FOR DOVER DITCH LIVING
SHORELINE CONSTRUCTION ENGINEERING & INSPECTION
SERVICES NOT TO EXCEED \$38,000.

APPROVED BY VILLAGE MANAGER ON MAY 9, 2025

FUNDING FROM CAPITAL OUTLAY - ARCHITECTURE &
ENGINEERING
ACCOUNT: 401-412-663.632

VILLAGE OF TEQUESTA

FINANCE DIRECTOR

DATE

Project Budget Summary		
Construction of Dover Ditch Water Quality Improvements (S2418)		
(Updated 06/29/2025)		
<u>Funding Source</u>		
Dover Ditch Water Quality Improvements (S2418)	\$	174,836
Total Project Appropriations	\$	174,836
<u>Expended & Encumbered to Date</u>		
Design and Permitting (Jupiter 40% Share)	\$	12,962
Total Expended & Encumbered to Date	\$	12,962
<u>Construction Cost Estimates for Dover Ditch</u>		
BlueTerra LLC Construction Contract	\$	304,290
Anticipated Grant Reimbursement (FDEP Grant No. LPA0712)	\$	(152,145)
Construction Phase Engineering Services	\$	38,000
Total Estimated Construction Costs	\$	190,145
<u>Jupiter 40% Proportional Share of Total Project Costs</u>		
Engineering Design & Permitting (40% share already encumbered)	\$	12,962
Construction Contract (40% share)	\$	60,858
Engineering Construction Phase Services (40% share)	\$	15,200
Construction Contingency (10%)	\$	6,086
Total Jupiter Anticipated Expenses	\$	95,106
Anticipated CIP Budget Remaining at Project Completion	\$	79,730
<u>Costs for Purchase Order to Tequesta for Construction</u>		
Construction Contract (40% share)	\$	60,857.96
Engineering Construction Phase Services (40% share)	\$	15,200.00
Total Purchase Order Amount	\$	76,057.96

TOWN OF JUPITER

Approving Councilor Malise Sundstrom to be the Town's Voting Delegate at the Florida League of Cities Annual Business Meeting, August 16, 2025.



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Merriane Lahmeur, Town Clerk
SUBJECT	Approving Councilor Malise Sundstrom to be the Town's Voting Delegate at the Florida League of Cities Annual Business Meeting, August 16, 2025.

EXECUTIVE SUMMARY

Council designation of Councilor Malise Sundstrom to be the Town's Voting Delegate at the Florida League of Cities Annual Business Meeting on August 16, 2025. The Florida League of Cities will hold their Annual Business Meeting on August 16, 2025, during its Annual Conference in Orlando, Florida.

ANALYSIS

One Official is designated from each municipality to be the voting delegate to make decisions that determine the direction of the League. Matters such as the election of League leadership, adoption of resolutions, and other official business matters impacting the League may be voted on during the Business meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League utilizes the latest Florida Estimates of Population as published by the University of Florida.

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. 2025 FLC Voting Delegate Memo

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact the Town Clerk at 561-741-2352 or TownClerk@jupiter.fl.us.



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2025.

Attachments: Form Designating Voting Delegate



**2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

TOWN OF JUPITER
Amending Chapter 20, Article V, of the Town's Municipal Code Pertaining to Backflow Prevention and Cross-Connection Control



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Ordinance 13-25, First Reading: Amending Chapter 20, Article V, of the Town's Municipal Code pertaining to Backflow Prevention and Cross-Connection Control of the Town's Water System (Second Reading 8/7/25).

EXECUTIVE SUMMARY

Chapter 20, Article V of the Town's Municipal Code puts forth requirements for the Town's Backflow Prevention and Cross Connection Control Program, the purpose of which is to protect the Town's public water supply from possible contamination by undesirable reversal of flow from customers' private water service connections, including non-potable water or other substances through cross connection. The Town's backflow and cross connection control ordinance was last revised in 1992, while the Florida Statute regulating cross connection control and backflow prevention for public water systems, Chapter 62-555.360 F.A.C was last revised in 2014. Though the Town's backflow ordinance prior to this proposed amendment captured the intent of the 2014 Rule, updates to Chapter 20, Article V are proposed to clarify requirements and responsibilities for backflow prevention and cross connection control. Some of the noteworthy changes in the ordinance include the following.

1. Town provides property owners or other responsible entities, as may be required by conditions of a water service agreement, with 90-day, 60-day, and 30-day advance notice of backflow prevention device recertification deadlines.
2. Failure of a customer to supply the Town with the required backflow recertification documentation no later than 15 days after the recertification deadline will result in water service interruption until such time as the backflow device is tested and recertified.
3. Change of the reviewing authority for determinations or administrative actions by the water system, from the Town Council to the Town Manager.
4. Clarifications to the Town's responsibilities for cross connection and backflow protection.
5. Clarifications to water customers' responsibilities for cross connection control and backflow protection.
6. Responsibility for installation, maintenance, repairs, testing, certifications, and reporting of backflow prevention assemblies by property owner or other entity as may be required by conditions of a water service agreement.
7. Residential service connections, including dedicated irrigation or fire connections that are 2" or smaller in diameter and that supply water to a building or premises containing only dwelling units, shall be tested at least biennially (every other year), or more frequently if the backflow prevention devices are not functioning properly or repairs to the backflow devices occur.

8. Non-residential water service connections, which are all service connections that do not meet the definition of a residential service connection, shall be tested at least annually, or more frequently if the backflow prevention devices are not functioning properly or repairs to the backflow devices occur.

Attachment 1 provides a clean copy of the proposed revisions to Chapter 20, Article V with changes accepted to improve readability, while Attachment 2 includes the proposed revisions where deletions are represented with a strike-through and additions have been underlined to highlight all changes.

Section III, Cross Connection Control Program, of the Water Utility's Guide for Development Design and Construction Standards, which is used as a technical reference for development projects, will be updated to align with the proposed amendments to Chapter 20, Article V of the Town's Municipal Code, should the revisions be adopted. The Utilities Department will work collaboratively with Community Relations to conduct public outreach and education on the backflow prevention and cross connection control program including publishing updated information on the Town's website to help property owners better understand the program and their responsibilities for compliance.

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

ANALYSIS

Adoption of Ordinance 13-25, amending Chapter 20, Article V, Backflow Prevention and Cross-Connection Control, of the Town's Municipal Code is appropriate to clarify the responsibilities of the Town and property owners under the Town's Backflow Prevention and Cross Connection Control Program and to ensure compliance as required by Rule 62-555.360 F.A.C., Cross-Connection Control for Public Water Systems. The second reading of Ordinance 13-25 is scheduled for the August 7, 2025 Town Council meeting.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Ordinance 13-25 clean copy with track changes accepted
2. Ordinance 13-25 with track changes

FUNDING SOURCE

*Funding is not necessary for this request.

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

ORDINANCE NO. 13-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PERTAINING TO BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL CONTAINED IN CHAPTER 20, ARTICLE V OF THE TOWN CODE BY AMENDING THE DEFINITIONS OF CERTAIN TERMS, ADDING A NEW DEFINITION, AND AMENDING THE REGULATIONS CONTAINED IN SECTIONS 20-217-20-219, 20-221-20-236, 20-238-20-239; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter ("Town") owns and operates a water utility; and

WHEREAS, it is the policy of the Town Council to ensure the sustainability, safety and reliability of Town's water resources through conservation and regulatory compliance; and

WHEREAS, the Town Council has previously codified backflow prevention and cross-connection control rules which are effective and enforceable throughout the water utility service area of the Town; and

WHEREAS, the Town's backflow prevention and cross-connection regulations are codified in Sections 20-217 through 20-239 of the Town Code and set forth restrictions, constraints and prohibitions intended to enhance and protect the Town's water resources; and

WHEREAS, the Town's Water Utility Director has recommended to the Town Council that portions of the Town's Code regulating the backflow prevention and cross-connection controls should be amended.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA, AS FOLLOWS:**

**Section 1. Chapter 20, ARTICLE V., Sections 20-217 to 20-239 are amended
to read as follows:**

Sec. 20-217. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Auxiliary water system means a pressurized system of piping and appurtenances using any water other than potable water supplied by the water purveyor, and available to the premises include water from another public water supply or any natural source such as a well, pond, lake, spring, river, etc., reclaimed water, and used waters or industrial fluids. These waters may be polluted or contaminated or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Residential Service Connection means any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building, or premises, containing only dwelling units; and “non-residential service connection” means any other service connection.

Sec. 20-218. Enforcement

- (a) The director shall endeavor to ensure compliance with the requirements of this article by conference and persuasion. If such efforts are futile, the director shall take formal action as provided hereafter.
- (b) The water purveyor shall give 90-day, 60--day, and 30-day advance written notice of backflow prevention device re-certification deadlines to persons required to have a backflow prevention device per this article and the town’s cross connection and backflow program.
- (c) In any case involving a person who has violated or failed to comply with any of the provisions of this article, the procedures for enforcement shall be as follows:
 - (1) The director shall give notice to such person by mail or delivery stating the specifics of the failure of compliance and requiring the failure be remedied within fifteen (15) days.

- (2) Failure to remedy the failure within 15 days of the device's re-certification deadline will result in water service interruption to the property until such time as the failure is remedied. Such person shall be notified of water service interruption by door card and water service will be discontinued until the failure is remedied to the satisfaction of the town.
- (3) In any case where water service is discontinued for enforcement purposes, the restoration of such service shall be conditioned on full compliance and payment by such person of any expense incurred in the enforcement proceeding and in the restoration of service

Sec. 20-219. Reviewing authority.

The town manager shall be the reviewing authority for all administrative action or determinations by the water system related to this article. Notice of an intent to appeal and request for a meeting with the town manager shall be made to the director, in writing, and shall detail the nature of the appeal. The town manager shall have authority to recommend and schedule review by the town council.

Sec. 20-220. Penalty for violations.

- (a) Any person violating any provision of this article shall be deemed guilty of an offense against the town and, upon conviction thereof, shall be punished pursuant to section 1-14.
- (b) Any person violating any provision of this article shall become liable to the town for any expense, loss or damage suffered by the town by reason of such violation.

Sec. 20-221. Responsibility of town for cross-connection control and backflow protection.

Under the rules of the state department of environmental protection, F.A.C. 62-555.360, relating to cross-connections, the water purveyor has the primary responsibility to prevent water or any other substances from unapproved sources, from entering the public water system.

- (a) The public water system is responsible for establishing, implementing and administering a cross connection control and backflow prevention program to protect the public water supply from the possibility of contaminants or pollution from entering through consumer service connections, in accordance with Rule 62-555.360 F.A.C.
- (b) Upon detection of a prohibited cross-connection, the water system is directed to immediately eliminate the cross-connection and require the consumer to

install, test and certify an approved backflow prevention device, or discontinue water service until the contaminant source is eliminated.

- (c) The water system shall require approved backflow prevention devices to be installed on all water service connections in accordance with this article and the water purveyor's cross connection control and backflow prevention program. The water purveyor's requirements may be more stringent than 62-55.360 F.A.C., but may not be less stringent.
- (d) The water purveyor shall update its cross-connection control and backflow prevention program as necessary to protect the public potable water supply from the risk of contamination or pollution.
- (e) The water purveyor shall be responsible to administer its cross-connection control program, maintain an inventory of all backflow prevention devices within its water system, and retain records of consumers' backflow device installations, testing, inspection, and repairs, consistent with 62-555.360 F.A.C.

Sec. 20-222. Responsibility of consumers for cross-connection control and backflow protection.

The consumer's responsibility starts at the water service connection from the public potable water system and includes all of the consumer's ~~his~~ water system(s).

- (a) Consumer, at consumer's own expense, shall install, operate, test and maintain approved backflow prevention devices as required by this article and the water purveyor's cross-connection control program system. In cases where developer is responsible to install, operate, test, and maintain backflow prevention devices, developer's water service agreement shall be referred to for assignment clauses related to backflow responsibilities.
- (b) Consumer shall maintain accurate records of tests and repairs made to backflow prevention devices and provide the water system with such records, on forms requested and approved by the water system.
- (c) In the event of accidental pollution or contamination of the public water system due to backflow on or from the consumer's premises, the owner shall promptly take steps to confine further spread of pollution or contamination within the consumer's premises and shall immediately notify the water system of the hazardous condition.

Sec. 20-223. Purpose.

The purpose of a cross-connection control program is to prevent waterborne diseases and contaminants from entering the public water distribution system and thus the water consumed by the public. The program is intended to reduce the risk of delivered water, that has passed beyond the public water system and into the private distribution systems of consumers from re-entering the public water distribution system and subsequently being delivered to the public and other customers. The program aims to protect the public water system and its consumers from water service connections that could possibly alter the quality and safety of the community water supply through backflow and/or cross-connection.

Sec. 20-224. Objectives.

The objectives of the water system's cross-connection control and backflow prevention program are as follows:

- (a) To protect the public water system from the risk of contamination or pollution by isolating within its consumers' private water systems, contaminants or pollutants which could, under adverse conditions or uncontrolled cross-connections, backflow through a consumer's water service connection into the public water system.
- (b) To eliminate or control cross connections, actual or potential, between the water purveyor's public water system and a consumer's private water system(s), non-potable water system(s), plumbing fixtures, auxiliary water system(s), and industrial piping system(s).
- (c) Eliminate any prohibited or inappropriately protected cross connections and control cross connections by means of backflow prevention devices to prevent water delivered by the Town to a customer at a service connection, from re-entering the Town's potable water distribution system.
- (d) Provide for the administration of a continuing cross connection control and backflow prevention program in accordance with regulatory requirements and industry best practices designed to systematically and effectively reduce the risk of contamination of the public water system and control all actual or potential cross-connections, which exist or may be exist in the future.

Sec. 20-225. Authority for inspection.

The director and other duly authorized employees of the town who are appointed by the director, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of sampling and testing of the water, or making inspections and observations of the connections to the private or public water

systems. Refusal to allow inspection of the connections to the water systems or refusal to allow inspection of any water-using equipment, plumbing or other suspected cross-connections shall cause the water system to discontinue service, and shall constitute a violation of this article.

Sec. 20-226. New construction.

- (a) All new non-residential construction shall have installed a reduced pressure principle backflow prevention assembly in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.
- (b) All new residential multifamily construction over one story shall have installed a reduced pressure principle backflow prevention assembly in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.
- (c) Backflow prevention devices for all new single family residential construction shall be installed in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.

Sec. 20-227. Existing facilities.

- (a) In order to determine the degree of hazard to the public potable water system, an on-site survey shall be made of the consumer's presently installed water system. This survey shall be conducted by an employee of the town with proper credentials and identification and consist of a review of the existing water uses on the premises, the existence of cross-connections, and the availability of auxiliary or used water supplies. On-site inspections shall be made of existing facilities. If any device or plumbing change is required as a result of a discovered cross connection or improper backflow prevention device, a follow-up inspection will be made of the same facilities at a later date as required by the water purveyor, after corrections have been made by the owner.
- (b) Owners shall install required new devices/assemblies or remedy deficiencies to the satisfaction of the town within fifteen (15) days of the town's inspection and discovery of deficiency. All installed or repaired devices shall be tested and certified and reported to the town, as required by this article. Failure to install, remedy and test devices as required shall result in discontinuance of water service and constitute a violation of this article until compliance is achieved.
- (c) All existing non-residential service connections shall be required to install a reduced pressure principle backflow prevention assembly in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.

- (d) The water purveyor shall evaluate the customer's premises at an existing (i.e., previously constructed) water service connection when any of the following occur. After such evaluation water purveyor may require improvements, modifications, testing, and certification to the installation.
- i. the customer connects to a reclaimed water distribution system,
 - ii. an auxiliary water system is discovered on the customer's premises,
 - iii. a prohibited or inappropriately protected cross-connection is discovered on the customer's premises,
 - iv. the customer's premises is proposed to be altered under a building permit.

Sec. 20-228. Backflow prevention devices—Approval.

Any backflow prevention device required herein shall be of a model and size approved by the town water system. The term "approved backflow prevention device" or "approved backflow prevention assembly" means a device that has been manufactured in full conformance with the standards established by the American Water Works Association manual entitled AWWA C506-69 Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices, as well as the standards set forth by the Foundation for Cross-connection Control and Hydraulic Research of the University of Southern California (USC), Manual of Cross-connection Control, latest edition.

Sec. 20-229. Installation.

All approved backflow prevention devices shall be installed in accordance with the water system's requirements and manufacturer's instructions, and shall be owned, tested and maintained by the property owner, or other entity as may be required by conditions of a water service agreement with the water purveyor. Building/plumbing permits from the Town of Jupiter are required for backflow prevention assembly installations within the Town of Jupiter's municipal boundary. Approvals for backflow prevention device installations outside of the town's municipal boundary but within the town's water service area shall be obtained by both the town's water system and the appropriate jurisdictional building/plumbing permitting agency, prior to and after installation. It is the responsibility of the property owner to ensure proper approvals are obtained.

Sec. 20-230. Owner's responsibility of backflow prevention device installations.

The owner's responsibility is to make proper installation of backflow prevention devices in accordance with the manufacturer's installation instructions and the water system's requirements, building/plumbing permits and applicable building and plumbing codes. Prior to placing the device into service, owner shall confirm and submit required documentation certifying that the device is working properly. Owner shall furnish the following information to the water system within five business days after a reduced pressure principle backflow preventer (RP), reduced pressure detector assembly (RPDA-for use on fire lines only), double check valve assembly (DC or DCVA) or pressure vacuum breaker (PVB) is installed and tested and before it is placed into service:

- (1) Service address where device is located.
- (2) Property or entity responsible for the backflow device as may be required by a water service agreement with the water purveyor.
- (3) Description of device's location.
- (4) Date of installation.
- (5) Type of device.
- (6) Manufacturer.
- (7) Model number.
- (8) Serial number.
- (9) Test results.
- (10) Description of repairs performed.
- (11) Other pertinent information.

All RPs, RPDA's, DCVA's and PVB's are required to be tested following installation by a certified backflow prevention device technician.

Sec. 20-231. Testing of backflow prevention device required.

It shall be the duty of the property owner or other entity as stipulated by a water service agreement at any premises where reduced pressure backflow prevention devices (RP), reduced pressure detector assembly (RPDA-for use on fire lines only), double check valve assemblies (DCVA), and pressure vacuum breakers (PVB) are installed to have thorough inspections and operational tests made.

- (a) These inspections and tests shall be at the expense of the property owner or other entity as may be stipulated by a water service agreement and be performed by a certified backflow device technician.
- (b) The water purveyor will notify the responsible owner/entity ninety (90) days, sixty (60) days, and thirty (30) days in advance of backflow prevention device certification expiration dates so that owner/entity may arrange to have the backflow prevention assemblies tested and certified in advance of expiration dates. Failure of owner to comply with backflow certification deadlines will result in discontinuation of water service and associated fees until such time as backflow assemblies are in compliance and reported accordingly.
- (c) Owner/entity shall be responsible for maintenance and repairs to backflow devices that do not pass certification testing requirements. Retesting of the devices is required each time repairs are made and until testing is successful. Repairs and retesting shall be at the expense of the property owner or responsible entity as may be stipulated by a water service agreement.
- (d) Owner/entity will be responsible to report the certified test results to the water purveyor in form required.
- (e) Residential service connections including dedicated irrigation or fire connections that are 2" or smaller in diameter and that supply water to a building or premises containing only dwelling units shall be tested at least biennially (every other year), or more frequently if the backflow prevention devices are not functioning properly or repairs to the backflow devices occur.
- (f) Non-residential water service connections, which are all service connections that do not meet the definition of a residential service connection, shall be tested at least annually, or more frequently if the backflow prevention devices are not functioning properly or repairs to the backflow devices occur.

Sec. 20-232. Testing procedures.

- (a) Backflow assembly inspection, testing, maintenance and repairs shall be performed by a certified tester, as required by the water purveyor's cross connection control and backflow prevention program.
- (b) All fire line backflow preventer assembly inspection, testing and repair shall be performed by a certified tester, as required by the jurisdictional fire marshal and the water system.
- (c) Testing shall be conducted in accordance with backflow manufacturer instructions, the latest edition of the USC Manual of Cross Connection Control, and the American Water Works Association (AWWA) recommended

best practices. Testing requires water service to be interrupted usually lasting 5 to 20 minutes. For facilities requiring an uninterrupted supply of water, provisions shall be made for a parallel installation of backflow prevention devices. The water system will not accept a bypass around a backflow preventer when the device is in need of testing, repair or replacement.

Sec. 20-233. Testing and repair by certified technician.

- (a) All reduced pressure principle backflow preventers, double check valve assemblies, reduced pressure detector assembly (RPDA-for use on fire lines only), and pressure vacuum breakers shall be tested and certified at the time of installation and again annually or biennially in accordance with the town's cross connection control and backflow prevention program.
- (b) Certified test results shall be provided to the water system within five business days following the completion of the testing procedure, in the form required by the water system. The water system may require more frequent testing should the operating history of the device dictate it to be necessary.
- (c) Repairs shall be made to all backflow prevention devices that do not function properly or fail certification testing. All maintenance and repairs to backflow prevention devices shall be conducted by certified backflow prevention device technicians.

Sec. 20-234. Dual system of pipes required.

If any person, as the owner of the property, shall have upon such property a supply of water other than the supply furnished by the water purveyor, and also have upon such property a water supply furnished by the water purveyor, such owner shall have and is hereby required to have a dual system of pipes upon the property, one system of pipes being for water supplied by the water purveyor and the other system of pipes being for the supply of water from the auxiliary supply. It shall be unlawful for the two systems to be connected together in any manner except as may be permitted by this article.

Sec. 20-235. No cross-connection to town water system from other facilities.

- (a) In the case where a consumer has a private supply of water, the town shall have the right to refuse service to the consumer where the pipes containing town water are cross-connected to private supplies.

- (b) It shall be unlawful for any person to connect or cause to be connected to the town water supply, by any means whatsoever, other pipes containing water from individual or public supply other than water furnished by the town, unless owner/consumer has obtained approval from the town and fully complied with the rules and regulations for backflow prevention as set forth in this article.

Sec. 20-236. Notice to owner to disconnect.

Where unauthorized cross-connections exist, the owner, his agent, or responsible entity shall be promptly notified to disconnect the same forthwith and shall promptly sever the unauthorized cross connection. Should the owner or responsible entity fail to act promptly to sever the unauthorized cross connection the water purveyor is directed to sever the connection.

Sec. 20-237. Cross-connections prohibited; property owner held responsible for violation.

It shall be unlawful for any person, owner, agent or tenant to make or allow others to make a cross-connection of water pipes with any other pipelines, public or private, on the property. The owner of such property shall be held responsible for the violation thereof.

Sec. 20-238. Control of backflow.

Approved backflow prevention devices shall be installed on the service connection to any premises that the water purveyor has identified as having a potential for backflow. Such devices and installations shall be subject to inspection and approval by the water purveyor at all times.

Sec. 20-239. Use of fire hydrants for other than firefighting purposes.

The operation of fire hydrants by other than authorized personnel is strictly prohibited. The water purveyor may permit the use of water from a fire hydrant for construction or other purposes, provided an application for a hydrant meter is properly submitted. Upon receipt of the required hydrant meter application and fees, the water purveyor shall install a hydrant meter with, backflow prevention device, and hand-operated valve at a location approved by the water purveyor. Only authorized town employees may operate the hydrant to provide water to the meter and relocate the hydrant meter as may be requested or required. The prevailing rates for water provided through the meter are billed in the usual way. Hydrant meters will only be made available to contractors for construction projects. Water for other uses such as pressure cleaning, pest control, and other similar type services may be requested from the water purveyor through the water purveyor's metered water fill station.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification. The sections of the Ordinance may be a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word “ordinance” may be changed to “section”, “article”, or any other appropriate word.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its execution.

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ORDINANCE NO. 13-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PERTAINING TO BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL CONTAINED IN CHAPTER 20, ARTICLE V OF THE TOWN CODE BY AMENDING THE DEFINITIONS OF CERTAIN TERMS, ADDING A NEW DEFINITION, AND AMENDING THE REGULATIONS CONTAINED IN SECTIONS 20-217-20-219, 20-221-20-236, 20-238-20-239; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (“Town”) owns and operates a water utility; and

WHEREAS, it is the policy of the Town Council to ensure the sustainability, safety and reliability of Town’s water resources through conservation and regulatory compliance; and

WHEREAS, the Town Council has previously codified backflow prevention and cross-connection control rules which are effective and enforceable throughout the water utility service area of the Town; and

WHEREAS, the Town’s backflow prevention and cross-connection regulations are codified in Sections 20-217 through 20-239 of the Town Code and set forth restrictions, constraints and prohibitions intended to enhance and protect the Town’s water resources; and

WHEREAS, the Town’s Water Utility Director has recommended to the Town Council that portions of the Town’s Code regulating the backflow prevention and cross-connection controls should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA, AS FOLLOWS:

Section 1. Chapter 20, ARTICLE V., Sections 20-217 to 20-239 are amended
to read as follows:

Sec. 20-217. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Air gap separation means a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. It is measured as the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of the receptacle. An approved air gap separation shall be a distance of at least two times the diameter of the supply pipe measured vertically above the top rim of the vessel, with a minimum distance of one inch. When an air gap is used at the service connection to prevent the contamination or pollution of the public potable water system, an emergency bypass shall be installed around the air gap system and an approved reduced pressure principle device shall be installed in the bypass system.~~

~~Approved means a water supply that has been approved by the state department of environmental protection. The term "approved," as herein used in reference to air gap separation, means a double check valve assembly or a reduced pressure principle backflow prevention device or other backflow prevention device or method, means by approval of the water system.~~

~~Auxiliary water system means a pressurized system of piping and appurtenances using any water other than potable water supplied by the water purveyor, supply on and or available to the premises other than the department's approved public potable water supply. The auxiliary supply may including include water from another public water supply or any natural source such as a well, pond, lake, spring, river, stream, harbor, etc., reclaimed water, and or used waters or industrial fluids. These waters may be polluted or contaminated or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.~~

~~*Backflow* means the undesirable reversal of the flow of water or other liquids, mixtures, gases or other substances into or towards the distribution piping of a potable supply of water from any source.~~

~~*Backflow prevention device* shall mean any effective device or method used to prevent backflow into a potable water system. The type of device used shall be based on the degree of hazard, either existing or potential and as approved by the water system.~~

~~*Backflow prevention device technician, certified*, means a person who has proven his competency to the satisfaction of the town water system. Each person who is certified to make competent tests or to repair, overhaul and make reports on backflow prevention devices shall be conversant with applicable laws, rules and regulations, and shall have attended and successfully completed the University of Florida TREEO (Training, Research and Education for Environmental Occupations) Certification Program for Backflow Prevention Device Testers, or other programs acceptable to the water system.~~

~~*Backsiphonage* means a form of backflow due to the sudden reduction of pressure in the potable water supply system.~~

~~*Contamination* means an impairment of the quality of the town water supply by sewage, industrial fluids or any other foreign substance to a degree which creates a hazard to the public health through poisoning or through the spread of disease.~~

~~*Cross-connection* means any real or potential unprotected connection between any part of the water system used or intended to supply water for drinking purposes and any source or system containing water or substances that is not or cannot be approved as safe, wholesome and potable for human consumption.~~

~~*Director* means the director of the water system, who shall be responsible for the management of the affairs of such system, and for the enforcement of the provisions set forth in this article.~~

~~*Double check valve assembly, approved*, means an assembly of at least two independently acting approved check valves, including tightly closing shut-off valves on each side of the check valve assembly and suitable connections for testing the watertightness of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and town-approved testing agency for backflow prevention devices. To be approved, these devices must be readily accessible for in-line maintenance and testing.~~

~~*Hazard, health*, means an actual or potential threat of contamination or pollution of a physical or toxic nature to the public potable water system or the consumer's potable water system to such a degree of intensity that there would be a danger to health.~~

~~*Hazard, plumbing,* means a plumbing type cross-connection in a consumer's potable water system that has not been properly protected by a vacuum breaker, air gap separation or other device. Unprotected plumbing type cross-connections are considered to be a health hazard.~~

~~*Hazard, pollution,* means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system, but which would not constitute a health or system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance, or be aesthetically objectionable, or could cause minor damage to the system or its appurtenances.~~

~~*Hazard, system,* means an actual or potential threat of severe danger to the physical properties of the public or the consumer's potable water system, or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.~~

~~*Industrial fluids* means any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration, such as would constitute a system health, pollution or plumbing hazard if introduced into an approved water supply.~~

~~*Industrial piping system, consumer's,* means any system used by the consumer for transmission of or to store any fluid, solid or gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances to produce, convey or store substances which are or may be polluted or contaminated.~~

~~*Owner, tenant, occupant and consumer* shall include the executors, administrators, successors and assigns of the party referred to, and the covenants and agreement contained in any contract between the department and its consumers shall be binding upon and inure to the benefit of the successors, heirs, executors, administrators or assigns of the respective parties thereto. The consumer is considered the owner, as distinguished from a tenant, when the property serviced is recorded or stands of record in his name.~~

~~*Pollution* means the contamination or other alteration of physical, chemical, or biological properties of any natural waters of the town, including change in temperature, taste, color, turbidity, or odor on the waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental, or injurious to the public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.~~

~~*Pressure vacuum breaker* means a backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. This unit shall be designed to work on a vertical plane only. The one moving part consists of a poppet valve which is activated by a spring and must be carefully sized to slide effectively to shut off the reverse flow of water. This type of vacuum breaker does not require a negative pressure to react and can be used on a pressure side of a valve.~~

~~*Reduced pressure principle backflow prevention device, approved,* means a device containing within its structure a minimum of two independently acting, approved check valves, together with an automatically operating pressure differential relief valve located between the two check valves. The first check valve reduces the supply pressure a predetermined amount, so that during normal flow and at cessation of normal flow, the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the checks at less than the supply pressure. The unit shall include tightly closing shut-off valves located at each end of the device and each device shall be fitted with properly located test cocks for testing of the check and relief valves. To be approved, these devices must be readily accessible for in-line maintenance and testing, and be installed in a location where no part of the device will be submerged.~~

~~*Residential Service Connection* means any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building, or premises, containing only dwelling units; and "non-residential service connection" means any other service connection.~~

~~*Water, potable,* means water from any source which has been investigated by the state department of environmental protection and which has been approved for human consumption.~~

~~*Water purveyor* means the owner or operator of the public potable water system supplying an approved water supply to the public. The utility shall be one that is operating under a valid permit from the department of environmental protection. As used herein, the terms "water purveyor" and "water system" may be used synonymously.~~

~~*Water service connection* means the terminal end of a service connection from the public potable water system, i.e., where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection means the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall also include temporary water service connections from fire hydrants and all other temporary or emergency water service connections from the public potable water system.~~

~~Water, used, means any water supplied by a water purveyor from a public potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the water purveyor.~~

Sec. 20-218. Enforcement

- (a) The director shall endeavor to ensure compliance with the requirements of this article by conference and persuasion. If such efforts are futile, the director shall take formal action as provided hereafter.
- (b) The water purveyor shall give 90-day, 60--day, and 30-day advance written notice of backflow prevention device re-certification deadlines to persons required to have a backflow prevention device per this article and the town's cross connection and backflow program.
- (c) In any case involving a person who has violated or failed to comply with any of the provisions of this article, the procedures for enforcement shall be as follows:
 - (1) The director shall give notice to such person by mail or delivery stating the specifics of the failure of compliance and requiring that the person remedy the failure be remedied within fifteen a maximum time period of (157) days hours.
 - (2) Failure to remedy the failure within 15 days of the device's re-certification deadline will result in water service interruption to the property until such time as the failure is remedied. If, after the expiration of 72 hours, or a lesser time period, such person has not remedied the failure, the director Such person shall be notified of water service interruption by door card and water service will be discontinued until the failure is remedied to the satisfaction of the town report the facts, in writing, to the town manager.
 - (3) ~~Subject to the direction of the town manager, the director thereupon, without further notice to the violator, may cause the water service form the waterworks system to be discontinued for such person..~~
 - (34) In any case where water service is discontinued for enforcement purposes, the restoration of such service shall be conditioned on full compliance and payment by such person of any expense incurred in the enforcement proceeding and in the restoration of service

Sec. 20-219. Reviewing authority.

The town manager council shall be the reviewing authority for all administrative action or determinations by the water system related to this article. Notice of an intent to appeal and request for a meeting with the town manager hearing shall be made to

the director, addressed to the town manager, in writing, and shall detail the nature of the appeal. The town manager shall have authority to recommend and schedule review by the ~~which he shall schedule for the town council.~~

Sec. 20-220. Penalty for violations.

- (a) Any person violating any provision of this article shall be deemed guilty of an offense against the town and, upon conviction thereof, shall be punished pursuant to section 1-14.
- (b) Any person violating any provision of this article shall become liable to the town for any expense, loss or damage suffered by the town by reason of such violation.

Sec. 20-221. Responsibility of town for cross-connection control and backflow protection.

Under the rules of the state department of environmental protection, F.A.C. 62-555.360, relating to cross-connections, the water purveyor has the primary responsibility to prevent water or any other substances from unapproved sources, ~~or any other substances from entering the public water system.~~

- (a) The public water system is responsible for establishing, implementing and administering a cross connection control and backflow prevention program to protect the public water supply from the possibility of contaminants or pollution from entering through consumer service connections, in accordance with Rule 62-555.360 F.A.C.
- (b) Therefore, uUpon detection of a prohibited cross-connection, the water system is directed to immediately ~~either~~ eliminate the cross-connection and require the consumer to install, test and certify an ~~by requiring the installation of an approved~~ appropriate backflow prevention device, or discontinue water service until the contaminant source is eliminated.
- (c) The water system shall require approved backflow prevention devices to be installed on all water service connections in accordance with this article and the water purveyor's cross connection control and backflow prevention program. The water purveyor's requirements may be more stringent than 62-55.360 F.A.C., but may not be less stringent.
- (d) The water purveyor shall update its cross-connection control and backflow prevention program as necessary to protect the public potable water supply from the risk of contamination or pollution.
- (e) The water purveyor shall be responsible to administer its cross-connection control program, maintain an inventory of all backflow prevention devices within its water system, and retain records of consumers' backflow device

installations, testing, inspection, and repairs, consistent with 62-555.360 F.A.C.

Sec. 20-222. Responsibility of consumers for cross-connection control and backflow protection.

The consumer's responsibility starts at the water service connection from the public potable water system and includes all of the consumer's ~~his~~ water system(s). ~~The consumer, at his own expense, shall install, operate, test and maintain approved backflow prevention devices as directed by the water system. The consumer shall maintain accurate records of tests and repairs made to backflow prevention devices and provide the water system with copies of such records. The records shall be on forms approved or provided by the water system. In the event of accidental pollution or contamination of the public or consumer's potable water system due to backflow on or from the consumer's premises, the owner shall promptly take steps to confine further spread of pollution or contamination within the consumer's premises and shall immediately notify the water system of the hazardous condition.~~

- (a) Consumer, at consumer's own expense, shall install, operate, test and maintain approved backflow prevention devices as required by this article and the water purveyor's cross-connection control program system. In cases where developer is responsible to install, operate, test, and maintain backflow prevention devices, developer's water service agreement shall be referred to for assignment clauses related to backflow responsibilities.
- (b) Consumer shall maintain accurate records of tests and repairs made to backflow prevention devices and provide the water system with such records, on forms requested and approved by the water system.
- (c) In the event of accidental pollution or contamination of the public water system due to backflow on or from the consumer's premises, the owner shall promptly take steps to confine further spread of pollution or contamination within the consumer's premises and shall immediately notify the water system of the hazardous condition.

Sec. 20-223. Purpose.

The purpose of a cross-connection control program is to prevent waterborne diseases and contaminants from entering the public water distribution system and thus the water consumed by the public. The program is intended to reduce the risk of prevent-delivered water, ~~water~~ that has passed beyond the public water system and into the private distribution systems of consumers from re-entering the public water

distribution system and ~~being~~ subsequently being delivered to the public and other customers. The program aims to protect the public water system and its consumers from water service connections ~~those water using establishments that~~ which could possibly alter the quality and safety of the community water supply through backflow and/or cross-connection.

Sec. 20-224. Objectives.

The objectives of the water system's cross-connection control and backflow prevention program are as follows:

- (a4) To protect the ~~town~~ public water system from the risk possibility of contamination or pollution by isolating within its consumers' private water systems, contaminants or pollutants which could, under adverse conditions or uncontrolled cross-connections, backflow through a consumer's water service connection ~~uncontrolled cross connections~~ into the public water system.
- (b2) To eliminate or control ~~existing~~ cross connections, actual or potential, between the water purveyor's public water system and a ~~the~~ consumer's ~~in-plant~~ private ~~potable~~ water system(s), non-potable water system(s), plumbing fixtures, auxiliary water system(s), and industrial piping system(s).
- (c) Eliminate any prohibited or inappropriately protected cross connections and control cross connections by means of backflow prevention devices to prevent water delivered by the Town to a customer at a service connection, from re-entering the Town's potable water distribution system.
- (d3) ~~To p~~Provide for the administration of a continuing cross connection control and backflow prevention inspection program in accordance with regulatory requirements and industry best practices designed to cross-connection control, which will systematically and effectively reduce the risk of contamination of the public water system and control all actual or potential cross-connections, which exist or may be exist installed in the future.

Sec. 20-225. Authority for inspection.

The director and other duly authorized employees of the town who are appointed by the director, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of sampling and testing of the water, or making ~~e~~ inspections and observations of the connections to the private or public water works systems. Refusal to allow inspection of the connections to the water systems or refusal to allow inspection of any water-using equipment, plumbing or other suspected cross-connections shall cause the water system to discontinue service, and shall constitute a violation of this article.

Sec. 20-226. New construction.

- (a) All new non-residential construction shall have installed a reduced pressure principle backflow prevention assembly device in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.
- (b) All new residential multifamily construction over one story shall have installed a reduced pressure principle backflow prevention assembly device in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.
- (c) Backflow prevention devices for all new single family residential construction shall be installed in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.

Sec. 20-227. Existing facilities.

- (a) In order to determine the degree of hazard to the public potable water system, an on-site survey shall be made of the consumer's presently installed water system. This survey shall be conducted by an employee of the town with proper credentials and identification need not be a detailed inspection of the location or disposition of the water lines, but can be confined to and consist of a review of establishing the existing water uses on the premises, the existence of cross-connections, and the availability of auxiliary or used water supplies. On-site inspections shall be made of existing facilities. If any device or plumbing change is required as a result of a discovered cross connection or improper backflow prevention device, a follow-up inspection will be made of the same facilities at a later date as required by the water purveyor, after corrections have been made by the owner.
- (b) Existing Owners consumers shall install required new devices/assemblies or remedy deficiencies to the satisfaction of the town within fifteen (15) days of the town's inspection and discovery of deficiency. All installed or repaired devices shall be tested and certified and reported to the town, as required by this article. Will be given a reasonable amount of time to install and test devices. Failure to install, remedy comply with the time limit for installation and testing of devices as required shall result in discontinuance of water service and constitute a violation of this article until compliance is achieved.
- (c) All existing non-residential service connections shall be required to install a reduced pressure principle backflow prevention assembly in accordance with the terms set forth in this article and the water purveyor's cross connection control and backflow prevention program.

(d) The water purveyor shall evaluate the customer's premises at an existing (i.e., previously constructed) water service connection when any of the following occur. After such evaluation water purveyor may require improvements, modifications, testing, and certification to the installation.

- i. the customer connects to a reclaimed water distribution system,
- ii. an auxiliary water system is discovered on the customer's premises,
- iii. a prohibited or inappropriately protected cross-connection is discovered on the customer's premises,
- iv. the customer's premises is proposed to be altered under a building permit.

Sec. 20-228. Backflow prevention devices—Approval.

Any backflow prevention device required herein shall be of a model and size approved by the town water system. The term "approved backflow prevention device" or "approved backflow prevention assembly" means a device that has been manufactured in full conformance with the standards established by the American Water Works Association manual entitled AWWA C506-69 Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices, as well as the standards set forth by the Foundation for Cross-connection Control and Hydraulic Research of the University of Southern California (USC), Manual of Cross-connection Control, latest edition.

Sec. 20-229. Same Installation.

All approved backflow prevention devices shall be installed in accordance with the water system's requirements and manufacturer's instructions, and shall be owned, tested and maintained by the ~~consumer.~~ property owner, or other entity as may be required by conditions of a water service agreement with the water purveyor. Building/plumbing permits from the Town of Jupiter are required for backflow prevention assembly installations within the Town of Jupiter's municipal boundary. Approvals for backflow prevention device installations outside of the town's municipal boundary but within the town's water service area shall be obtained by both the town's water system and the appropriate jurisdictional building/plumbing permitting agency, prior to and after installation. It is the responsibility of the property owner to ensure proper approvals are obtained.

Sec. 20-230. ~~Same~~ Owner's responsibility of backflow prevention device installations.

The owner's responsibility is to make proper installation of backflow prevention devices in accordance with the manufacturer's installation instructions and ~~those furnished by the water~~ system's requirements, building/plumbing permits and applicable building and plumbing codes. Prior to placing the device into service, owner shall confirm and submit ~~obtain required certification documentation~~ certifying that the is also responsible to make sure a device is working properly. ~~When it is installed, Owner shall and is required to furnish the following information to the water system within five business days after a reduced pressure principle backflow preventer (RP), reduced pressure detector assembly (RPDA-for use on fire lines only), double check valve assembly (DC or DCVA) or pressure vacuum breaker (PVB) is installed and tested and before it is placed into service:~~

- (1) Service address where device is located.
- (2) Property owner or entity responsible for the backflow device as may be required by a water service agreement with the water purveyor.
- (3) Description of device's location.
- (4) Date of installation.
- (5) Type of device.
- (6) Manufacturer.
- (7) Model number.
- (8) Serial number.
- (9) Test results.
- (10) Description of repairs performed.
- (11) Other pertinent information.

All RPs, RPDAs, DCVAs and PVBs are required to be tested following installation by a certified backflow prevention device technician.

Sec. 20-231. ~~Same~~ Testing of backflow prevention device required.

It shall be the duty of the property owner or other entity as stipulated by a water service agreement ~~consumer/user~~ at any premises where reduced pressure backflow prevention devices (RP), reduced pressure detector assembly (RPDA-for use on fire lines only), double check valve assemblies (DCVA), and pressure vacuum breakers (PVB) are installed to have thorough inspections and operational tests made, ~~at least once a year, or more often in those instances where inspections indicate a need.~~ These inspections and tests shall be at the expense of the water user and be

~~performed by a certified backflow device technician. The water purveyor will notify the consumer/user when tests are required, and supply the necessary test forms. These forms will be completed and returned to the water purveyor by the date indicated.~~

- (a) These inspections and tests shall be at the expense of the property owner or other entity as may be stipulated by a water service agreement and be performed by a certified backflow device technician.
- (b) The water purveyor will notify the responsible owner/entity ninety (90) days, sixty (60) days, and thirty (30) days in advance of backflow prevention device certification expiration dates so that owner/entity may arrange to have the backflow prevention assemblies tested and certified in advance of expiration dates. Failure of owner to comply with backflow certification deadlines will result in discontinuation of water service and associated fees until such time as backflow assemblies are in compliance and reported accordingly.
- (c) Owner/entity shall be responsible for maintenance and repairs to backflow devices that do not pass certification testing requirements. Retesting of the devices is required each time repairs are made and until testing is successful. Repairs and retesting shall be at the expense of the property owner or responsible entity as may be stipulated by a water service agreement.
- (d) Owner/entity will be responsible to report the certified test results to the water purveyor in form required.
- (e) Residential service connections including dedicated irrigation or fire connections that are 2" or smaller in diameter and that supply water to a building or premises containing only dwelling units shall be tested at least biennially (every other year), or more frequently if the backflow prevention devices are not functioning properly or repairs to the backflow devices occur.
- (f) Non-residential water service connections, which are all service connections that that do not meet the definition of a residential service connection, shall be tested at least annually, or more frequently if the backflow prevention devices are not functioning properly or repairs to the backflow devices occur.

Sec. 20-232. Testing procedures.

~~All approved backflow prevention devices are required to be tested with a minimum frequency of once per year. Testing requires a water shutdown usually lasting five to 20 minutes. For facilities that require an uninterrupted supply of water, provisions shall be made for a parallel installation of backflow prevention devices. The water system will not accept a bypass around a backflow preventer when the device is in need of testing, repair or replacement.~~

- (a) Backflow assembly inspection, testing, maintenance and repairs shall be performed by a certified tester, as required by the water purveyor's cross connection control and backflow prevention program.
- (b) All fire line backflow preventer assembly inspection, testing and repair shall be performed by a certified tester, as required by the jurisdictional fire marshal and the water system.
- (c) Testing shall be conducted in accordance with backflow manufacturer instructions, the latest edition of the USC Manual of Cross Connection Control, and the American Water Works Association (AWWA) recommended best practices. Testing requires water service to be interrupted usually lasting 5 to 20 minutes. For facilities requiring an uninterrupted supply of water, provisions shall be made for a parallel installation of backflow prevention devices. The water system will not accept a bypass around a backflow preventer when the device is in need of testing, repair or replacement.

Sec. 20-233. Testing and repair by certified technician.

- (a) All reduced pressure principle backflow preventers, reduced pressure detector assemblies (RPDA-for use on fire lines only), double check valve assemblies, and pressure vacuum breakers shall be tested and certified at the time of installation and afterwards with a minimum frequency of once per year by a certified backflow prevention device technician and again annually or biennially in accordance with the town's cross connection control and backflow prevention program. Certified test results shall be forwarded to the water system within seven calendar days following the completion of the testing procedure. The water system may require more frequent testing should the operating history of the device dictate.
- (b) All repairs for backflow prevention devices which are required to be tested shall be conducted by certified backflow prevention device technicians. Certified test results shall be provided to the water system within five business days following the completion of the testing procedure, in the form required by the water system. The water system may require more frequent testing should the operating history of the device dictate it to be necessary.
- (c) Repairs shall be made to all backflow prevention devices that do not function properly or fail certification testing. All maintenance and repairs to backflow prevention devices shall be conducted by certified backflow prevention device technicians.

Sec. 20-234. ~~When~~ Dual system of pipes required.

If any person, as the owner of the property, shall have upon such property a supply of water other than the supply of ~~water~~ furnished by the water purveyor department, and also have upon such property a water supply furnished by the water purveyor department, such owner shall have and is hereby required to have a dual system of pipes upon the property, one system of pipes being for water supplied by the water purveyor department and the other system of pipes being for the supply of water from the auxiliary private supply. It shall be unlawful for the two systems to be connected together in any manner except as may be permitted by this article.

Sec. 20-235. No cross-connection to town water system from other facilities.

- (a) In the case where a consumer has a private supply of water, the town shall have the right to refuse service to the consumer where the pipes containing town water are cross-connected to private supplies.
- (b) It shall be unlawful for any person to connect or cause to be connected to the town water supply pipes, by any means whatsoever, other pipes containing water from individual or public supply other than water furnished by the town, unless owner/consumer ~~he~~ has obtained approval from the town and fully complied with the rules and regulations for backflow prevention as set forth ~~out~~ in this article.

Sec. 20-236. Notice to owner to disconnect.

Where unauthorized cross-connections exist, the owner, his agent, or responsible entity occupant or tenant shall be promptly notified to disconnect the same forthwith and shall promptly sever the unauthorized cross connection. Should the owner or responsible entity fail to act promptly to sever the unauthorized cross connection the water purveyor is directed to sever the connection.

Sec. 20-237. Cross-connections prohibited; property owner held responsible for violation.

It shall be unlawful for any person, owner, agent or tenant to make or allow others to make a cross-connection of water pipes with any other pipelines, public or private, on the property. The owner of such property shall be held responsible for the violation thereof.

Sec. 20-238. Control of backflow.

Approved backflow prevention devices shall be installed on the service connection to any premises that the water purveyor department has identified as

having a potential for backflow. Such devices and installations shall be subject to inspection and approval by the water purveyor at all times~~department~~.

Sec. 20-239. Use of fire hydrants for other than firefighting purposes.

The operation of fire hydrants by other than authorized personnel is strictly prohibited. The water purveyor ~~department~~ may permit the use of water from a fire hydrant for construction or other purposes, provided ~~the applicant shall properly~~ an application apply for a hydrant meter is properly submitted. Upon receipt of the required hydrant meter application and fees, the water purveyor shall install and the department attach, a hydrant meter with, backflow prevention device, and hand-operated valve at a location approved by the water purveyor. Only ~~department employees or other~~ authorized town employees may operate the hydrant to provide water to the meter and relocate the hydrant meter as may be requested or required. ~~The necessary fees for the installation of the hydrant meter must have been paid in advance. The prevailing rates for water provided through the meter are billed in the usual way. Hydrant meters will only be made available to contractors for construction projects. Water for other uses such as pressure cleaning, pest control, and other similar type services may be requested from the water purveyor through the water purveyor's metered water fill station.~~

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification. The sections of the Ordinance may be a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its execution.

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TOWN OF JUPITER
Parks and Recreation Athletic Facility Usage Policy and Proposed Fee Schedule
Roundtable



DATE	July 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kristin George, Director of Parks and Recreation
SUBJECT	Roundtable: Parks and Recreation Athletic Facility Usage Policy and Proposed Fee Schedule

EXECUTIVE SUMMARY

The 2025-2027 Strategic Plan includes a strategic initiative to develop athletic facility usage policies. Action Plans for this Initiative include the following:

1. Formalize the athletic facility allocation process, including applications and policies for use, schedules, and fee parameters.

ANALYSIS

On December 17, 2024, the Town held a Roundtable discussion focused on the partnership with the Jupiter-Tequesta Athletic Association (JTAA), including shared objectives, goals, and future planning. As a result of this discussion and in line with the Town's 2025-2027 Strategic Plan, Town staff was directed to develop a formal policy outlining athletic facility usage along with an associated fee schedule.

In response, staff conducted a comprehensive review of similar policies and fee structures adopted by other Florida municipalities with comparable demographics and levels of service, including but not limited to the cities of Palm Beach Gardens, Boca Raton and Parkland. These policies and fee structures are included as Attachments 3-6 for reference. Drawing upon the insights from these examples, as well as input gathered during the December Roundtable, staff has prepared Document Number PR 1.00: Athletic Facility Usage Policy and Fee Schedule as a proposed administrative policy for consideration.

Staff is seeking Town Council feedback on the draft policy and fee schedule, with the intent to implement the final version ahead of the Winter 2025-2026 athletic season.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Unique, Small Town Feel

ATTACHMENTS

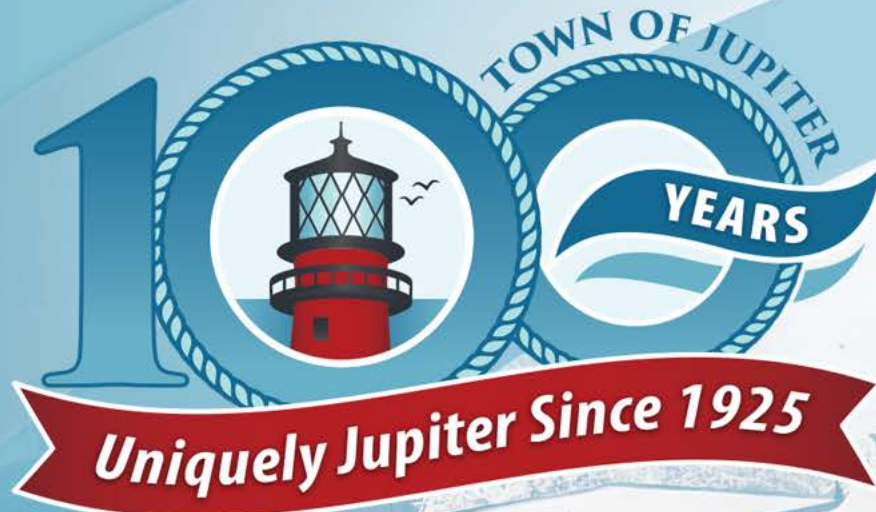
1. PowerPoint Presentation

2. Document Number PR 1.00- Athletic Facility Usage Policy and Fee Schedule
3. City of Palm Beach Gardens Athletic Facility Usage Policies and Fees
4. City of Boca Raton Athletic Facility Usage Policies and Fees
5. City of Parkland Sports Policy and Fee Schedule

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Kristin George at Kristing@jupiter.fl.us or (561) 741-2328.



Parks and Recreation Athletic Facility Usage Policy and Proposed Fee Schedule

Town Council Roundtable- July 15, 2025

**CENTENNIAL
CELEBRATION**
1925 - 2025

Roundtable: Parks and Recreation Athletic Facility Usage Policy and Proposed Fee Schedule

- **2025-2027 Strategic Initiative- Develop athletic facility usage policies.**
 - Formalize the athletic facility allocation process, including applications and policies for use, schedules, and fee parameters
- Previous Roundtable on December 17, 2024- JTAA Partnership and relationship objectives, goals and plans; key takeaways:
 1. Current process with JTAA for facility usage is working; formal agreement not necessary at this time
 2. Currently Town does not charge any fees for use of athletic facilities
 3. Use City of Palm Beach Gardens Parks and Recreation Fee Schedule as a roadmap to developing Town of Jupiter fees for non-resident usage of Town's athletic facilities by all user groups; these fees will assist with operating costs and maintenance of facilities
 4. Town of Jupiter residents already pay property taxes to Town; no desire to double-charge
 5. Town no longer collecting recreation impact fees to assist with capital projects; desire to recoup some operating costs from non-resident facility usage
 6. Temporary pause on Interlocal Agreements with schools- currently a shift in strategy by PBCSD to pursue Agreement with Jupiter High School only

Purpose of Proposed Policy and Fee Schedule

Town staff has developed a proposed Athletic Facility Usage Policy and Fee Schedule with these goals in mind:

- Establish a fair and equitable process for the use of Town's athletic facilities
- Prioritize resident usage, Town of Jupiter programs, and youth recreational sports
- Promote equitable access while ensuring non-residents pay for usage of Town facilities
- Encourage increased resident usage and participation in recreational and travel programs
- Ensure consistency with other Florida communities based on benchmarking results

Discussion Points for Consideration

- Majority of surrounding municipalities charge a fee for use of athletic facilities, including, but not limited to, Palm Beach Gardens, Boca Raton, and Parkland
- Proposed Policy and Fee Schedule allows for use of facilities by anyone with fees charged for non-resident use
- Proposed Policy incorporates multiple user groups and incentivizes resident inclusion with discounted rates for 50% or more resident participation; 50% threshold has been established based on past direction from the Town Council
- Staff has been successfully using the application process to allocate facilities to Travel/Competitive sports since Fall 2021
- Implementation of this administrative policy scheduled to take effect with the upcoming Winter 2025-2026 season

Proposed Athletic Facility Usage Policy Allocation Tiers

Athletic facility requests are processed seasonally and are **prioritized** in the following order:

PROGRAM	DESCRIPTION
1. Town of Jupiter Programs	Adult leagues, camps, events, classes, Community Use (formerly Family Use)
2. Seasonal Recreational Youth Sports	Programs prioritizing fun and accessibility for all; no try-outs
3. Interlocal Agreement Use	Jupiter public schools with which the Town has current ILA
4. Seasonal Competitive/Travel Youth Sports	Programs with higher level of competition and selective participation
5. Other Athletic League Providers	Independent or third party leagues, private schools
*One-time and Miscellaneous Use	One-time youth sports practices, games, activities, community events
*Special Uses	Activities, events, or other athletic facility uses falling outside standard allocation tiers
*Tournaments	Organized youth tournaments or other tournaments determined to have beneficial impact on community

**These requests will be considered separately on an as-needed basis*

Proposed Fee Structure

Category	Proposed Fee	Example
1. Seasonal Recreational Youth Sports	\$25 per non-resident participant fee by sport per season Residency Discount- Fee waived for a seasonal sport comprised of 50% or greater Incorporated Town of Jupiter residents	Fee: \$0 1. For a season of youth recreational lacrosse operating a 12-week season using 4 fields at Abacoa Community Park with 62% of 100 participants being verified Incorporated Town of Jupiter resident participants, there is no fee. Fee: \$1,375 2. Another league with 45% of 100 participants being verified incorporated Jupiter residents
2. Interlocal Agreement Use	Fees per the current interlocal agreement including agreed upon staffing fees	Fee: Varies For a PBCSD school with an interlocal agreement with the Town to host a softball game at Jupiter Community Park, the fees would be charged as stated in the agreement.
3. Seasonal Competitive/Travel Youth Sports	Fee per participant by sport per season: \$0.00 per Incorporated Town of Jupiter resident \$50 per non-resident participant fee by sport per season Residency Discount- \$25 per non-resident participant fee for a seasonal sport comprised of 50% or greater Incorporated Town of Jupiter residents	Fee: \$750 A travel soccer organization receives authorization for using 2 fields at Jupiter Community Park for 4 teams, 3 times per week for 2 hours each for the 15-week fall season. There are 70 total players, 30 of which reside outside of Incorporated Town of Jupiter. Since 57% of the participants are verified Incorporated Town of Jupiter resident participants, the sport qualifies for a reduced rate of \$25 per non-resident participant.

Proposed Fee Structure (continued)

Category	Proposed Fee	Example
4. Other Athletic League Providers	Hourly fee for organized league activities: \$50 per field or court Residency Discount- \$25 per field or court fee for a league comprised of 50% or greater Incorporated Town of Jupiter residents Hourly fee for off-peak field or court use for organized league activities (weekday use before 5:00 pm when available): \$0 Jupiter based non-profit organization \$5 recreational youth sport \$25 travel/comp youth sport \$25 other team sport	Fee: \$2,700 An outside athletic league organizer seeks to operate an adult co-ed beach volleyball league at Jupiter Community Park using 2 courts for 3 hours each, 1 night a week for a 9-week season. If the league comprises fewer than 50% verified incorporated Town of Jupiter resident participants or the league organizer has chosen not to submit rosters for verification, the \$50 per field or court fee applies. Fee: \$200 A college baseball team is visiting from out of state and uses a field on a Saturday evening for 4 hours of practice. Fee: \$0 A non-profit senior softball league uses 4 fields at Jupiter Community Park 3 days a week for 15 weeks of league play.

Proposed Fee Structure (continued)

Category	Proposed Fee	Example
5. One-Time and Miscellaneous Uses	Hourly fee per field or court by residency for non-team activities: \$15 Incorporated Town of Jupiter resident \$50 non-resident	Fee: \$30 A resident of Incorporated Town of Jupiter reserves a basketball court at Abacoa Community Park for a 2-hour birthday party.
	Hourly fee per field or court by category for team activities: \$5 recreational youth sport \$25 travel/comp youth sport \$25 other team sport	Fee: \$50 A youth travel volleyball team reserves a sand court at Jupiter Community Park for 2 hours on a Sunday morning.
6. Special Uses	Fees to be determined based on the proposed use at the discretion of the Parks and Recreation Department	Fee: Varies
7. Tournaments	Daily rate by category: \$400 per field or outdoor court \$1000 Community Center Main Gym \$500 Community Center Multipurpose Gym	Fee: \$8,000 A travel soccer organization hosts a soccer tournament at Jupiter Community Park using 10 multipurpose fields for full days on Saturday and Sunday.
	Half-day rate by category (less than 5 hours of use): \$200 per field or outdoor court \$500 Community Center Main Gym \$250 Community Center Multipurpose Gym	
Additional Fees	Overtime \$40/hr per staff member as deemed necessary by Town staff	Fee: Varies

Next Steps

- Staff has presented the proposed Document Number- PR 1.00, Athletic Facility Usage Policy and Fee Schedule for implementation as an Administrative Policy
- Implementation is currently on schedule for facility allocation for the upcoming Winter 2025-2026 season

Questions?



PARKS AND RECREATION DEPARTMENT

Title: Athletic Facility Usage Policy and Fee Schedule

Document Number – PR 1.00

I. Purpose

The purpose of this document is to establish a structured and transparent process for the usage of athletic facilities within the Town of Jupiter Parks and Recreation portfolio. By delineating clear guidelines and criteria, we aim to ensure that all user groups, ranging from residents of Incorporated Town of Jupiter to youth recreational sports to competitive travel teams, have equitable access to the facilities. Our goal is to maximize the use of resources, promote community engagement, and support the physical well-being of residents while balancing the maintenance needs of the facilities in a fiscally responsible manner.

The Athletic Facility Usage Policy prioritizes the needs of the community, fostering an environment where resident use and Town-organized programs can flourish alongside recreational and competitive sport leagues. By adopting a tiered structure, we aim to balance the needs of various user groups, ensuring that each has fair opportunity to participate in and benefit from the use of athletic facilities. This policy also aims to provide clarity and consistency in the scheduling process, minimizing conflicts and fostering cooperation among different organizations and teams.

By adhering to these guidelines, the Town of Jupiter seeks to create a vibrant, active, and inclusive community where athletic activities contribute to the overall quality of life for all residents. Through efficient and effective facility management, we strive to support the development of sportsmanship, teamwork, and healthy lifestyles within the community.

II. Definitions

1. **Town of Jupiter Programs:** Town of Jupiter programs include organized activities and events managed by the Town of Jupiter, designed to promote community engagement, health, and well-being. These programs include community use of athletic facilities, adult athletic leagues, camps, classes, and special events that cater to residents of all ages and skill levels. The focus is on providing affordable, accessible, and enjoyable recreational opportunities for the community. Programs are organized and managed by the Town's Parks and Recreation Department or in collaboration with other Town Departments. There is no fee for Town of Jupiter Programs.
2. **Youth Recreational Sports - Programs prioritizing fun and accessibility for all** - Recreational youth sports refer to organized sports programs that are designed for youth participants to engage in for fun, exercise, and social interaction. Organizers are typically non-profit organizations with a significant number of volunteers assisting with coaching and league

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Approved Authority: Town Manager				

operations. These programs prioritize participation and enjoyment over competition and are open to all skill levels. Recreational sports have an affordable fee structure, ensuring accessibility for all families. Participants are school-aged, and teams are formed based on equality rather than competitiveness. Teams typically compete in a league under a single organization or among like-minded organizations when the organization does not have enough participation to create its own league. Extended Recreational Youth Sports seasons such as a Recreational All-Stars program or similar extended season comprised of participants from a recreational league shall be considered for categorization as a Youth Recreational Sport.

3. **Interlocal agreement:** A formal agreement between the Town and one or more government entities that allows for collaborative use of shared facilities.
4. **Competitive/Travel Youth Sports - *Programs with higher-level competition and selective participation*** - Competitive/travel youth sports refer to organized sports programs designed for youth participants involved in higher levels of competition. Participation is limited, and players typically try out for a team and must be selected to join the team. Coaches and trainers are more frequently paid for their services, and the fees to participate are higher compared to recreational sports. These programs often require a significant time and financial resource commitment from the participating families. Participants are typically required to travel for games and tournaments, which may include local, regional, or national competitions. The focus is on skill development and refinement, intensive training, and achieving competitive success, often with a structured regimen of practice and gameplay. Teams typically compete in leagues or select tournaments that are organized based on skill level and competitive prowess.
5. **Other Athletic League Providers:** Independent or third-party leagues and organizations or teams requesting organized or seasonal use of Town athletic facilities.
6. **One-time and Miscellaneous Uses:** Applies to special one-time youth sports practices, games, activities, community events, or other miscellaneous events.
7. **Special Uses:** Includes any other facility usage not covered under the standard categories and require separate review and consideration for use by the Parks and Recreation Department.
8. **Youth Sports Organization:** A youth sports organization refers to an organized entity that manages and oversees youth sports programs. To qualify, the organization must have a minimum of three teams. These organizations are responsible for coordinating practices, games, tournaments, and other related activities. They ensure that teams have access to necessary resources, such as coaches, facilities, and equipment. Youth sports organizations may operate recreational or competitive programs and often involve a combination of paid staff and volunteers.
9. **Incorporated Town of Jupiter Resident:** A resident residing within the official boundaries of Incorporated Town of Jupiter. Residency of an address is confirmed via the Palm Beach County Property Appraiser records.
10. **Non-Resident:** A resident residing outside of the official boundaries of Incorporated Town of Jupiter.
11. **Residency Verification Process:** Residency status is determined using the Palm Beach County Property Appraiser records. Verification requires submission of a valid photo identification and one supporting document that matches the resident's address, such as a current utility bill or property tax record. Roster submission user groups must include participant addresses for verification.

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12. Community Use: Designated times at specific facilities when park users are able to use athletic facilities in an unstructured, small-group recreational manner, without organized leagues, formal instruction, or specialized equipment.

13. Schedule of Fees: The Schedule of Fees is the official list of facility use rates adopted by the Town of Jupiter Parks and Recreation Department. It details the costs for various types of athletic facility use, including seasonal, tournament, one-time, and special categories. Fees depend on user type, residency, duration, and time of usage. The Schedule of Fees also covers applicable discounts, deposit requirements, and additional charges such as staffing. It is located at the end of this policy and is subject to regular review and updates.

III. Scope

This policy shall apply to all Incorporated Town of Jupiter residents requesting use of Town athletic facilities, as well as to Town of Jupiter programs, youth sports organizations, interlocal agreement partners, seasonal recreational youth sports, seasonal competitive/travel youth sports, other athletic league providers, tournament organizers, one-time and miscellaneous users, special use applicants, and non-residents participating in any of the above categories. The policy governs procedures for facility allocation, scheduling, usage tiers, documentation, and schedule of fees, and shall be administered and enforced by the Town of Jupiter Parks and Recreation Department.

IV. Policy

A. Priority Allocation Tiers

1. Town of Jupiter Programs

- a.) Includes all Town-organized programs, adult athletic leagues, camps, classes and special events
- b.) Designated times for Community Use of athletic facilities
- c.) Priority tier ensures support for resident access, community programs and services
- d.) No specific deadlines are required for advance notice
- e.) User groups falling under this tier are not charged a fee for usage

2. Seasonal Recreational Youth Sports

- a.) Includes recreational sports programs for youth participants
- b.) In the event of multiple submissions, additional consideration will be provided to the organization or team serving a larger number of incorporated Town residents as well as historical usage of Town facilities
- c.) Applications shall be submitted 90 days before the start of the season
- d.) User groups falling under this tier are subject to the associated fee schedule as outlined in the "Schedule of Fees" section. Resident-based fee reductions may apply based on submitted and verified rosters.

3. Interlocal Agreement Use

- a.) Includes programs and teams identified for use under current and valid interlocal agreements.
- b.) Requests shall be submitted per the terms in the interlocal agreement

4. Seasonal Competitive/Travel Youth Sports

- a.) Applies to competitive and travel teams requiring facilities for practices and games

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- b.) In the event of multiple submissions, additional consideration will be provided to the organization or team serving a larger number of incorporated Town residents as well as historical usage of Town facilities
- c.) Applications shall be submitted 60 days prior to the season
- d.) User groups falling under this tier are subject to the associated fee schedule as outlined in the "Schedule of Fees" section. Resident-based fee reductions may apply based on submitted and verified rosters.

5. Other Athletic League Providers

- a.) Independent or third-party leagues and organizations or teams requesting organized or seasonal use of Town athletic facilities.
- b.) Includes other leagues and programs seeking access to the athletic facilities for organized and/or seasonal use
- c.) Applications shall be submitted 30 days prior to the use
- d.) User groups falling under this tier are subject to the associated fee schedule as outlined in the "Schedule of Fees" section. Resident-based fee reductions may apply based on submitted and verified rosters.

6. One-Time and Miscellaneous Uses

- a.) Applies to special one-time youth sports practices, games, activities, community events, or other miscellaneous events
- b.) Preference is given to youth sports teams and activities of incorporated residents
- c.) Requests shall be submitted at least 2 weeks in advance, but no sooner than 30 days prior to the use
- d.) User groups falling under this tier are subject to the associated fee schedule as outlined in the "Schedule of Fees" section. Resident-based fee reductions may apply based on submitted and verified rosters.

7. Special Uses

- a.) Includes activities, events, or other athletic facility uses that fall outside of the standard allocation tiers
- b.) Require individual review to determine feasibility, impact on operations, and alignment with community priorities
- c.) Approval is subject to administrative discretion and may include additional requirements, fees, and/or conditions
- d.) Applications will be reviewed on an individual case at the time of submission

8. Tournaments

- a.) Includes organized youth tournaments and other tournaments determined to have a beneficial impact on the community
- b.) Scheduling is based on overall facility availability and existing commitments
- c.) Tournament uses shall be scheduled to not interfere with youth recreational sport seasons
- d.) Tournament applications shall be submitted a minimum of 6 months in advance
- e.) User groups falling under this tier are subject to the associated fee schedule as outlined in the "Schedule of Fees" section. Resident-based fee reductions may apply based on submitted and verified rosters.

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B. Process

1. All requests should be submitted electronically. Applications, schedules, and all supporting documents (refer to the Documentation section) should be submitted via email to TOJAthletics@jupiter.fl.us. Submissions will be reviewed by the Recreation Supervisor for completeness and compliance with policy requirements. Documentation related to the *Residency Verification Process* must be submitted through the Town of Jupiter's ArcGIS website portal. The Recreation Supervisor will review requests to ensure they meet the advance notice requirement, determine the request's category, and assign the appropriate tier.
2. The facility allocation process is directly supported by a tiered fee structure that aligns with the type of use, residency status, and level of service provided. Fees will be assigned in accordance with the category and validated during the review process.
3. The priority of requests is considered in the following order:
 - a.) Town of Jupiter Programs
 - b.) Seasonal Recreational Youth Sports
 - c.) Interlocal Agreement Use
 - d.) Seasonal Competitive/Travel Youth Sports
 - e.) Jupiter School Sports Teams
 - f.) Other Athletic League Providers
 - g.) One-time and Miscellaneous Uses
4. For seasonal usage, a tentative schedule is created, and applicants receive a preliminary confirmation in advance. Final confirmations are sent out prior to the start of the season.
5. Any necessary adjustments or conflicts are resolved through communication with the applicants, ensuring minimal disruption to scheduled activities. If, after extensive communication with the Parks and Recreation staff assigned to evaluate and schedule athletic facilities, a resolution for appropriate facility use cannot be met, a request for an appeal review shall be made via email to the Recreation Supervisor overseeing the athletic facility allocation process. Upon receipt of the formal appeal email and evaluation of the circumstances, a final notice of usage shall be provided to the applicant within two weeks.
6. Late applications will be reviewed after all other on-time applications have been scheduled and facility space remains available.
7. **Tournaments and Special Uses:** Tournament and special use requests will be considered separately on an as-needed basis. In the event of conflicting tournament or special use requests, consideration will be given to previously hosted tournaments and events determined to be beneficial to the community. Tournament requests that demonstrate a measurable economic impact—such as increased hotel stays, dining, and retail activity—may be given priority consideration, provided the impact is minimized to scheduled recreational youth sports seasons. A “beneficial impact” is defined as a positive and quantifiable contribution to the local economy or community experience. Supporting documentation or estimates demonstrating potential economic impact may be requested as part of the application process.

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C. Enforcement, Compliance, and Damage

To maintain equitable usage and promote policy adherence, Parks and Recreation staff may provide on-site coaching, followed by verbal and written warnings as necessary. Consequences for ongoing non-compliance may include temporary suspension, revocation of facility access for a season, temporary ineligibility to reapply, or permanent disqualification from facility use. User groups found responsible for excessive damage to facilities beyond normal wear and tear may be held financially responsible.

D. Documentation

Organizations and facility users may be required to submit documentation including proof of insurance, background screening certifications, concussion education compliance, and valid residency verification (photo identification and a matching utility or tax bill). In accordance with Florida State Statute §943.0438, youth sports programs that operate on public property are expected to ensure all personnel who have direct contact with minors have completed appropriate background screenings. A written Code of Conduct addressing the expected behaviors of participants, coaches, and spectators may be requested from organizations or facility users to ensure a respectful and safe environment is maintained. The Parks and Recreation Department reserves the right to conduct mid-season audits to ensure compliance with usage policy and submitted documentation.

E. Residency Verification Process

All user groups claiming resident status for fee reductions or allocation priority must submit a roster that includes participants' names and residential addresses. The Town will verify residency through Palm Beach County Property Appraiser records and supplemental documentation (e.g., driver's license, utility bill). Organizations may be subject to mid-season audits to confirm ongoing compliance. It is the user group's responsibility to provide accurate roster information and supporting documentation to the Town of Jupiter Parks and Recreation Department for the residency verification process.

F. Facility Maintenance and Closures

The Town of Jupiter Parks and Recreation Department prioritizes participant safety and the condition of athletic facilities. Fields may occasionally be closed due to inclement weather, safety concerns, or scheduled maintenance. Staff will evaluate field conditions daily, considering factors like rainfall, standing water, and overall surface safety. Closure notifications will be made as soon as possible, when feasible by 3:00 PM on weekdays and 7:00 AM on weekends, via the Rainout Line, website, social media, and/or direct contact with users. Users are encouraged to verify field status updates before activities. In the absence of an official closure, users should evaluate field conditions upon arrival and consider canceling activities if the conditions appear unsafe. Any such occurrences should be reported to the Parks and Recreation Department. If a closure results in canceled activities, users may submit a rescheduling request within 48 hours. Make-up opportunities will be based on field availability and are not guaranteed.

Fields should not be used during official closures. Unauthorized use during closures may result in temporary access restrictions or responsibility for any damages. This approach is intended to protect participants, safeguard facilities, and maintain fair access.

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G. Conflict Resolution and Dispute Process

User groups wishing to dispute an approved usage decision are encouraged to submit their concerns in writing. The Parks and Recreation Department will first attempt to resolve the issue through internal review and meetings with the involved parties. If a resolution cannot be reached, the matter will be escalated to the Parks and Recreation Department's administrative team for final review. The Parks and Recreation Department will issue a final written decision upon conclusion of the review.

H. Annual Seasonal Schedule

The seasonal usage schedule will be published annually in May and will cover the upcoming Fall, Winter, Spring, and Summer seasons. Scheduling is determined based on a combination of factors, including historical facility usage, anticipated park maintenance, and identified community program needs. Notably, historical usage refers primarily to patterns of youth recreational sport participation by specific sport and facility. These patterns may directly influence the availability of space for other user tiers, particularly when field markings and configurations restrict multi-use compatibility. As such, preference may be given to maintaining traditional field layouts that best support established youth recreational sports, which could limit the flexibility in facility assignments for competitive teams, school groups, or other organizations. All dates and usages remain subject to change based on unforeseen circumstances or operational decisions made by the Parks and Recreation Department.

I. Usage Limits

To help ensure fair and consistent access to Town of Jupiter athletic facilities while preserving their condition, the Parks and Recreation Department may implement usage limits. These may be based on factors such as total hours requested, seasonal demand, and wear considerations. Priority will remain with resident-serving programs and youth recreational sports.

The Parks and Recreation Department may consider capping usage to support balanced distribution among users. Field usage is generally expected to occur within designated operational hours. Activities scheduled outside these hours may be rescheduled, adjusted, or declined, and repeated unauthorized use may result in temporary restrictions. Any limits will be communicated in writing prior to the season. Requests for exceptions may be submitted and will be reviewed individually.

J. Payment Terms

Approved facility users are encouraged to remit payment in accordance with billing guidelines from the Parks and Recreation Department. Full payment is expected prior to the start of use unless otherwise outlined in a written agreement.

For seasonal use, invoices will be sent following final schedule confirmation and should be paid at least one week before the season begins.

For one-time uses, payment is due at the time of confirmation. Reservations will not be finalized or held without payment.

For tournaments, a non-refundable deposit of 25% is requested at the time of booking to hold the dates. Remaining balances should be paid in full one week prior to the event. Late payment may result in

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cancellation. Post-event charges, such as staffing or repair costs, will be invoiced separately and are expected to be paid promptly.

K. Refunds and Cancellations

Cancellation requests should be submitted in writing to the Parks and Recreation Department. Requests received at least fourteen (14) calendar days prior to the reservation start date are eligible for a full refund. Requests received fewer than fourteen (14) calendar days but more than seven (7) days prior to the reservation start date are eligible for a 90% refund, with 10% retained as an administrative fee. Cancellations received seven (7) or fewer days before the reservation, including no-shows, may not qualify for a refund and will be considered on a case-by-case basis.

Refunds may take up to 30 days to process and will be returned to the original form of payment. Exceptions due to emergencies, inclement weather, or other unforeseen situations will be considered on a case-by-case basis at the discretion of the Parks and Recreation Department.

L. Policy Review

This policy document should be reviewed and updated at a minimum every three to five years or as needed to ensure that it remains relevant and effectively serves the community's needs.

M. Schedule of Fees Overview

The Town of Jupiter's athletic facility fee schedule aims to promote affordability, equity, and fair access for residents and local user groups. Fees vary based on user type, residency status, time of use, and activity category (seasonal, tournament, one-time use, etc.). Groups with at least 50% Incorporated Town of Jupiter residents qualify for discounted rates. Verification is required. All athletic facility use is governed by this policy and supported by the fee structure outlined in the following section.

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N. Schedule of Fees

Category	Fee
Seasonal Recreational Youth Sports	\$25 per non-resident participant fee by sport per season Fee waived for a seasonal sport comprised of 50% or greater Incorporated Town of Jupiter residents
Interlocal Agreement Use	Fees per the current interlocal agreement including agreed upon staffing fees
Seasonal Competitive/Travel Youth Sports	Fee per participant by sport per season: \$0.00 per Incorporated Town of Jupiter resident \$50 per non-resident participant fee by sport per season \$25 per non-resident participant fee for a seasonal sport comprised of 50% or greater Incorporated Town of Jupiter residents
Other Athletic League Providers	Hourly fee for organized league activities: \$50 per field or court \$25 per field or court fee for a league comprised of 50% or greater Incorporated Town of Jupiter residents Hourly fee for off-peak field or court use for organized league activities (weekday use before 5:00 pm when available): \$0 Jupiter based non-profit organization \$5 recreational youth sport \$25 travel/comp youth sport \$25 other team sport
One-Time and Miscellaneous Uses	Hourly fee per field or court by residency for non-team activities: \$15 Incorporated Town of Jupiter resident \$50 non-resident Hourly fee per field or court by category for team activities: \$5 recreational youth sport \$25 travel/comp youth sport \$25 other team sport
Special Uses	Fees to be determined based on the proposed use at the discretion of the Parks and Recreation Department
Tournaments	Daily rate by category: \$400 per field or outdoor court \$1000 Community Center Main Gym \$500 Community Center Multipurpose Gym Half-day rate by category (less than 5 hours of use): \$200 per field or outdoor court \$500 Community Center Main Gym \$250 Community Center Multipurpose Gym
Additional Fees	Overtime \$40/hr per staff member as deemed necessary by Town staff

O. Additional Fee Information

All listed fees include the use of sports lighting when required for scheduled activities. Field preparation may include sport-specific striping and goals when appropriate; however, seasonal and one-time use allocations do not include chalking or in-field lining services unless specifically arranged for an additional fee. For tournaments, fees include lighting, striping, goals and other required field preparations. When overtime staffing is assigned by the Parks and Recreation Department to support tournament operations, it will include in-field chalking and lining when appropriate. Staffing and preparation needs will be evaluated by Parks and Recreation staff based on the nature and schedule of the event.

P. Sample Seasonal Dates

Youth Sports Facility Requests

2025-2026 Season Information

Fall 2025	Spring 2025
Rec season due date: May 30, 2025	Rec season due date: November 21, 2025
Season starts: August 4, 2025	Season starts: February 9, 2026
Season ends: November 16, 2025	Season ends: May 17, 2026
Travel request form available: June 16, 2025	Travel request form available: December 1, 2025
Travel request due date: June 27, 2025	Travel request due date: December 12, 2025
Travel response provided by date: July 11, 2025	Travel response provided by date: January 9, 2026
Winter 2025-2026	Summer 2026
Rec season due date: August 22, 2025	Rec season due date: N/A
Season starts: November 17, 2025	Season starts: May 18, 2026
Season ends: February 8, 2025	Season ends: August 2, 2026
Travel request form available: September 1, 2025	Travel request form available: March 2, 2026
Travel request due date: September 12, 2025	Travel request due date: March 13, 2026
Travel response provided by date: October 17, 2025	Travel response provided by date: April 17, 2026

City of Palm Beach Gardens Facility Use Policies & Procedures

The City of Palm Beach Gardens strives to offer residents and guests premier facilities that complement the City's high quality of life. Through our attractive, clean and accessible recreational facilities, the City helps those in the community create memorable experiences that bring people together. Whether you are planning a birthday party, family reunion, business meeting, or sporting event, the City has a multitude of options for the occasion.

All permitters and City-licensed private instructors are required to comply with every policy and procedure listed herein. The City reserves the right to amend these policies and procedures as necessary. Should a permit holder or private instructor be found in violation the City may revoke permitting privileges indefinitely.

City facilities and fields must be utilized for their intended purpose unless otherwise authorized by the City. Use which differs from the intended purpose must be noted when requesting a permit.

Group Facility Use Not Requiring a Permit

Some City facilities may be used by groups without a permit so long as:

- o There is not already a permit for the facility AND
- o Group participants are not being charged a fee to participate AND
- o The group does not exclude any other members of the public who want to participate OR
- o Other members of the public have an appropriate amount of the facility's space to conduct an activity themselves.

If the requirements above are met, groups may use the following City facilities without a permit:

- o All outdoor basketball and hard tennis courts
- o Plant Drive Park pickleball courts
- o Grassy area at Oaks Park
- o Grassy area behind Amanda J. Buckley Softball Field at Plant Drive Park

Non-Discrimination Statement

The City shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, with respect to any activity occurring at City facilities.

Permit Types

The City hosts a number of different activities at its facilities and receives a high volume of permit requests. City staff members may deny or cancel permits for any reason, at their sole discretion. All permit holders must:

- o have a valid credit card on file with the City's Recreation Department, with the exception of Common Park Space Permit holders.

- o be able to produce a copy (paper or electronic) of the permit during facility use if requested by a City staff member.
- o utilize the facility for its intended use unless given written authorization from a Recreation staff member.
- o not sublease a facility under any condition.
- o be present at the permitted facility for the duration of each permitted use. For groups and organizations, board members or other designated stakeholders may act as the permit holder during facility use but must be approved by a City staff member.

Common Park Space Permit

Groups wishing to use a common park space such as a playground or open space must obtain a permit. This type of permit is most applicable to camps, schools, and other community groups.

Block Permit

Block permits, regularly-occurring permits over a period of time, are issued for City-organized activities as well as to recognized groups and organizations.

If approved, permits for individual days will be coordinated directly with the assigned Recreation Department liaison. Block permit holders must have a permit for each facility use. Rosters, complete with participant names and addresses, are required for each Block permit holder. Block permits may be submitted in advance as the table below dictates:

Group	Days in Advance
City Programs	Anytime
PBGYAA Recreation	90 days
PBGYAA Travel	75 days
Historical Organizations	60 days
Recognized Groups	45 days
Other Groups	30 days
City Partnerships	As contract allows

Daily Permit

While groups and organizations also qualify for daily permits, they are mainly issued to individuals for single-time or limited duration facility uses. Daily permits are typically issued to pickup style activities for a group of individuals. Depending on the requested use of the facility, a valid, qualifying certificate of insurance may be required. Each qualified group may permit (request) or book a facility using the City's [online registration portal](#).

Tournament/Event/Camp Permit

Tournaments, events, and camps are considered Public Assembly in the [City Code of Ordinances](#). Special events will be evaluated on a case-by-case basis. Additional consideration will be given to those which bode a positive economic impact in the community, especially those sponsored by the Palm Beach County Sports Commission.

Those wishing to host a tournament, event, or camp must comply with all applicable sections of the Facility Use Policies and Procedures, as well as the City's [Public Assembly Handbook](#).

Qualifications

General Permit and Facility Use Rules

Permit holders, and all participants of the permitted activity, are responsible for abiding by all park rules and City ordinances. The following rules are strictly monitored:

- o Animals, except service animals, are prohibited on City property, per [City Ordinance](#) (sec. 46-14)
- o Balloons are prohibited at all outdoor facilities, per [City Ordinance](#)
- o Alcohol is prohibited at all City parks, per [City Ordinance](#) (sec. 6-8)
- o Trash and event debris must be placed in the appropriate receptacles.
- o Noise & amplified sound, per [City Ordinance](#).
- o Glitter and confetti are prohibited.

Signage

Certain Block and Tournament/Event/Camp permit holders may receive approval from City staff to put up signage at facilities utilized in the permit. If approved, a signage plan must be submitted at least two weeks prior to the permit start date, or the first date the permit holder wishes to put the sign up. Signage must adhere to the City's [Code of Ordinances](#). Any approved signage must be removed from City facilities within 24 hours of the end of the permit. The City has the right to remove, and dispose of, signage from a facility at any time if it is deemed not in compliance with City Code, offensive or unaesthetic.

Insurance Requirements

Applicable to some (only when requested by City staff) daily permits and all block, tournament/event/camp permits.

- o Those required shall provide a Certificate of Participant and General Liability insurance policy listing the City of Palm Beach Gardens, 10500 North Military Trail, Palm Beach Gardens, FL 33410 as additionally insured in the amount of \$1 million.
- o The certificate of insurance must be provided in the "Accord" or similar format.
- o Any organization or group storing equipment or property inside a City-owned building is responsible for providing the City a copy of its contents and equipment policy.
- o Electric or gas-powered golf carts or utility vehicles must be approved, and owner must provide copy of their insurance policy with inland marine coverage.

- o Any organization or group serving food must inform the City and provide a minimum \$1 million Product/Completions and General Liability Certificate of Insurance listing the City as additionally insured.

The Event Planner should expect that all entities involved in the event will need their own separate coverage. One blanket policy by the organization planning the event, in most cases, is not sufficient.

Background Screening

Applicable to some (only when requested by City staff) daily permits and all block, tournament/event/camp permits.

Per Florida State Statute and City of Palm Beach Gardens policy, organizations providing youth programming will be required to be background checked. Coaches, assistant coaches, trainers, board members and volunteers ages 16 and over who work with children are REQUIRED to be background screened annually. The screening process takes approximately 5 days to complete. The cost of background screenings is due upon submitting of background screen application by the volunteer/permit holder.

[Click here to complete background screen.](#)

Background Exclusion Criteria

Temporary Equipment

All equipment, structures, and use of site amenities are to be requested on the site plan and are subject to approval by the City. Generally, Event Planners are to be aware of:

- o Turf fields are considered off limits unless approval is given during the planning process, unless the event is a turf-based activity.
- o Under no circumstance are tents of any kind or other temporary equipment to be staked into the ground on any sports turf field.
- o All tents and temporary items must be secured for the safety of event patrons. Depending on the location of such items, staking or weights will be required.

The use, security, and cost of repairs to the facilities utilized during the event becomes the responsibility of the organization hosting the event. The City is not responsible for any damage or loss of event equipment. Securing and security of the event site is the sole responsibility of the organization hosting the event. During the planning process the City will require “conditions of approval” related to the security of the event. Compliance with these conditions is required.

Should damage occur to City facilities, the City will perform the repairs, and the organization will be charged for the damage. At no time is the Event Planner to alter or fix anything on the site. All issues with the site are to be brought to the attention of the Staff Event Coordinator. All temporary equipment and structures must be removed from the site at the conclusion of the event as agreed upon during the planning process.

Admission Fees

Admission, or gate, fees may be charged by the permit holder. Under no circumstances, however, shall fees be charged for parking of vehicles or access to a City parking lot. Permit holders can only charge gate fees for their permitted area and cannot restrict the public from accessing public areas on any City facility. A request for approval to charge a gate or entry fee must be made 48 hrs. prior to the permit date.

Vendors

Effective 10/1/2023, vendors will be required to register with the City of Palm Beach Gardens. [Click here](#) for more information on this new process. It is the responsibility of the permit holder, during the event request or booking, to notify the City of any vendors they wish to have at their event.

A list of vendors must be supplied to City staff within 14 days of permit start date. The vendor list must include the product and nature of the vendor's appearance and the setup location for each vendor. All vendors are subject to City approval. The City is not responsible for the provision of utilities or assisting the vendor.

Food trucks must be inspected by the City of Palm Beach Gardens Fire Department's Community Risk Reduction Division. The inspection is free. [Community Risk Reduction Division | Palm Beach Gardens, FL - Official Website \(pbgfl.com\)](#) The CRRD inspector can be contacted by phone to set up an appointment at: 561-799-4324.

How to Apply

Steps to secure a permit vary based on the type of permit. Please note: If you have previously obtained a permit, you have an account! Send an email to rec rentals@pbgfl.com if you are having trouble accessing your account. Applicants must have a valid email address on file as that will be the main communication source.

Daily Permit: Daily facility permits for some facilities may be secured [directly online](#). For all other facilities and times not posted online, an application must be submitted using the following steps:

The City charges a non-refundable \$1 permit application fee. If the permit is approved, the application fee will be applied to the permit fees. Please see the fees section below for payment requirements.

1. Visit the City's [online registration portal](#). Navigate to the requested facility type.
2. Use the Facility Search Criteria to navigate to the requested date. Click the Search button to apply any new Search Criteria.
3. Select a time slot for the facility. **Note: You may edit the requested time in a later step.**
4. Once you click the time slot, click "Add to Cart" to proceed. If you have not already logged in to your account, you will be asked to do so at this point.
5. Answer, in detail, any questions pertaining to the permit application. Any questions not answered truthfully may result in an indefinite suspension of permitting privileges.
6. Complete the Permit Information fields.
7. Sign off on all waivers.
8. Continue, Proceed to Checkout, and pay the \$1 application fee.
9. Staff will review the application and communicate with the applicant (via email or phone) as to whether the applicant is approved, rejected, needs additional information or documentation, or if a change of time, date, or location is necessary to accommodate the permit.
10. If a permit is approved, fees will be charged according to the information below.

Block Permit: A [Block Permit Application](#) must be submitted for those wishing to secure a Block permit.

Event/Tournament/Camp Permit: These activities constitute a Public Assembly. Those wishing to obtain permits for these activities must submit the [Public Assembly/Event Permit Application](#). Once a fully completed application is reviewed by staff and the applicant has responded with details to additional questions asked by the department, a "hold" will be placed in the facility booking system. This is a preliminary date hold and can be revoked by the City as the details of the event become clear or the requested facility is deemed not suitable for requested dates.

Fees

Facility fees are charged based on the City's [Master Fees and Charges](#), approved by Palm Beach Gardens City Council on an annual basis. A credit card must be kept on file for all permit holders - the credit card on file may be charged for facility use exceeding the permit, or damage caused to a facility during the permit. If a prepaid permit is canceled by the City due to adverse weather or any other reason, the credit card used to pay for the permit will be refunded within 48 hours. The City may waive fees for

individual professional athletes visiting to train at City facilities, as approved by the Department Administrator.

Daily Permit

Upon approval of any daily permit application, the City will charge the applicant in full for the permit. The credit card that was used to pay the \$1 permit application fee will be charged.

Block Permit

Fees for block permits will be charged to the credit card on file monthly, in the last three days of the month for the next month's facility usage. For example, June's permits will be charged between May 29-31.

Event/Tournament/Camp Permit

All applicable fees must be paid in full prior to any permitted facility use.

Fees will be due according to the payment plan listed on the quote for the event, tournament, or camp. For tournaments and events, 25% of the quoted fees is due to secure preliminary approval. The remaining 75% is due no less than 45 days in advance of the tournament or event start date and will constitute full approval for the event. For camps up to five days in duration, all applicable fees must be paid in full to secure the facility and date(s). For camps longer than five days, fees will be due on a weekly basis after the first five days have been paid in full to secure the facility and date(s).

Palm Beach Gardens Youth Athletic Association (PBGYAA)

The PBGYAA is the City's recognized provider of youth, recreational sports leagues. Some fees charged to PBGYAA divisions may differ from those charged to other persons or organizations as covered in the City and PBGYAA's "Agreement for Sports Program Fees".

Change Fees

Change fees apply to any requested and City-approved alteration of a permit request or existing reservation. Change requests must be emailed to recrentals@pbgfl.com. Requests for changes will be reviewed on a case-by-case basis – there is no guarantee that requested changes be fulfilled, especially with short notice. Change fees are not applicable to PBGYAA or historical organizations.

Change fees are charged according to the notice given in advance of the permit:

- o More than 7 days, 3% of original receipt
- o Less than 7 days but more than 48 hours, 7% of original receipt
- o Less than 48 hours, 15% of original receipt

Changes are exempt from charges within 24 hours of original booking, except when the original booking takes place less than 48 hours in advance of the original reservation.

If the change can be fulfilled, the applicable percentage above will be automatically charged to the card used to pay for the reservation.

Recognized User Groups

As a benefit to Recognized User Groups, change fees will not apply to the first three requested changes in each City fiscal year, which runs October 1 through September 30.

Once the Recognized User Group's three free changes are exhausted, the card used to pay for the reservation will be automatically charged the aforementioned change fees.

Cancellation Policy

The City reserves the right to move or cancel any permit for any reason. In the event the City cancels a permit, the permit holder will be refunded in full.

Cancellation of a daily permit or single use of a block permit must be done by the permit holder using the City's [online registration system](#). If a daily permit or single use of a block permit is canceled by the permit holder:

- o more than 14 days in advance, 5% of the fee paid will be forfeited.
- o less than 14 days in advance but more than 7 days in advance, 10% of the fee paid will be forfeited.
- o less than 7 days in advance but more than 48 hours in advance, 50% of the fee paid will be forfeited.
- o less than 48 hours in advance, no refunds will be granted.

Notice of request to cancel a tournament or event must be emailed to recrentals@pbgfl.com. If a tournament or event is canceled by the permit holder:

- o more than 90 days in advance, 5% of the total quoted fees will be forfeited.
- o less than 90 days in advance but more than 45 days in advance, 10% of the total quoted fees will be forfeited. If the permit holder gives notice within this window that less facilities are needed, 10% of the fees for the canceled facilities will be forfeited.
- o less than 45 days in advance but more than 14 days in advance, 50% of the total quoted fees will be forfeited. If the permit holder gives notice within this window that less facilities are needed, 50% of the fees for the cancelled facilities will be forfeited.
- o less than 14 days in advance, no refunds will be granted.

PARKS AND RECREATION

General Information

- ☐ Non-residents are assessed a higher fee on individual programs and services.
- ☐ Fees charged for programs and services are established based on cost recovery to sustain the special revenue budget. (Fees that are not listed will be posted on the department's web page.)
- ☐ Memberships and Passes will be established based upon cost recovery and market comparison. Residents receive a discounted rate.
- ☐ Tax will be added to all fees as required at the current tax rate.
- ☐ Fees will be modified for resident participants who met scholarship criteria.
- ☐ Res. = Resident
- ☐ NR = Non-Resident

☐ GDP = Gardens North County District Park, RAC = Joseph R. Russo Athletic Complex

Facility Use and Public Assembly Permits

- ☐ Use of certain facilities and any organized activities on City property require a permit and the entity to pay the applicable fees prior to use.
- ☐ Certain permits require multiple fees to cover costs of the event to the City.
- ☐ Depending on the event and location, a Public Assembly/Event Permit may be required.
- ☐ Insurance Requirements:
 - a) Certificate of Insurance may be required naming the City of Palm Beach Gardens as Additional Insured with respect to General Liability minimum limit of \$1,000,000.
 - b) All vendors for programs/events held on City property will be required to provide the insurance deemed necessary by the City.
- ☐ All fees are an hourly rate unless otherwise stated. Some rates require a minimum of 2-hour rental. Set up and tear down time by the permit holder is charged at the hourly rate.

PARKS AND RECREATION

General Fees

NR Rate –	10% to Market Trend as set by SOP
Staffing as deemed necessary by the City	\$40/per staff \$100 per staff/Holiday
Recognized Provider Fee per sport session/annual fees	As per agreement.
Sport Instruction Registration (City business tax receipt required)	\$500 annually for first year/ member (plus permit fees), \$400 concurrent renewal (\$100 late fee) \$300 each additional Instructor
Group Fitness Instructor Registration (City business tax receipt required)	Individual: \$1,000 year one, \$850 concurrent renewal (\$150 late fee) Organization: \$1,250 first instructor, \$1,000 concurrent renewal (\$250 late fee), \$250 each additional instructor
Non-Peak Use/Promotional/Marketing Programs & Affiliated Groups	10%-50% discount
Public Assembly Permit Application plus facility & staff charges; non- refundable	\$50R/\$100NR N/C for Recognized Providers
Camps, Training, Clinics, or similar activity when revenue based and/or registration fees are charged. Does not include staffing and prep.	Three times the applicable facility rate.

Aquatic Facilities

Aquatic Entry Fee – All Persons Entering the Pool (11 months and under-Free)	\$7.48R/\$12.1515NR \$3.50R/\$7NR Lap Swimming Only Each Entry \$108R/\$135NR 3-month lap pass
Main Pool & Splash Zone Season Pass	\$98R/\$158NR
Pool Cabana Rental (in addition to admission)	Full Day \$40R/\$8080NR
Camp Reservation with Corral 2 hour minimum/maximum	\$50 R Business/ \$100 NR Business
Training Lanes per lane two hours (4-hr max per day,), does not include staffing.	\$50R/\$100NR
Pool Corral Rental 2-hours includes up to 15 admissions	Small \$200R/\$260NR Large \$300 R/ \$390 NR
Private Rental Splash: 2-hours for up to 50 people Main: 2-hours for up to 100 people	Splash Playground: \$400R/\$520NR Main Pool: \$600R/\$780NR

Indoor Facilities

All Indoor rentals: Hourly rate is charged for the duration of occupancy of the room, not based solely on event time.

BRCC Gymnasium Practice/Game	\$50R/\$65NR
BRCC Gymnasium Tournament/Event 10-hours	\$1,000R/\$1,300NR
Tennis & Pickleball Center	Field View Room: \$44R/\$5656NR Large Room: \$165R/\$207NR Plus set up and staffing
Burns Road Community Center – 2 hour minimum, plus staffing and set up/cleaning fees Studio/Kids Corner per hour Banyan Room/Garden Room per hour Palm Room per hour	\$35 R/\$55 NR \$60 R/ \$80 NR \$105 R/ \$125 NR
Lakeside Center per hour/2-hour minimum, plus staffing and set up/cleaning	\$195 R/\$215 NR

Outdoor Facilities

Small Park Pavilion (daily sunrise to sunset)	\$45R/\$90NR Weekdays \$64R/\$128NR Weekends and Holidays
Large Park Pavilion (daily rental sunrise to sunset, staffing and other fees might apply depending on event)	\$500R/\$600NR600NR \$50 for each hour after sunset
GDP Pavilions (4 hours)	#2 - \$100R/\$120NR #3 & #4 - \$60R/\$72NR #5 & #6 - \$75R/\$90NR
Veterans Plaza Amphitheater 4-hours	\$750R/\$1,500NR \$100 each additional hour
Skate Park	\$100R/\$130NR
Public Assembly/Event Permitting for Public Property per day (does not include staffing and other fees)	\$800R/\$1,000NR
Single Outdoor Basketball Court	\$10R/\$13NR
Single Outdoor Tennis/Pickleball Court (excludes PBG Tennis and Pickleball Center)	\$10R/\$13NR
Multi-Purpose Field, No Prep	\$56R/\$73NR GDP & RAC: \$80R/\$96NR96NR
Baseball/Softball Field, No Prep	\$40R/\$52NR52
Baseball/Softball Showcase Field No Prep	\$75R/\$98NR
Field Prep per field	\$40 ball field including drag & chalk \$125 multi-purpose field including anchoring equip/painting \$50 multi-purpose field reline
Miracle League Artificial Turf Field	\$75R/\$98NR
Light Fee per field/court	\$25
Covered Mound or Cage	\$20R/\$26NR
Open Air Batting Cage	\$5R/\$7NR
Organized Tournament Daily fee includes light fee; does not include staffing/prep and/or other fees determined applicable	\$350 per multi-purpose field \$550 GDP/RAC per multipurpose field \$250 per baseball/softball field \$525 per showcase field
Concession Stand Use	\$250/event up to 3 days \$50/day exceeding 3 days \$100 cleaning fee \$250 damage deposit

Vendors w/Park Permit	\$10 per permit
Vendor Registration	\$15 per/\$25 up to 4 day event/\$50 annual

City of Boca Raton Athletic Field and Facility Information

Field Permit

The fees below will be charged for issuing a permit for any adult group (and in certain circumstances, youth groups) requesting usage of a Recreation Services Department operated field/facility.

Policies

1. Fields are closed M-F from 7:00am - 2:30pm to allow staff to perform field maintenance.
2. Fields are available to the public for open play, on a first come first serve basis, (permit not needed) UNLESS:
 - o exclusive use desired
 - o field area is closed for maintenance
 - o field area is closed due to wet conditions
 - o field area is permitted to another user
 - o usage after dusk
 - o use entails instruction/teaching, drills or training aids such as cones, flags, ladders, ropes, etc.
 - o officials and/or uniforms used
 - o if 12 or more users are on the field
3. Instruction/teaching is prohibited unless a permit is obtained or entity has City approval.
4. Organized play (uniforms, official, etc.) not affiliated with Recreation Services Department (RSD) users, shall require a permit, RSD approved insurance and a signed Indemnification/Hold Harmless form.
5. No person shall engage in any commercial activity for compensation, within the limits of any Parks & Recreation area, unless acting by and under the authority of the City, as per City of Boca Raton Municipal Code, Chapter 11, Article III, Sec. 11-64.
6. Fields are to be used per their design and intended purpose. Activities deemed dangerous, improper or that violate the designated/intended use of the facility (for example but not limited to, motorized toy cars, rocket launching, golf, etc.) are prohibited.
7. Failure to comply with Recreation Services Department and/or City policies will result in removal from facility.

8. For games, leagues, tournaments, multiple or continuous usage, residency status will be determined by submitted roster, with residency being based on 66% of the group being residents.
9. Refunds will be made for permits cancelled by the Athletics Department due to inclement weather causing field closure.
10. Adult sports groups shall pay for field lining, if the lining does not already exist.
11. General Public permits: up to two uses per month, per household, permit will be based on single person residency status.
12. For additional information or to obtain a permit, call **561-393-7826**.

Field Rental Fees: (Rental Fees Include Tax)

Facility	Resident (per hour)	Non-Res. (per hour)
Baseball / Softball Field	\$30	\$167
Soccer / Football Field	\$35.75	\$197
Inline Hockey Rink	\$40.25	\$241.50
Basketball Courts (Outdoors)	\$20.25	\$113.25
Volleyball Courts (Outdoors)	\$20.25	\$113.25
Batting Cage	\$20.25	\$113.25

Field rental fees for Residents and Non-Residents. *** For out of state schools, a \$253.00 permit fee will be charged in addition to non-resident fees to cover long distance calls, faxes and staff time associated with collecting insurance.

Miscellaneous Additional Services:

Fees for additional services	
Service	Fee
Drag and line Baseball / Softball field	\$48
Repaint existing Soccer / Flag Football / Rugby field	\$130
Repaint existing Tackle Football field	\$177
Initial field layout - limited availability	Fee based on staff and material costs plus 10% administrative fee



CITY OF PARKLAND
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Effective January 25, 2024

I. Recitals

All recitals set forth in Resolution No. 2024-008 are true and correct and are deemed to be restated herein.

II. Purpose

The purpose of this Sports Policy is to establish guidelines, procedures and the administration of all sports activities within the City and the use of the City's Facilities for: the residents of the City, those Sports Organizations recognized by the City and any and all other organizations and/or persons. This Sports Policy sets forth the procedures that residents, non-residents and Sports Organizations shall follow. It also sets forth procedures and guidelines for communicating with the City and, with respect to Sports Organizations, the administration of their respective programs. The Parks & Recreation Advisory Board, working with the Parks & Recreation Director and/or their respective designees and with approval of the City Commission will administer and enforce all provisions set forth in this Sports

Policy. The City believes that recreational sports programs, which allow everyone regardless of skill level, to participate, has priority over all other programs. The Parks & Recreation Director or his or her designee will respond to any inquiries pertaining to the Sports Policy and shall, when appropriate, clarify any provisions set forth herein. It is the policy of the City that Sports Organizations, recognized by the City, serving the children of our City and those non-resident children, be given priority of use of Facilities for play by those respective Sports Organizations. Additionally, if there is no scheduling conflict with any Sports Organization, other groups or individuals who have secured a Permit (as such term is hereinafter defined), City facilities may be used, subject to the terms set forth herein, by public or private schools located within the City. It is also the policy of the City that each Sports Organization promotes the teaching of sport



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fundamentals and stresses the concept of good sportsmanship and fair play in order to ensure an enjoyable experience for all participants.

III. RECOGNIZED SPORTS Organizations

The City will recognize one Sports Organization for each particular sport to deliver services for that sport to City residents and non-residents. The City will not recognize nor permit the use of any Facility by any organized group (an organized group shall be defined as a group/team of individuals that competes with another group/team) that is attempting to provide services for a sport that has an existing recognized Sports Organization.

Recognized Sports Organizations shall be defined as either:

(A) Special Needs; (B) Recreational; (C) Travel

(A) A Special Needs program shall be defined as a program that is designed specifically for participants with special needs, such as physically or developmentally challenged participants.

(B) A Recreational program shall be defined as a program that: (1) is open to all age-appropriate participants, who are residents of the City of Parkland, regardless of skill level; (2) requires mandatory play for each participant in each game or event without exception; (3) makes no distinction between skill levels within defined age groups, unless expressly allowed for by the rules of an organization with which the Recreation program is affiliated, such as Little League; (4) allows for all Parkland participants to play with others equally; (5) has a minimum of ninety percent (90%) Parkland residents as participants in the entire Recreation program (for Recreation Programs that have less than 200 participants, the minimum of eighty-five percent (85%) Parkland residents will be required); (6) relies upon the Recreation program's board of directors to determine and set team rosters (full rosters including names and proof of residency must be provided to the Parks &



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Recreation Director or his or her designee); (7) is not engaged in inter-city league play and plays all games on venues physically located within the City of Parkland, unless (i) expressly allowed for by the rules of a recreation sport organization with which the program is affiliated, such as Little League, or (ii) when Parkland resident enrollment is insufficient to support intra-city league play for a particular age-appropriate group operating in the Recreation program and competing in a corresponding age-appropriate group league. If intra-city play falls below 50% the league shall then be classified a Travel Program.

(C) A Travel program shall be defined as an elite competitive program that holds tryouts and/or designates teams by ability. In addition, any program that maintains less than ninety (90%) Parkland residents shall be defined as a travel program. Each travel program is required to have at least fifty percent (50%) Parkland residents.

Any program that maintains less than ninety (90%) Parkland residents shall be defined as a travel program. Any program that does not meet any one of the seven requirements enumerated for a Recreation program shall be a Travel program.

The following Sports Organizations are recognized as the sole organization to deliver the services for that sport:

SPORT	GROUP
1. RECREATION BASEBALL February – July/September - December	Parkland Little League 5 to 18 years of age
2. TRAVEL BASEBALL Year Round	Parkland Traveling Baseball Club (Pokers) 9 to 16 years of age
3. RECREATION BASKETBALL December – March	Parkland Basketball Club 7 to 17 years of age



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4. TACKLE FOOTBALL August – December	Parkland Rangers 6 to 15 years of age
5. RECREATION FLAG FOOTBALL August – November	Parkland Flag Football League 5 to 15 years of age
6. RECREATION SOCCER October – February	Parkland Soccer Club 4 to 17 years of Age
7. TRAVEL SOCCER Year Round	Parkland Travel Soccer Club 8 to 17 years of age
8. RECREATION LACROSSE January - May	Parkland Redhawks 5 to 16 years of age
9. TRAVEL LACROSSE Year Round	Girly Lax 8 to 17 years of age
10. SOFTBALL (RECREATION/TRAVEL) Year Round	Parkland Youth Softball Association 5 to 17 years of age
11. SPECIAL NEEDS SPORTS Year Round	Parkland Buddy Sports 5 years of age to adult

Any new sport, which is not recognized by the City as hereinbefore set forth, must adhere to the following procedure: (1) submit a proposal to the Parks & Recreation Director or his or her designee at least three months prior to the start of any planned activity; (2) upon review and determining the sport would be in the best interest of the City and the current facilities can accommodate the new sports program regardless of recreational or travel designation, the Parks & Recreation Director or his or her designee will place the item on the next available Parks and Recreation Advisory Board meeting agenda for review and discussion; (4) the Parks & Recreation Director or his or her designee will make the final determination if the sport satisfies any and all other requirements of the City before organizing and offering services to City residents and being permitted to use City Facilities. Any such use of City Facilities is subject to its availability.



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The City reserves the right to withdraw its recognition of a previously recognized Sports Organization and its right to use City Facilities if it determines, after due deliberation and at a Parks and Recreation Advisory Board meeting, that the previously recognized Sports Organization is not in conformity with this Sports Policy (including but not limited to the inability to provide required documentation, providing fraudulent and/or misleading information as it pertains to financial gains, or being in continuous violation of Parkland Residency percentages). In such event, the City shall have the right to recognize such other Sports Organizations seeking to deliver the services for that sport and which is in conformity with the provisions of this Sports Policy. The Parks & Recreation Director or his or her designee shall have the right to immediately suspend the use of Facilities by any Sports Organization, if the Parks & Recreation Director or his or her designee determines that the health, safety and/or welfare of its residents so requires such suspension. All Recognized Sports Organizations must maintain a minimum of fifty percent (50%) residents or shall be subject to field rental fees as set forth in a fee schedule as approved by the City Commission.

IV. By-Laws and Operation of Sports Organizations

Each recognized Sports Organization shall be constituted in the manner as hereinafter set forth, and shall be governed as follows:

- (1) It shall be organized as a Florida not for Profit Corporation;
- (2) Each of the Sports Organizations shall elect a board of directors (hereinafter referred to as the “Board”). At least 75% of the Board shall be residents of the City. The board members of each Sports Organization shall then elect a President, at least one Vice President (although there may be more than one Vice President), a Secretary and a Treasurer (collectively referred to as the “officers”). The President of each Board must be a resident of the City. Should an acting President



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of a Sports Organization, whom has served as President for two or more years, move outside of the city limits while serving a term, that individual shall be eligible to be reelected, and to continue to serve as President, as long as there is no break in their term. Should an individual fail to be reelected during the election immediately following notification to their Board and the City of their non-resident status, they will no longer be eligible to serve as President. The term of office shall be one year. At the end of the term, new elections will take place. There is no limit to the number of terms that an officer may serve. Notice of such election shall be given to the board members, all program participants and the Parks & Recreation Director or his or her designee at least 30 days prior to the election. The results of each election shall be given to the Parks & Recreation Director or his or her designee within a reasonable time following the election but not longer than seven calendar days following the election. Information should include a contact list of all board members including: address, e-mail address, and phone number;

(3) Each of the not for profit corporation Sports Organizations shall draft by laws governing their operation. These by laws shall not be inconsistent with any term set forth in this Sports Policy. Each Sports Organization shall deliver a copy of it's by laws to the Parks & Recreation Director or his or her designee (as part of the mandatory required documents);

(4) Meetings of the Board of each Sports Organization shall make their best efforts to occur at least once per month while the sports organization is engaged in in-season play and quarterly during the sports organizations off-season, with notice given so that any member of the general public shall be permitted to attend. In this regard, each of the Sports Organizations is requested to hold their board meetings at a City building or other City Facility if available, and are prohibited from holding meetings in a private residence. All meetings must be open to the public. Minutes of each meeting shall be taken with a copy of said minutes being delivered to the Parks & Recreation Director or his



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or her designee within five (5) business days upon request;

(5) Each Sports Organization shall appoint one officer to act as the liaison (hereinafter referred to as the “Liaison”) with the Parks & Recreation Director or his or her designee and all communications between the Sports Organization and the City shall be between said Liaison and the Parks & Recreation Director or his or her designee;

(6) All funds received and spent by each Sports Organization shall be recorded and accounted for. The Treasurer of each Sports Organization shall present a financial statement to its Board and members of the general public at each meeting of the Sports Organization and shall furnish a copy of its financial statement that includes a copy of Form 990 to the City within five (5) business days upon request;

(7) Each Sports Organization shall establish registration dates (hereinafter referred to as the “Registration”) for their respective sport. The dates must be advertised sufficiently in advance of the Registration to give the public notice of the Registration. Registration may not occur in a private residence or business and must be open to the public. Each Sports Organization’s Liaison shall communicate with the Parks & Recreation Director or his or her designee sufficiently in advance so that the City may provide a public space to hold the Registration if available;

(8) Each Sports Organization shall be responsible for establishing registration fees for participation in the sport. If requested by the City, each Sports Organization shall supply a justification for the Registration fee and the manner in which the fees shall be utilized;

(9) Each Sports Organization is responsible for submitting all required documents as listed in Appendix A prior to the scheduling of the season;

(10) Each Sports Organization shall execute and deliver to the Parks & Recreation Director or his or her designee the Agreement Letter, Appendix B;



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- (11) Each Sports Organization must establish guidelines and criteria for the selection of coaches and officials for athletic teams. Each coach must sign the required Coach's agreement, Appendix C;
- (12) Each Sports Organization shall conduct meetings, clinics, and seminars to train coaches in each respective sport;
- (13) Each Sports Organization shall strive to attract quality sports officials through in-house training or by contracting with outside qualified organizations;
- (14) Each sports organization shall require all coaches to obtain a coach's card from the City (no cost to league). All coaches must have the Coach's Card or photo of the Coach's Card on them at all times and must provide the card to any City employee upon request. Failure to provide the Coach's Card will result in a reprimand to the affiliated league board;
- (15) Each Sports Organization must supply to the City a certificate of liability insurance coverage as set forth in Section IX herein as a prerequisite to being granted a Permit to use a Facility or Facilities;
- (16) Each Sports Organization shall submit game and practice schedules to the Parks & Recreation Director or his or her designee a minimum of three (3) weeks prior to the start of the season as well as team rosters including coaches, managers and players;
- (17) Priority of player attendance shall be as follows: When the schedules of Sports Organizations overlap, players shall be expected to attend games as opposed to another Sports Organization's practices and similarly, playoff games shall take precedence over regular season games;
- (18) Each Recreational Sports Organization must use their best efforts to provide a program comprised of and for the benefit of children with special needs, unless that program is offered by a separate special needs sports organization;
- (19) Each Sports Organization must include anti-bullying information as provided by the City as part of participant registration;



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(20) Each Sports Organization must include anti-steroid information as part of participant registration.

V. FACILITIES

The City will assign each Sports Organization to a Facility or Facilities for each Sports Organization's activities. Prior to any such assignment, the City shall consult with each Sports Organization so that the Sports Organization may have an opportunity to communicate its needs with the City. Recreational sports programs have priority over which specific fields they wish to play on. However, the right to assign or change the assignment of a Facility or Facilities shall be the sole right of the City. The City, shall maintain the following Facilities for the activities of each Sports Organization:

TERRAMAR PARK

PINE TRAILS PARK

(a) Priority of Facility use shall be as follows:

1. Recognized Recreational Sports Programs and Special Needs Programs. First priority of field use shall be given to recognized recreational sports programs and special needs programs. If there is a schedule conflict for recreational or special needs programs, the Sports Organization whose season schedule preceded the season schedule of the other Sports Organization will have priority.
2. Recognized Travel Programs. Recognized travel programs shall have priority of field use after recognized recreational sports programs and special needs programs. Travel programs shall not infringe upon the schedules of recognized recreation programs regardless of the



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travel programs start date.

3. Field Permit Holders. For profit programs, resident short-term permit holders, and field permit holders for groups in excess of 6 may be scheduled following travel programs.
4. Approved Trainers. Approved trainers for groups of 6 or less may use the field after recognized recreational sports programs and special needs programs, recognized travel programs and Field permit holders.

(b) Maintenance of Facilities:

The City will maintain fields and courts for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, removal of water and all other areas of maintenance for fields and courts to enable the use of the Facility. Sports Organizations are precluded from performing any maintenance work on any Facility. The City, at anytime, and in its sole discretion may cancel, postpone, or delay any Sports Organization event due to inclement weather or any other factors, which may affect the safety of the athletic participants. The City shall maintain a field condition hotline (hereinafter referred to as the “hotline”) which is a phone number that Sports Organizations and the general public may call to ascertain whether a Facility shall be available for use. This hotline shall play a current recorded message indicating that Facilities are either open or closed for use. In addition, any Facility will be immediately closed in the event that lightning detection alarms are sounded in which event, the participants and spectators of any Sports Organization and/or the general public shall immediately and safely leave the field and/or court and seek shelter. The striping of fields will only be done for games, not for practice. The general public or group of individuals wishing to use a Facility may do so if the Facility is available. Sports equipment on each field will be limited to that recreational or travel sport which is currently in season, unless approved through the Parks & Recreation Director or his or her designee. However,



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any exclusive use by a group of individuals may only be effectuated if a Facility is not being used by a Sports Organization and if the group of individuals has obtained a Permit from the City as hereinafter set forth. Use of facilities by for profit organizations and/or groups requires a Professional Services Agreement.

VI. FACILITY PERMIT PROCEDURES

A. General Information

A Facility Permit is a document issued by the City granting the exclusive right of use of a particular Facility or Facilities. Exclusive use of one or more City Facilities may only be effectuated by applying for and receiving a Permit from the City. All City Sports Organizations must apply for a Permit or Permits for their respective activities. An application for one or more Permits shall be made to the Parks & Recreation Director or his or her designee. An applicant for a Permit must be a resident of the City or an approved trainer as defined in Section XIII below. Use of a Facility (for which an application for a Permit has been made) shall be reserved to the applicant, Sports Organization, and their group members or invited guests. An application for a Permit by a Sports Organization must be made a minimum of thirty (30) days prior to intended use of a Facility or Facilities. Any Sports Organization, other group of individuals and/or the general public must secure a Permit prior to use of a Facility if they wish to have an exclusive use of said Facility. Use of City Facilities, for which a Permit has not been issued shall be on a first-come, first-serve basis as long as the group is not a scholastic organization, recreation or travel team, for profit organization, not recognized as an approved trainer or a group in excess of six (6) individuals. If a group is not a scholastic, for profit, recreational or travel team and consists solely of participants under the age of eighteen (18), the group does not require a permit. Any group that has a Permit for a facility can,



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upon arrival at the Facility, ask any group which does not have a Permit to vacate the area. The Parks & Recreation Director or his or her designee shall have the authority to resolve any conflict concerning the right to use a Facility and the Broward Sheriff's Office shall have concurrent authority.

B. Permit Types

1) Long Term Permit: A Long Term Permit is granted to a Sports Organization (as hereinbefore defined) that wishes to use a Facility three (3) or more times for games or practice within a given season. If a Sports Organization is in compliance with the terms of this Sports Policy, the Parks & Recreation Director or his or her designee will issue the Permit. A Long Term Permit will not be issued earlier than sixty (60) days prior to the starting date for the sport or activity. Any cancellation by the Sports Organization of a Long Term Permit must be made at least one week prior to the date that the Permit goes into effect. A permitted user follow-up report will be issued to any Sports Organization that: does not use the facility when it is scheduled and/or abuses a Facility, (i.e. leaves excessive garbage or damages or destroys the Facility or property at the Facility). If any Sports Organization receives three (3) such reports during their Permit period, the City reserves the right to cancel the Permit and stop the activity. The City has the right, at any time, to revoke or alter any Permit in order to serve the needs of the public.

2) Short Term Permits: In order to secure a Short Term Permit, the individuals must be Parkland resident. . A Short Term Permit may be granted for a maximum of three dates at a time with no more than one (1) date per week. Any applicable fees for short term permits shall be determined by the City of Parkland Fee Schedule and must be paid at the time the reservation is made. Any requests for a Short Term Permit must be made at least four (4) days prior to use of the Facility. The Parkland resident applying for the Short Term shall be the contact person and shall sign the



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Permit and be responsible for the Facility being used. Cancellation of a Short Term Permit must be made at least twenty-four (24) hours prior to the scheduled time for use. Short Term Permits may be canceled or altered by the City at any time if the public need or the need of the City so requires. An individual may renew their active permit no more than fourteen (14) days prior and no less than four (4) days from its termination date.

VII. SEASON PLAYING DATES AND PRACTICE

The City will coordinate the practice and game dates with each of the Sports Organizations. In this regard, the City shall quarterly schedule a meeting of representatives from each of the Recreational Sports Organizations to set specific dates and Facility assignments for their respective seasons including any requested post season requirements (i.e. All Star games and practices). It is the philosophy of the City that each child shall be given the opportunity to participate in as many sports as they choose. Accordingly, each of the Sports Organizations shall refrain from taking any action that would prevent a child from such participation where possible.

VIII. PARTICIPANT ACTIVITY FEES (REGISTRATION)

Each Sports Organization shall set registration fees for its Participants. Recreational programs, as defined in Section III (B) with 200 or more program participants, must pay the City a User Fee per participant listed on roster in the amount adopted in the current fiscal year Fee Schedule. Such payment is due to the City within thirty (30) days after the start of the season. Travel programs, as defined in Section III (C), must pay the City a User Fee per team in the amount adopted in the current Fee Schedule. Such payment is due to the City October 1st and February 1st. All non-resident participants must pay an additional non-resident sports fee at the time of registration per



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sport per year in an amount set by the City of Parkland. One hundred percent (100%) of this non-resident sports fee collected by each Sport Organization will be payable to the City of Parkland at the time rosters are due. All participants shall provide two (2) proofs of residency to each Sports Organization prior to being permitted to participate in any practice and/or game.

Acceptable forms of identification include; driver's license, utility bill, phone bill, voter's registration card or cable bill. Each Sports Organization shall be responsible to ensure no non-resident is able to participate without the purchase of a non-resident sports card from the City. Participants in the Parkland Buddy Sports Program are exempt from the non-resident fee and User Fee.

IX. INSURANCE

It is the responsibility of each Sports Organization to provide Accident Insurance to all its participants. The fee for this insurance can be levied separately or can be incorporated into the Registration Fee. It is also mandatory for each Sports Organization to submit to the Parks & Recreation Director or his or her designee, a certificate of liability insurance coverage containing limits required by the City and naming the City as an additional insured.

X. LAW ENFORCEMENT IN CITY PARKS

All persons entering any City park or parcel must comply with the City's Park Ordinance. If a person is in violation of the Park Ordinance, they may be subject to removal by any uniformed law officer of the City of Parkland.



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XI. MANDATORY CRIMINAL BACKGROUNDS CHECKS

All City Recognized Sports Organizations are required to complete mandatory criminal background checks pursuant to Ordinance 2008-24.

XII. FOR-PROFIT PROGRAMS/ TOURNAMENTS/ SHOWCASES/ CLINICS PERMIT

All for-profit programs, tournaments, showcases, and/or clinics must be approved and managed by the City of Parkland (“City”) Parks and Recreation Department. This also pertains to any programs, tournaments, showcases, and/or clinics that a City recognized Recreation League or Travel League wishes to conduct outside of its regularly scheduled season or which will be an additional cost to its players. These programs, tournaments, showcases, and/or clinics will be considered with the following provided:

1. All participants register through the City.
2. Professional Services Agreement must be signed.
3. Revenue will be split 75/25. Seventy- five percent (75%) of revenue will be issued to the event providers and twenty-five percent (25%) will be kept by the City.
 - a. This section may be subject to change under the discretion of the Parks & Recreation Director or his or her designee and deemed a Special Event.
 - b. All organizations wanting to host a for-profit program, tournament, showcase, and/or clinic will need to apply for a Special Event Permit. and remit all associated fees that apply
4. All coaches must be background checked through the City.
5. Proper insurance, with the City listed as additionally insured, must be provided.



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XIII. APPROVED TRAINER REQUIREMENTS

All individuals looking to help develop youth/adults through training must be approved by the Parks and Recreation Director or his or her designee on an annual basis following the below requirements.

1. Complete an application for review. The application will include name, address, contact information, type of training, amount of time requested to use City facilities and list of equipment used for training. City has the right to deny equipment listed to avoid damage to City facilities.
2. Complete a mandatory criminal background check following the same process and clearance as required for Recognized Sports Organization pursuant to Ordinance 2008-24. Fees for background screening must be paid by the applicant/trainer.
3. Upon completion of a successful background clearance, the applicant/trainer will pay an annual training fee in an amount adopted by the current fiscal year Fee Schedule and execute a Training Services Agreement, which shall provide for the applicant/trainer to provide insurance naming the City as an additional insured, with such coverage and minimum amounts approved by the City. The City does not guarantee availability of facilities. Priority of use will be followed as per Section V(a) above.
4. A City Approved Trainer identification card will be issued and must be available to present to City staff while providing services at City facilities.
5. Any training for groups of more than six (6) will require a field permit.
6. A roster of all participants/clients (to include name, address, and city) must be submitted to the City Parks and Recreation Director or his or her designee every four (4) months and must have a minimum of 85% Parkland residents.



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The Parks and Recreation Director or his or her designee may approve, approve with conditions, deny or revoke any applicant/trainer. The Parks and Recreation Director or his or her designee may deny an applicant/trainer that does not comply with these requirements or is requesting to provide a service that is in conflict with an exclusive agreement executed by the City. The Parks and Recreation Director may revoke a previously approved applicant/trainer if it has provided false information on their application or does not comply with this Sports Policy and the City's other requirements applicable to the applicant/trainer or facility.

City of Parkland Field Rentals

Field Availability

All athletic fields are reserved for use by City of Parkland recognized sports leagues. No organized program or team is permitted to utilize city facilities for training, lessons, coaching, practice or games other than the City Recognized Sports Leagues. Groups with more than six (6) individuals are required to secure a permit to utilize an athletic field unless under the age of eighteen (18). A Short Term Permit may be granted for a maximum of three dates at a time with no more than one (1) date per week. Permit holder must be a Parkland resident.

Permits

In order to secure a Short-Term Permit, the individual applying for the Short-Term Permit must be a Parkland resident. A Short-Term Permit may be granted for a maximum of three dates at a time. Any applicable fees for short term permits shall be determined by the City of Parkland Fee Schedule and must be paid at the time the reservation is made. The organization must be non-profit, non-sectarian, non-political and cannot be a City of Parkland Sports Organization or any other sports organization. Any requests for a Short-Term Permit must be made at least four (4) days prior to use of the Facility. The Parkland resident applying for the Short Term shall be the contact person and shall sign the permit and be responsible for the Facility being used. Cancellation of a Short-Term Permit must be made at least twenty-four (24) hours prior to the scheduled time for use. Short Term Permits may be canceled or altered by the city at any time if the public need or the need of the city so requires. An individual or group may renew their active permit no more than fourteen (14) days prior and no less than four (4) days from its termination date. Short term permits are available at a cost of \$32.10/hr plus \$15.00/hr for field lighting.

All credit card transactions will be charged a 3% convenience fee.

For questions or to make a reservation, please contact the Parkland Tennis Center at 954.757.1910.'

Sports Fees

Non-Resident Sports Fee	\$100.00 per player, per sport, per year
Recreation Program User Fee	\$5.00 per player, per sport, per season
Travel Sports User Fees	\$150.00 per team, two (2) times per year
Trainer Fee	\$250.00 per year

Facility Rentals

Note: All facility rentals are subject to 7% State sales tax

Athletic Fields	
Short Term Permit Fee (Residents Only)	\$30.00 per hour
Multi-purpose Field Lining	\$200.00 per field
Baseball/Softball Drag and Reline	\$50.00 per field
Basketball Courts	\$20.00 per hour
Tennis Courts	\$20.00 per hour
Field Lighting Fee	\$15.00 per hour

Sports Special Events Permits

Tournament Fee (Non-Profit)	Application Fee \$500.00
Tournament Fee (For Profit)	To be determined by City