



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, DECEMBER 16, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

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

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

Order of Business for Quasi-Judicial Hearings:

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

PRESENTATION

1. Jupiter Fire Rescue Department (JFRD) Update.

CITIZEN COMMENTS

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

MINUTES

2. December 2, 2025, Town Council Meeting Minutes.

CONSENT AGENDA

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

PUBLIC HEARING

3. **Ordinance 17-25, Second Reading** - Zoning Text Amendment to create Recreation Zoning District.
4. **Ordinance 20-25, First Reading, Quasi-Judicial** - 100 & 102 N Coastal Way - Rezoning. (Second Reading 1/20/2026)

PUBLIC BUSINESS

5. Approving a Purchase of Self-Contained Breathing Apparatuses (SCBA), Accessories, and Required Maintenance and Testing Tools for JFRD Emergency Apparatus from Ten-8 Fire & Safety LLC in the amount of \$507,312.67, Piggybacking on the Lake County Contract.
6. **Resolution 134-25**, Approving the Dedication of Perpetual Easement to Florida Power and Light Company at the Public Works Maintenance Facility.

REGULAR AGENDA

PUBLIC HEARING

7. **Resolution 121-25, Quasi-Judicial** – Abacoa Temporary Fire Station – Special Exception and Site Plan amendment applications.

PUBLIC BUSINESS

8. **Resolution 104-25**, Approving a contract to Lawrence Lee Construction Services, Inc. for Deep Injection Well (DIW) Phase II Improvements (W2313F) for an amount of \$8,769,000.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings:

Tuesday, January 6, 2026, 7:00 p.m. — Town Council Chambers.

Tuesday, January 20, 2026, 7:00 p.m. — Town Council Chambers.

Section 2-64: Decorum, disturbing meeting:

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

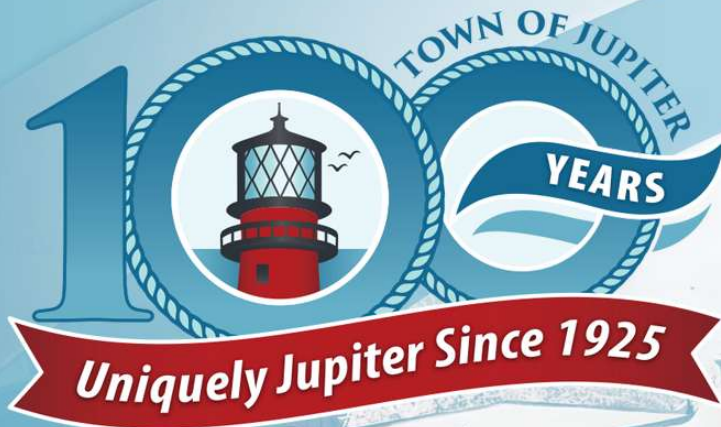
Notices:

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

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

*Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, F.S.

**Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.*



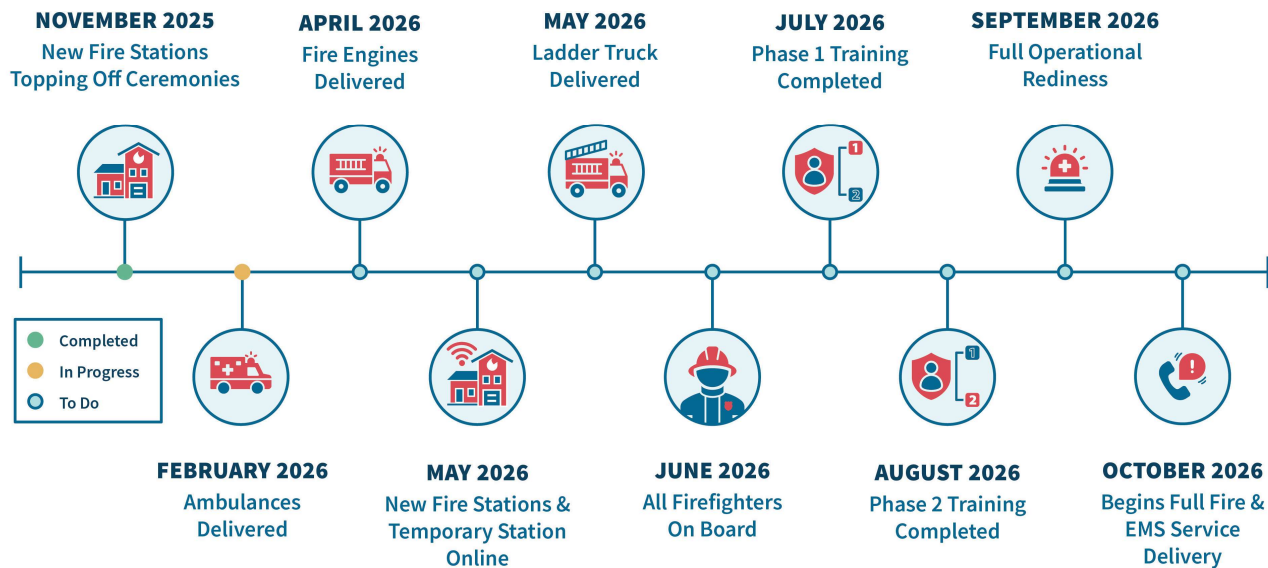
TOWN OF JUPITER

Fire Rescue Update

December 16, 2025



JFRD Implementation Timeline



Jupiter Fire Rescue Update

- Tonight's update will include:
 - Self-Contained Breathing Apparatus (SCBA)
 - Recruiting and Hiring
 - Abacoa Temporary Fire Station



12/16/2025

Fire Rescue Update

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Self-Contained Breathing Apparatus

- 38 MSA G1 XR Edition Self-Contained Breathing Apparatus (SCBA)
- 38 Air Bottles
- 98 Face Pieces
- 4 Rapid Intervention Team Packs
- Fit Testing System



12/16/2025

Fire Rescue Update

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Recruiting and Hiring Update

- Hiring of 12 Captains and 12 Lieutenants
 - Advertised on December 15, 2025.
 - Anticipated start date of May 11, 2026.
- Hiring of 12 Driver Engineers.
 - Advertising to begin on December 29, 2025.
 - Anticipated start date of May 11, 2026.



12/16/2025

Fire Rescue Update

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Temporary Fire Station



12/16/2025

Fire Rescue Update

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



12/16/2025

Fire Rescue Update

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**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, DECEMBER 2, 2025**

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

Roll Call: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Phyllis Choy; Councilor Dan Guisinger; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Merriane Lahmeur.

PRESENTATION

1. Centennial Art and Poetry Contest Winners Presentation.

Ms. Stephanie Thoburn, Assistant Planning and Zoning Director, extended an invitation to the upcoming centennial events that the Planning and Zoning Department would be hosting and introduced Mr. Thatcher Hart, Senior Planner and Historic Resource Board Liaison, to present the contest winners.

Mr. Hart explained the prompt that had been provided to students, the submission requirements, and the committee that judged the entries. He stated that the submissions were broken down into four divisions based on grade level.

Mr. Hart and Ms. Kim Ryan, Vice President of The Loxahatchee Guild, recognized the Centennial Art and Poetry Contest winners:

Division 1 – Kindergarten, 1st Grade, and 2nd Grade: Oliver Qi

Division 2 – 3rd Grade, 4th Grade, and 5th Grade: Shiven Solanki; Ethan Tagle

Division 3 – Middle School: Summer Hahner; Belleami Dickson; Peyton Lau

Division 4 – High School: Veronica Scheid; Preston Lau; Alice Lin

2. Anchored Vessels Update.

Interim Police Chief Hennessy provided an update on the derelict vessels removed in the past year which included Billy B on August 1, 2025, Obsession II and Last Fling on March 3, 2025. He also reported that there are currently 21 anchored vessels being monitored within Jupiter's jurisdiction.

He explained that members of the Marine Unit and Dive Team created Operation Barnacle Busters in September 2025 to inspect vessels means of propulsion. As part of this operation, the dive team goes under water to take photos of the propulsion systems. As of today, eighteen written warnings were issued in September 2025, and nine citations in October of 2025. Interim Police Chief

Hennessy also mentioned the Department would continue to conduct monthly and quarterly inspections.

Interim Police Chief Hennessy continued with an update on House Bill 481, which took effect on July 1, 2025. He explained that the bill allows municipalities and counties with populations of 1.5 million or more to adopt ordinances regulating overnight vessel anchoring. He stated that certain aspects of the statute remain unclear and additional clarification was needed from the State.

He also discussed House Bill 1149, scheduled to take effect on January 1, 2026. This bill establishes a state-level permit process administered by the Florida Fish and Wildlife Conservation Commission (FWC), allowing vessels to apply for and obtain long-term anchoring permits. He explained that the Town had no authority over permit issuance and all decisions would be made by FWC. Staff had been in ongoing communication with FWC, who was still developing the permit process and determining its details. Interim Police Chief Hennessy stated that the Police Department Staff would continue monitoring new and proposed legislation, including House Bills 481 and 1149.

Councilor Guisinger asked if there were people living on the boats and if they were Town of Jupiter residents. Interim Police Chief Hennessy stated that sometimes there were. He also asked if the nine citations issued in October had been corrected. Interim Police Chief Hennessy explained that yes, some of them had been corrected and some of the vessels had moved. Councilor Guisinger also asked if the vessels that applied for the long-term permit had to show operability. The Interim Police Chief said they did not.

Councilor Sundstrom expressed her appreciation for the hard work and dedication of Interim Police Chief Hennessy.

Councilor Choy asked how the citations or warnings are issued to the owners and if they were associated with any monetary fines. Interim Police Chief Hennessy noted that they are sent by certified mail and fines are issued by a magistrate process.

Vice-Mayor Delaney said he was appreciative of the hard work and asked if the nine vessels that were issued citations in October were due to the propulsion system or the whole haul. Interim Police Chief Hennessy explained that the citations were specifically tailored towards the propulsion system.

Vice-Mayor Delaney and Interim Police Chief Hennessy also discussed sail boats and the process used to monitor them.

Mayor Kuretski expressed this had been a strategic initiative for a number of years and he believed the Police Department had done a phenomenal job.

MINUTES

3. November 18, 2025, Town Council Meeting Minutes.

Councilor Choy moved to approve the November 18, 2025, Town Council Meeting Minutes; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

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- Mayor Kuretski pulled Items 4 and 12.
- Councilor Guisinger pulled Item 11.

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

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

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

PUBLIC BUSINESS

5. Approving an annual subscription for GIS Premium Support Services for \$54,700 with Environmental Systems Research Institute (ESRI).
6. Approval of a Work Order No. 2 of Contract EPW 2016-12A with Kimley-Horn and Associates, Inc. for design and engineering services for the Jupiter Community Park Field Replacement Project in the amount of \$65,436.55.
7. Approval of an 82-month Purchasing Agreement for Police Department In-Car Video Systems in the amount of \$1,477,697.84.
8. Approval of the Town's Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program for 2024/2025.
9. Approving a Land License Agreement to utilize Town-owned property on Cypress Drive for stormwater management purposes (S2342)
10. **Resolution 12-25**, Approving the Transfer and Acceptance of the Innovation Way Public Road Right of Way, Infrastructure, and Street Lighting Maintenance.

11. **Resolution 130-25**, Jupiter Narrows Conservation Alliance Resolution of Support.
MOVED TO REGULAR AGENDA
12. **Resolution 131-25**, Approving a Contract to FloridaTours.com, LLC, for a 1-year term with (4) 1 year renewals, for Youth Camp Transportation Services in an amount not to exceed \$171,000 annually. **MOVED TO REGULAR AGENDA**
13. **Resolution 132-25**, Approving a 5-Year Contract to Provide Firefighter Physical Exams with Helix Medical MECNB, LLC.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA **PUBLIC HEARING**

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

Ex Parte Communications:

- Councilor Sundstrom had spoken with Staff.
- Councilor Guisinger had visited the site.
- Mayor Kuretski had spoken with Staff.

Mayor Kuretski discussed an unintended consequence of shared parking, explaining that it was not an entitlement and sometimes became problematic when parking spaces in shopping centers were limited. He felt that parking spaces should be available to everyone, but that limitations on spaces were allowed under the Town Code. He noted that he was not inclined to approve shared parking with space limitations, and suggested an amendment to prohibit reserved spaces for specific tenants or spaces limited by time.

Vice-Mayor Delaney asked if the amendment would apply town-wide. Mayor Kuretski stated that it would not; it was specific to this project.

Councilor Sundstrom asked for examples. Mayor Kuretski said one example was located in a shopping plaza in the Abacoa/Military Trail area. He noted that uses change over time and did not necessarily require special parking spaces.

Vice-Mayor Delaney discussed the 15-minute parking signs that had been reserved for specific businesses.

Councilor Sundstrom noted that some post-COVID practices were still lingering and reiterated that this Resolution was specific to this project.

Mayor Kuretski stated that it was not necessary to change the Town Code. He said he supported shared parking and did not want to prohibit residents from parking. He discussed speaking with a proprietor who liked having assigned parking for their

clients. He noted that he did not recall the business requesting assigned parking and intended to bring the issue to Staff's attention.

Vice-Mayor Delaney asked if this practice was a carryover from COVID. Mayor Kuretski explained that it was not an outdoor eating area, but rather a change in use. Mayor Kuretski reiterated that he supported shared parking, but not the unintended consequences that could occur.

Councilor Choy asked how the Town would know when a landlord had leased assigned parking spaces to a tenant. Mayor Kuretski stated that Staff would need to monitor shared parking.

Councilor Sundstrom expressed support for evaluating such issues on a case-by-case basis.

Vice-Mayor Delaney moved to approve Resolution 99-25, as amended; seconded by Councilor Sundstrom; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Councilor Choy asked who monitored the lighting and what occurred when it failed. Mr. John Sickler, Director of Planning and Zoning, stated that the owner was required to conduct monthly inspections and report the results to the Town. He noted that there had been a persistent issue with the lighting, which was why a set standard and inspection process had been included.

11. Resolution 130-25, Jupiter Narrows Conservation Alliance Resolution of Support.

Councilor Guisinger offered an amendment to the Resolution to add support of naming the mangrove islands in honor of Andrew "Red" Harris.

Councilor Guisinger moved to approve Resolution 130-25, as amended; seconded by Councilor Sundstrom; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

12. Resolution 131-25, Approving a Contract to FloridaTours.com, LLC, for a 1-year term with (4) 1 year renewals, for Youth Camp Transportation Services in an amount not to exceed \$171,000 annually.

Mayor Kuretski explained that he had requested the item be pulled to review the history and expressed concerns about allowing four one-year renewals. He noted that since May, the low bidder had increased their price by 30%, consisting of a 13.5% increase due to an expanded scope and a 16.5% cost increase. He stated he was

confident the new Procurement Manager could help improve pricing, and said he preferred the opportunity to revisit the contract and assess market conditions after a year.

Councilor Guisinger asked what the benefit to seeing a one-year renewal in a multi-year renewal. Mayor Kuretski responded that it would help maintain competitive pricing.

Councilor Sundstrom asked staff to explain the purpose of the renewals. Mr. Mike Hoffman, Senior Director of Community Services, stated that the one-year renewal structure was included in case the vendor failed to meet service standards. Councilor Sundstrom noted that in the past, the concern had been more about vendor performance than cost.

Councilor Choy asked whether a requirement could be included to address one or the other. Mr. Hoffman confirmed that such requirements could be included and that performance was evaluated at various times throughout the year.

Vice-Mayor Delaney asked whether the contract could be terminated if a significant issue arose. Mr. Hoffman responded yes; it could be terminated.

Councilor Choy moved to approve Resolution 131-25, as amended; seconded by Councilor Sundstrom; motion passed

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

REGULAR AGENDA

PUBLIC BUSINESS

- 14. Resolution 86-25,** Approving a 20-year contract with Core & Main LP for Advanced Metering Infrastructure (W2325) including a 2-year implementation cost of \$13,825,768, and executing a 20-year software and network lease agreement with Sensus USA for an estimated annual cost of \$355,840, and amending the project budget.

Ms. Amanda Barnes, Director of Utilities presented a recommendation to award a contract for the Town's Advanced Metering Infrastructure (AMI) system replacement. Ms. Barnes reported that the Town's existing AMR system, installed in 2006, has reached the end of its useful life. Nearly half of the existing mechanical meters have failed in the last five years, with 450–500 monthly failures. Accuracy testing showed older small meters are under-registering by an average of 7.3%, resulting in an estimated \$1.3 million in unrecognized annual revenue. Ms. Barnes described the proposed Sensus AMI system, which provides daily usage data, customer leak alerts, and improved operational efficiency. The contract includes a two-year implementation agreement with Core & Main and a 20-year software and spectrum lease with Sensus USA.

Mr. Scott Reynolds, Finance Director reviewed proposal evaluations, financial modeling, and expected return on investment. Mr. Reynolds reported that staff negotiated approximately \$5.6 million in savings and that increased meter accuracy is projected to recover the system cost in approximately 11 years.

Ms. Barnes further presented on the proposed communication plan to customers, which included an outreach program to inform and educate customers regarding the implementation of the new system and how it will impact them. She also explained that the Sensus would be providing training to the Town Staff, but that Sensus would be responsible for the operation and maintenance of the software and network for the system. Ms. Barnes relayed additional benefits including the ability to use existing infrastructure, and the backup network the vendor provides due to the use of the vendor by neighboring utilities.

Councilor Guisinger requested clarification on meter antenna appearance, installation duration, customer notifications, base station maintenance responsibilities, remote shutoff functionality, and anticipated bill impacts. Staff and the vendor responded that antenna units will be low-profile, installations will average 10–15 minutes per site, and communication efforts will include mailers, door tags, website postings, emails, and social media. Estimated bill impacts for a typical user (10,000 gallons/month) are approximately \$2.08 due to improved accuracy.

Councilor Sundstrom inquired about two-way communications with the system. Ms. Barnes explained that there were Ally meters that have a feature that would allow the Town to remotely turn on and off the meter. Staff is not recommending full installation of those meters, due to cost, but they may be strategically placed in certain areas in the system.

Councilor Sundstrom noted that she was pleased to see there was a communication plan. She inquired about the 20-year agreement and whether that was typical for this type of system. Ms. Barnes confirmed that it was.

Vice-Mayor Delaney asked if the meters were considered smart meters, and Ms. Barnes confirmed they were. He noted that in the past there were concerns from customers regarding their water being shut off without notification. Ms. Barnes confirmed that no one would be shut off without proper notice.

Vice-Mayor Delaney next asked about the impact of debris and damage from lawn mowers impacting the antenna and signal. Ms. Barnes noted that there should not be an issue, unless it was completely buried. The vendor stated that the devices and cover are light traffic rated, and the company had no concerns with people driving over them. He noted that the devices are not frequently damaged. Vice-Mayor Delaney conveyed the importance of the devices being able to withstand lawn maintenance services.

Vice-Mayor Delaney inquired about how the new devices worked. The vendor explained briefly how the devices worked and how they used magmeter technology to read the speed of water.

Councilor Choy thanked Ms. Barnes and her Staff for their great work. Councilor Choy noted that it currently takes a lot of time and revenue for Staff to go out for failures and make repairs. She asked about possible costs savings once the project is complete. Ms. Barnes noted that in 2025 approximately \$110,000 was spent in Staff time going out to address failed registers.

Councilor Choy asked for confirmation that the 20-year contract was just to coincide with the life of the meter. Ms. Barnes confirmed. She next asked about notification for when the battery has died. Ms. Barnes and the vendor confirmed there would be a way to know when the battery has failed, and they noted that a manual reading could be done as a backup.

Mayor Kuretski stated that he could not support the contract award. He noted he did not have an issue with the need for the project or the recommended contractor, services or equipment. He could not support the contract award due to his long-standing difference of opinion with the Utilities Department's procurement, fiscal management and contract negotiation practices. Mayor Kuretski discussed his key takeaways and concerns related to the project, which included the bid pricing, contract negotiations by Staff, procurement practices of negotiating with preferred supplier, claimed financial benefits for water meter accuracy improvements, the implementation schedule and overall impact to life of meters, and the annual software lease agreement annual cost increases of three percent. Mayor Kuretski noted that he evaluated things differently, and he thought it should have been evaluated from a customer benefit basis.

Councilor Sundstrom stated that there was a benefit to the customer, and that it was very nuanced and complex. Even though customers will see a slight increase, there is also an increased level of service. She noted that customers will be able to track daily use, which will provide the ability to better conserve water and resources town-wide. Councilor Sundstrom thanked Ms. Barnes for the work that had been done.

Vice-Mayor Delaney stated that Utilities was an enterprise fund, and needed to be run like a business and compensated efficiently. Mayor Kuretski responded that it was built into the rates, and stated that he was use to a much different totality of evaluation. He expressed his desire to see future evaluations done differently.

Councilor Guisinger moved to approve Resolution 86-25; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
No	Yes	Yes	Yes	Yes

- 15. Resolution 120-25,** Approving Contracts to Kirchman Construction Co. (EPW 2025-34A), Arkest, LLC (EPW 2025-34B), Proctor Construction Co. (EPW 202534C), and Fierce Construction (EPW 2025-34D) for General Contracting Continuing Services in a combined amount not to exceed \$6,000,000.

Mr. George Dzama, Director of Engineering and Public Works, provided a brief overview of the item, noting that the contract is used by multiple Departments. He reviewed the procurement process and highlighted the benefits of the contract.

Councilor Choy asked whether there was an estimate of potential cost savings. Mr. Dzama responded that while exact figures were difficult to determine, estimated savings were in the range of 10–15%.

Councilor Choy then asked for clarification regarding FEMA reimbursements, and whether the Town was currently receiving FEMA reimbursements. Mr. Dzama explained that the contract includes a provision intended to expedite the reimbursement process.

Mayor Kuretski asked for clarification on work authorizations and whether dollar thresholds determined which items must come before Council. Mr. Dzama stated that threshold values are defined in the Town's procurement policy. Contracts under \$50,000 may be authorized by the Town Manager, while anything above that amount requires Council approval.

Mr. Scott Reynolds, Director of Finance, discussed the current procurement policy and potential updates to threshold amounts, noting that such changes could be incorporated.

Mayor Kuretski expressed appreciation that the bid evaluation weighted 70% toward cost. He also noted that the approval threshold could potentially be increased to reduce the number of items returning to Council.

Councilor Sundstrom moved to approve Resolution 120-25; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY – NONE

TOWN MANAGER –

- Town of Jupiter Citizen Survey - Mr. Kitzerow provided a reminder about the survey, which began in October, and deadlines. Mr. Kitzerow stated that the Town partners with the Polco Survey Company to conduct the science-based study for the Town. Selected residents will have until December 15 to complete the survey, and should receive a postcard reminder in the mail.
- Bush Road Stormwater Improvements - Mr. Kitzerow noted the Town had completed the construction for the stormwater drainage improvements on the road and as of last Wednesday, November 26, the road had been reopened. Mr. Kitzerow stated that in the upcoming week a contractor will perform asphalt milling and overlay to complete the project, and the road would remain open with the utilization of flagmen to manage traffic. The Town will utilize social media, the website and emails to keep the public informed.

- Jupiter's Hometown Heroes - Mr. Kitzerow explained that the Town has launched a new program to honor residents, business owners or volunteers who make a difference in the Jupiter community. He noted that the program would be promoted through all of the Town's distribution channels.
- PBA Contract – Mr. Kitzerow provided an updated on the contract negotiations for Police Sergeants and Officers. He was happy to announce that a tentative agreement had been reached, and that the PBA had scheduled a vote by the Town's Officers and Sergeants to ratify the agreement on December 12 and December 15. He reminded everyone that the ratification was only the first step in the approval process, and that should the Union ratify the contract, the contract would come before Council for a vote at the next available meeting, which could be January 6, 2026.
- Upcoming Holiday Events - Mr. Kitzerow provided a reminder about the following upcoming Town events:
 - Friday, December 5, at 5:00 p.m. – the Town will hold its annual Holiday Tree Lighting Ceremony. The event has been moved to the Town Green located on the Municipal Campus for the first time, and will feature food trucks, performances by local schools and community groups, and at 6:25 the official lighting of the tree.
 - Saturday, December 6 – the annual Boat Parade will be held, and should arrive in Jupiter between 7:30 and 8:00 p.m.
 - Saturday, December 13 – the Town will hold its annual Snow Place Like Jupiter Event. The event will be held at the Abacoa Community Park from 3:00 p.m. to 6:00 p.m., and will feature real snow.
 - Sunday, December 14 – the annual JTAA Holiday Parade will occur. He noted that the Town does not set the parade route for the event, but that the Town does work with JTAA and the route they select.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –
COUNCILOR CHOY:

- Centennial Art & Poetry Contest – Councilor Choy expressed her gratitude to all of the participants. She inquired if any of the entries would be available for additional copies.
- Presentations –
 - Councilor Choy thanked Interim Chief Hennessy for the update on the anchored vessels.
 - Councilor Choy expressed her gratitude to all of the Staff for the presentations given.

VICE-MAYOR DELANEY:

- Vice-Mayor Delaney proposed to authorize employees to have the day after Christmas, December 26th, off as a paid holiday. Mayor Kuretski asked about the current policy, and asked for clarification that employees would be off Wednesday

and Thursday, and that they would be adding Friday. Vice-Mayor Delaney confirmed.

Vice-Mayor Delaney moved to allow employees to have the day after Christmas, December 26th, off as a paid holiday; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

MAYOR KURETSKI:

- PBA Contract - Mayor Kuretski thanked Mr. Kitzerow for the good news. He noted the effort put in by all parties. He requested to be notified of the vote results.
- Bush Road - Mayor Kuretski expressed his gratitude for the road reopening. He requested an updated in the Weekly Report on the possible closure of the road due to the intersection project that was set to begin in the coming weeks.
- Water Meter Clearance Requirements – Mayor Kuretski noted that meters are usually coupled together and in one box between neighbors. He hoped that the clearance requirements took into account sprinklers and street lights.

COUNCILOR SUNDSTROM:

- Procurement Thresholds (\$50,000) - Councilor Sundstrom expressed her desire for the \$50,000 threshold to be looked at, since costs and rates of doing business have changed. She would be supportive of it being reviewed and possibly increased.
- Police Department in Car Video System - Councilor Sundstrom stated she was pleased to see this item, and noted it was another example of using technology to improve the Town's operational efficiency and effectiveness in the Police Department and public safety as a whole.
- PBA Contract - Councilor Sundstrom expressed her pleasure with the news.
- Hometown Heroes - Councilor Sundstrom thanked the Town Manager for the program. She was happy to see the Town celebrating all of the good and incredible people in the Town, and noted that it was a great small-town feel element.

COUNCILOR GUISINGER:

- PBA Contract - Councilor Guisinger expressed his appreciation for the agreement, and his desire to see it in January.
- Town of Jupiter Citizen Survey - Councilor Guisinger inquired how the results of the Town survey would be communicated to the Council. Mr. Kitzerow noted that a presentation would be given to the Council, and he provided an overview of the process once the survey company provides the results to the Town.

- Centennial Art & Poetry Contest - Councilor Guisinger stated that he was the liaison on the Art Committee, and that he had the benefit of attending their last meeting when they reviewed all of the submissions and the winners were selected. He noted that the essays and poems that were written were also good and he encouraged members of the Council to read them.

ADJOURNMENT – 9:06 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Recreation Zoning District Zoning Text Amendment



DATE	December 16, 2025
TO	Honorable Mayor and Members of Town Council
THRU	John Sickler, Director of Planning and Zoning
FROM	Frank Kitzerow, Town Manager
SUBJECT	<u>Ordinance 17-25, Second Reading</u> - Recreation Zoning District, Zoning Text Amendment to create a new Recreation Zoning District within the Town.

EXECUTIVE SUMMARY

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

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

ANALYSIS

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

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

At their November 18, 2025 meeting, the Town Council voted unanimously on consent to approve the above-mentioned zoning text amendment.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

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

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

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

FUNDING SOURCE

*Funding is not necessary for this request.

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

ORDINANCE NO. 17-25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 27-1313. - Artificial exterior lighting.

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

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

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

Sec. 27-1315. - Fences and walls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 #7421586 v1 26503-00001

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



DATE: December 16, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: **Recreation Zoning District** – Zoning Text
Amendment to create a new Recreation Zoning
District within the Town.

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

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

Town Council 1st Reading

At their November 18, 2025 meeting, the Town Council voted unanimously on consent to approve the above abovementioned zoning text amendment with no modifications.

Planning and Zoning Commission Recommendation

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

Staff Compliance Review Summary

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

Background

As part of the 2023 Evaluation and Appraisal Review, the Town Council adopted Policies 1.3.16(b) and 1.3.18(b) of the Future Land Use Element of the Comprehensive Plan. These policies require that conservation and recreation areas or easements of 10 acres or greater,

required pursuant to a development order, shall be identified and designated with an appropriate corresponding Future Land Use designation and a consistent Zoning designation.

The Town has an existing Conservation Preservation Zoning District which aligns with the existing Conservation Future Land Use Designation; however, there is no Recreation Zoning District to align with the Recreation Future Land Use Designation. As a result, this amendment is proposed to establish a Recreation (RCR) zoning district. There are two primary types of recreation uses in the Town: golf courses, which are primarily located in residential planned unit developments, and Town owned parks.

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

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

Comprehensive Plan Policy Consistency

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

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

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

Staff Comment: The proposed zoning district is consistent with the above noted Policy by creating a zoning designation that is consistent with the Recreation Future Land Use

Designation. It is important to note that there are applications currently under staff review that will be appropriate to utilize the proposed Recreation District to assign to existing recreational areas, in order to be consistent with the Comprehensive Plan policy.

Analysis

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

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

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

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

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

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

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

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

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

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

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

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

Staff comment: The proposed special exceptions are uses that are currently allowed and present on some of the properties that may ultimately be assigned with the proposed zoning district. It is important to note that the special exception uses noted above are currently

permitted as special exceptions within residential zoning districts and the public/institutional district. As a result, there are no new special exceptions being added that wouldn't be allowed already.

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

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

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

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

Conclusion.

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

Attachments:

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

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

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

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

Sec. 27-1322. Intent.

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

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

Sec. 27-1323. Use regulations.

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

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

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

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

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

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

Sec. 27-1324. Area and dimension regulations.

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

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

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

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

Sec. 27-1325. Access.

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

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

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

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

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

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

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

Sec. 27-1327. Landscaping.

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

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

Sec. 27-1328. Performance standards.

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

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

Sec. 27-1329. Signs.

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

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

Sec. 27-1330. Flood hazard regulations.

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

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

Secs. 27-1331—27-1358. Reserved.

Subpart B - LAND DEVELOPMENT REGULATIONS

Chapter 27 - ZONING

ARTICLE VI. - DISTRICTS AND DISTRICT REGULATIONS

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

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

Sec. 27-1296. Intent.

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

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

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

Sec. 27-1297. Uses regulations.

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

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

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

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

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

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

Sec. 27-1298. Off-street parking.

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

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

Sec. 27-1299. Fences and walls.

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

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

Sec. 27-1300. Performance standards.

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

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

Sec. 27-1301. Landscape ordinance.

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

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

Sec. 27-1302. Vegetation/environmental preservation.

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

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

Sec. 27-1303. Signs.

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

Sec. 27-1304. Flood hazard regulations.

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

Secs. 27-1305—27-1321. Reserved.

TOWN OF JUPITER
100 & 102 N Coastal Way Rezoning



DATE	December 16, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Ordinance 20-25 , <i>Quasi-Judicial</i> - 100 & 102 N Coastal Way - Rezoning. (Second Reading 1/20/2026)

EXECUTIVE SUMMARY

Consideration of a zoning map amendment to change the zoning for two properties totaling approximately 1.19+/- acres from the Indiantown Road Overlay Zoning District, US Highway One District with underlying General Commercial (C-2) to U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE).

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

ANALYSIS

The proposed zoning of U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict meets the intent of the objectives and policies of the Comprehensive Plan and is consistent with the existing Commercial future land use designation on the property and surrounding properties. The proposed zoning is necessary to implement the policies outlined in the Comprehensive Plan for the US 1/ICW Corridor and the Waterway Commercial and Entertainment Sector assigned to the subject property.

The applicant has submitted concurrent applications to amend the Harbourside Place planned unit development (PUD), site plan and special exception to construct a four-story building for retail, office and medical office with under-building structured parking. The subject property is proposed to be incorporated into the existing Harbourside PUD. These applications are under review by staff and rely on approval by the Town Council.

PLANNING AND ZONING RECOMMENDATION:

At their November 13, 2025 meeting, the Planning and Zoning Commission voted unanimously to approve (by a 7 to 0 vote) the rezoning amendment.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 20-25
2. Staff Report & Attachments
3. Applicant Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Peter Meyer at peterm@jupiter.fl.us or 561-741-2691.

ORDINANCE NO. 20-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP TO REZONE 1.19± ACRES OF PROPERTY LOCATED AT 100 AND 102 N COASTAL WAY FROM THE INDIANTOWN ROAD OVERLAY ZONING DISTRICT, US HIGHWAY ONE DISTRICT WITH UNDERLYING GENERAL COMMERCIAL (C-2) TO U.S. HIGHWAY ONE/INTRACOASTAL WATERWAY CORRIDOR DISTRICT – WATERWAY COMMERCIAL AND ENTERTAINMENT SUBDISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, HSP II LLC and HSP III LLC are the owners (Owner) of approximately 1.19± acres, as legally described and shown in **Exhibit “A”**, which is incorporated herein (the subject property).

WHEREAS, the subject property is located at 100 and 102 N Coastal Way, as shown in **Exhibit “B”**, which is incorporated herein; and,

WHEREAS, the Town of Jupiter Planning and Zoning Commission has recommended that the subject property be rezoned from the “Indiantown Road Overlay Zoning District, US Highway One district with underlying General Commercial (C-2)” zoning district to the “U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)” zoning district; and,

WHEREAS, the Town Council has conducted a public hearing wherein it considered comments from the Owner, members of the public, and the recommendations of the Town's

1 Planning and Zoning Commission and its Planning and Zoning Department regarding the
2 appropriate zoning for the subject property; and,

3 **WHEREAS**, the Town Council has determined that a rezoning of the subject property as
4 recommended by the Planning & Zoning Commission would be consistent with the future land
5 use designation assigned to the subject property.

6 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
7 **JUPITER, FLORIDA:**

8 **Section 1.** The whereas clauses are incorporated herein and constitute the
9 legislative findings of the Town Council.

10 **Section 2.** The Town Council hereby rezones the 1.19 acre± Subject Property from
11 the “Indiantown Road Overlay Zoning District, US Highway One district with underlying General
12 Commercial (C-2)” zoning district to the “U.S. Highway One/Intracoastal Waterway Corridor
13 District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)” zoning district.
14 The subject property is shown in **Figure “1.”**

15 **Section 3.** In accordance with Section 27-473 of the Zoning Code, the Town Council
16 hereby directs that the Town's Official Zoning Map be amended to reflect the subject property
17 as being within the “U.S. Highway One / Intracoastal Waterway Corridor District – Waterway
18 Commercial and Entertainment Subdistrict (US1/ICW-WCE)” zoning district.

19 **Section 4.** Severability. If any section, paragraph, sentence, clause, phrase or word
20 of this Ordinance is for any reason held by a court to be unconstitutional, inoperative or void,
21 such holding shall not affect the remainder of this ordinance.

22 **Section 5.** Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict
23 herewith are hereby repealed to the extent of such conflict.

24 **Section 6.** Effective Date. The provisions of this ordinance shall become effective
25 upon its execution.

- 1 **Attachments: Exhibit "A" - Legal Description of the Subject Property**
- 2 **Exhibit "B" - Location Map**
- 3 **Figure "1" – New Zoning Map**
- 4 [#7480130 v1 26503-00001](#)

100 & 102 S. Coastal Way, Jupiter, Florida

23-099-5 LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN GOVERNMENT LOT 4, SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, LYING WEST OF U.S. HIGHWAY ONE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 706, WITH THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY AS SHOWN ON THE BULKHEAD LINE PLAT RECORDED IN PLAT BOOK 26, PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°31'20" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 269.11 FEET, TO THE INTERSECTION WITH THE WEST LINE OF TRACT D OF THE PLAT OF HARBOURSIDE PLACE LLC, AS RECORDED IN PLAT BOOK 118, PAGE 151 OF THE PALM BEACH COUNTY, FLORIDA OFFICIAL RECORDS; THENCE NORTH 22°41'50" WEST, ALONG SAID WEST LINE A DISTANCE OF 217.56 FEET TO A LINE 200 FEET NORTH OF AND PARALLEL TO SAID NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 706; THENCE NORTH 89°31'20" WEST, A DISTANCE OF 248.70 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 17°34'45" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 210.36 FEET TO THE POINT OF BEGINNING.

100 & 102 N. Coastal Way

Jupiter, Florida



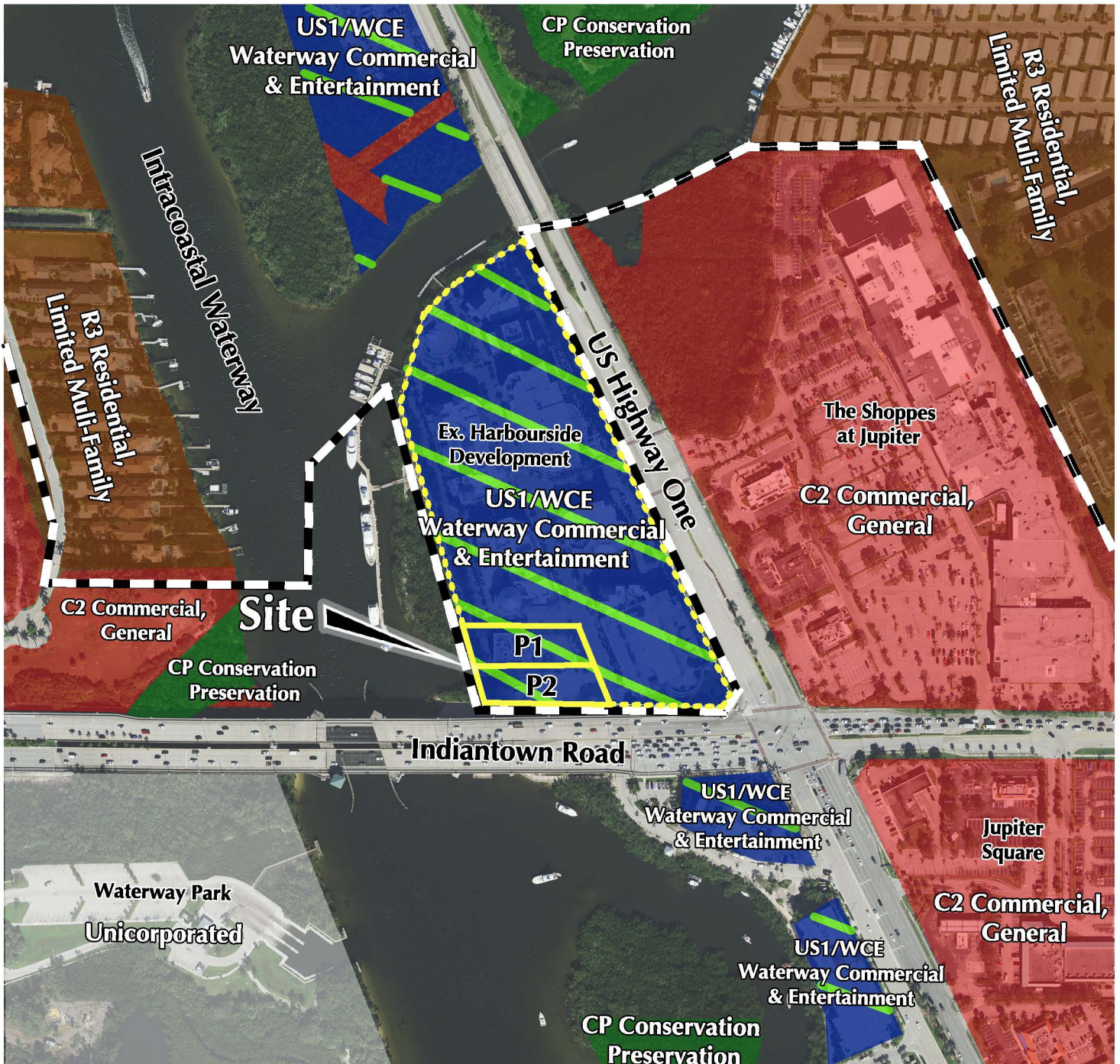
P1- 102 N. Coastal Way: 30-43-41-06-00-000-1020

P2- 100 N. Coastal Way: 30-43-41-06-00-000-1010



100 & 102 N. Coastal Way

Jupiter, Florida



P1- 102 N. Coastal Way: 30-43-41-06-00-000-1020

P2- 100 N. Coastal Way: 30-43-41-06-00-000-1010



Proposed Zoning Map

US-1/Intracoastal Waterway Corridor
Waterway Comm. and Entertainment
Subdistrict (US1/WCE)



10.29.25

**Zoning Map Amendment for 100 & 102 N Coastal Way
TOWN MANAGER'S OFFICE**



DATE: December 16, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **100 & 102 N Coastal Way** (quasi-judicial) - Zoning Map amendment from the Indiantown Road Overlay Zoning District, US Highway One district with underlying General Commercial (C-2) to U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE) for two properties totaling 1.19± acres located at 100 and 102 N. Coastal Way.

Ordinance #20-25 (Zoning)	P&Z Commission:	11/13/25
PZ 25-6382	Town Council:	12/16/25 (1 st reading)
P. Meyer	Town Council:	01/20/26 (2 nd reading)

Project Information

Applicant: HSP II LLC and HSP III LLC
Agent: Emily O'Mahoney, 2GHO, Inc.
Property Owner: HSP II LLC and HSP III LLC (Nicholas A. Mastroianni II, Nicholas A. Mastroianni III, Anthony J, Mastroianni, and Audrey M. Mastroianni)
Location: 100 & 102 N Coastal Way (Attachment A - Location Map)
Acreage: 1.19 +/- acres
PCN Numbers: 30434106000001010 and 30434106000001020
Existing FLUM designation: Commercial within the U.S. Highway One/Intracoastal Waterway Corridor District / Waterway, Commercial and Entertainment Sector
Existing use of property: Vacant
Existing Zoning: Indiantown Overlay Zoning (IOZ) District, US Highway One district with underlying (C-2) General Commercial
Proposed Zoning: U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)

Planning and Zoning Commission Recommendation.

At their November 13, 2025 meeting, the Planning and Zoning Commission voted unanimously to approve (by a 7 to 0 vote) the rezoning application.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed change in zoning **consistent** with the goals, objectives, and policies of the Comprehensive Plan.

Table 1. Surrounding land uses and designations

<i>Location Map – Attachment A</i>		
<i>Location</i>	<i>Existing Land Uses</i>	<i>Future Land Use Designations/ Zoning Districts</i>
North	Commercial (Harbourside Place)	Commercial / U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)
South	Indiantown Road Bridge and Events Plaza	Not Designated / Not Zoned (NZ)
East	Commercial (Harbourside Place)	Commercial / US1/ICW-WCE
West	Intracoastal Waterway and Commercial (Intracoastal Waterway and vacant)	IOZ, Parkway district with underlying C-2, and Conservation Preservation

For a comprehensive view of the above designations that surround the subject properties refer to the existing Future Land Use Map (Attachment B) and existing Zoning Map (Attachment C). The proposed Zoning designation is shown on the proposed Zoning Map (Attachment D).

Background

The subject properties are +/-1.19 acres in total and are vacant. The previous medical office building on 102 N. Coastal Way was demolished in 2025. The applicant has submitted concurrent applications to amend the Harbourside Place planned unit development (PUD), site plan and special exception to construct a four-story building for retail, office and medical office with an underbuilding structured parking. The subject property is proposed to be incorporated into the existing Harbourside PUD. These applications are under review by staff and depend on the subject application being approved by the Town Council.

Analysis.

A. Zoning Map Amendments

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in [Section 27-178](#) are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the applicant's requested zoning district is included below:

- 1) *The proposed map amendment shall be consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.*

Staff Comment: The subject properties are located within the U.S. Highway One / Intracoastal Waterway Corridor and Waterway, Commercial, and Entertainment Sector. Objective 1.9 states that all properties located in the U.S. Highway One/Intracoastal Waterway Corridor must be developed consistent with the objectives and policies for the corridor, and the corresponding sectors. The proposed zoning district was established in order to implement the objectives and policies of the Comprehensive Plan and is consistent with the existing Commercial future land use designation on the property. The proposed rezoning requires that developments emphasize and enhance the proximity of the Intracoastal Waterway (Attachment F).

- 2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The proposed zoning map amendment is consistent with the established land uses of surrounding properties. The parcel is located directly abutting to the Harbourside Place PUD to the north and east, which is also zoned with the Waterway Commercial and Entertainment Subdistrict of the US-1 / Intracoastal Waterway Corridor Zoning District designation. By assigning the proposed zoning district to the subject property, future development will be required to be consistent with the abutting properties which includes the continuation of the Riverwalk Corridor.

- 3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed zoning map amendment will not create an isolated zoning designation that is unrelated to the adjacent designations. As noted previously, the properties to the north and east have the same zoning designation.

- 4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The proposed zoning is necessary to assign the zoning designation to implement the policies outlined in the Comprehensive Plan for the US 1/ICW Corridor and the Waterway Commercial and Entertainment Sector assigned to the subject property. The property at 102 N. Coastal Way was acquired by HSP III LLC and they have made application for development approval. The intensity of the proposed zoning is equal or less than the existing zoning since the maximum building height of the proposed zoning is an average building height of 35' with a max of 50' and the existing zoning is a maximum of 50' (60' with underbuilding parking). In addition, one of the properties had a three-story 13,000 sf building with parking on the ground floor which was demolished in 2025. Therefore, the proposed zoning will have no significant impacts on the public facilities and services.

Conclusions.

The requested Zoning Map amendment is consistent with the Comprehensive Plan and surrounding zoning, for the following reasons:

1. The proposed zoning designation is consistent with U.S. Highway One/Intracoastal corridor of the Comprehensive Plan (Objective 1.9);
2. The proposed zoning designation is consistent with the surrounding properties;
3. The request will have no significant impacts on public facilities and services;

Attachments:

- Attachment A – Location Map
- Attachment B – Existing FLUM
- Attachment C – Existing Zoning Map
- Attachment D – Proposed Zoning Map
- Attachment E – Justification Statement
- Attachment F – Comprehensive Plan policies

Contact Peter Meyer at 561-741-2691 or email at peterm@Jupiter.fl.us for a copy of attachments)

100 & 102 N. Coastal Way

Jupiter, Florida



P1- 102 N. Coastal Way: 30-43-41-06-00-000-1020

P2- 100 N. Coastal Way: 30-43-41-06-00-000-1010



100 & 102 N. Coastal Way

Jupiter, Florida

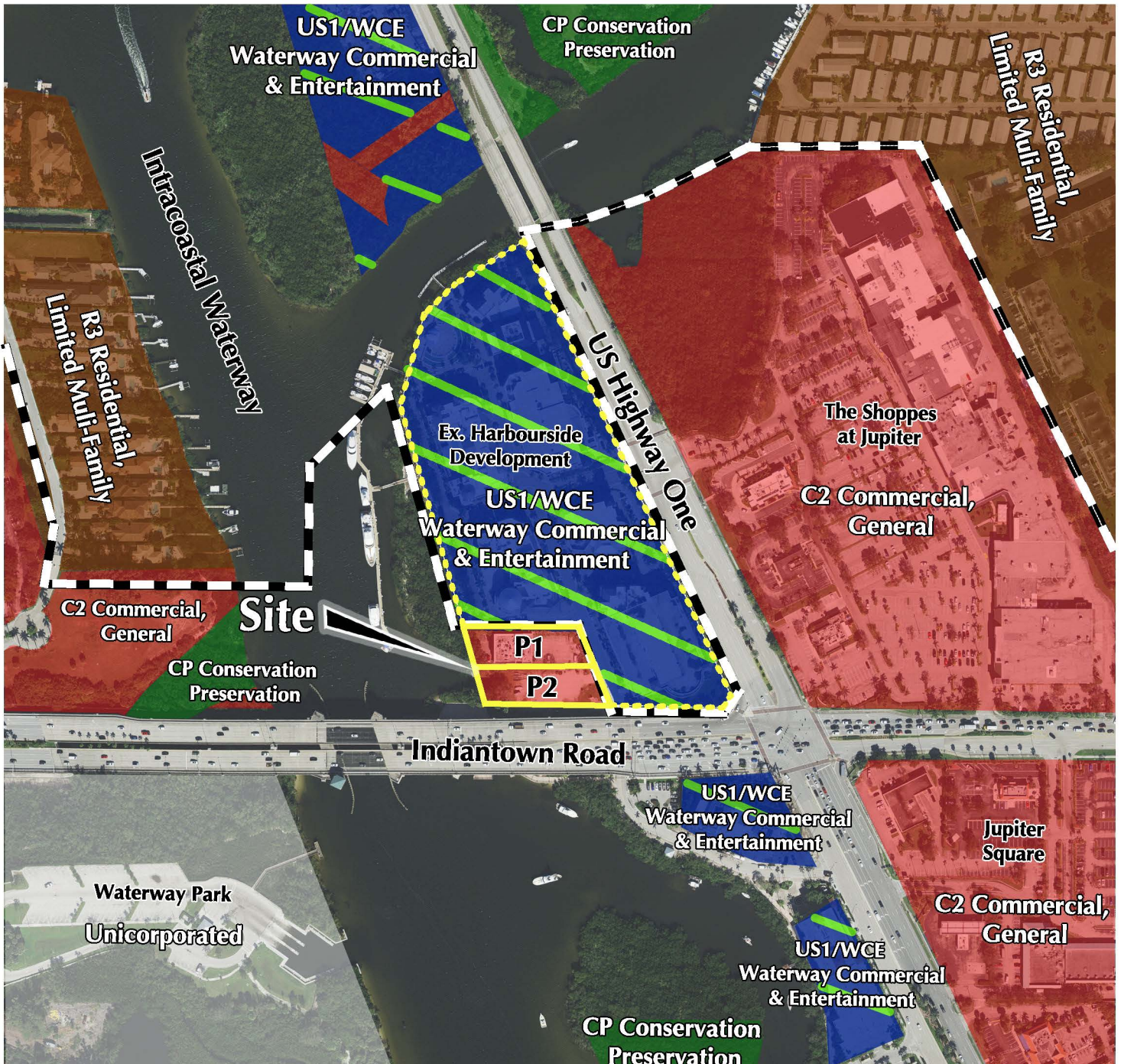


P1- 102 N. Coastal Way: 30-43-41-06-00-000-1020

P2- 100 N. Coastal Way: 30-43-41-06-00-000-1010

100 & 102 N. Coastal Way

Jupiter, Florida



P1- 102 N. Coastal Way: 30-43-41-06-00-000-1020

P2- 100 N. Coastal Way: 30-43-41-06-00-000-1010



Existing Zoning Map

Indiantown Road Overlay Zone (IOZ)

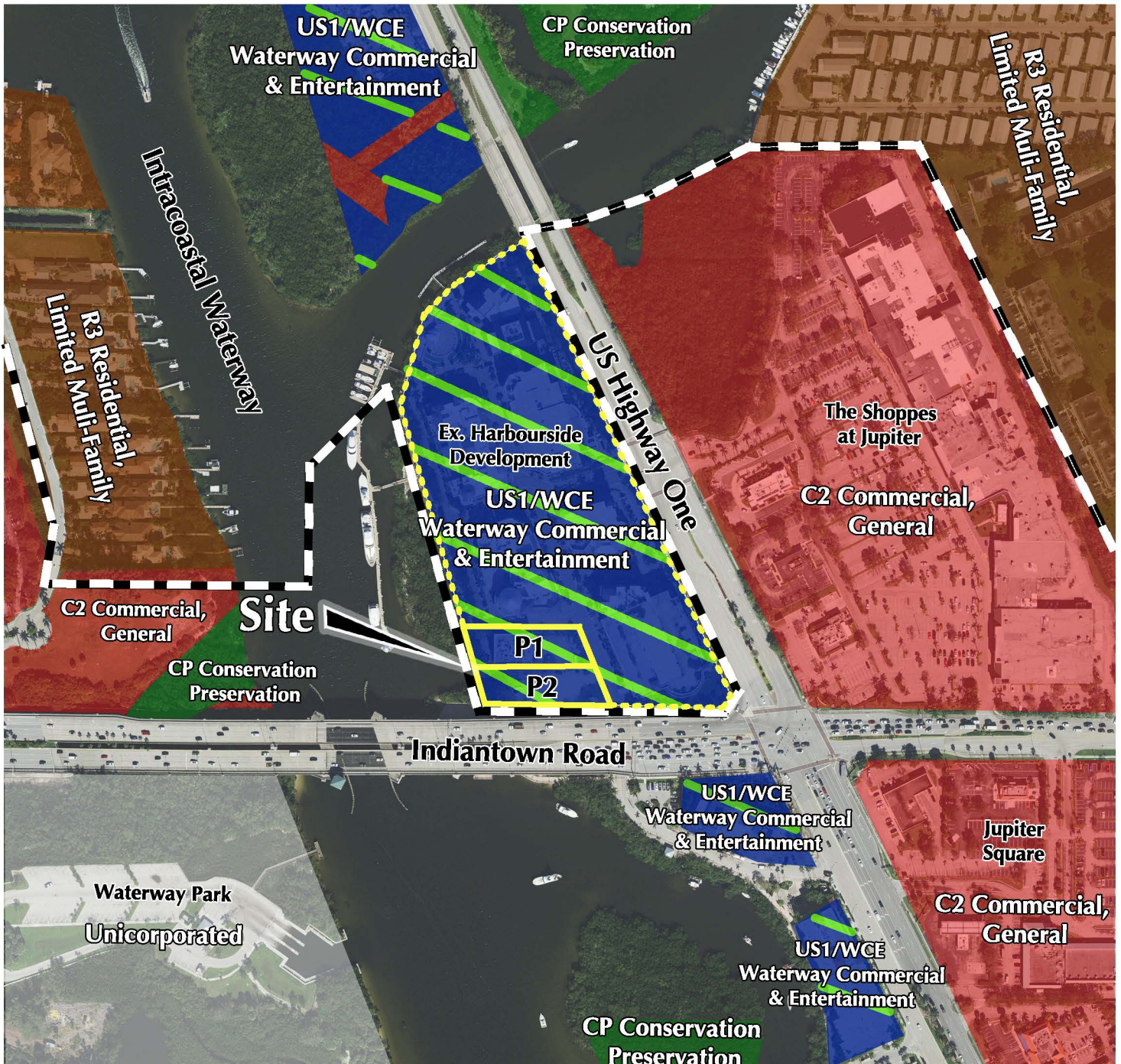
US Highway One Subdistrict w/ underlying
C2 (Commercial, General)



10.29.25

100 & 102 N. Coastal Way

Jupiter, Florida



P1- 102 N. Coastal Way: 30-43-41-06-00-000-1020

P2- 100 N. Coastal Way: 30-43-41-06-00-000-1010



Proposed Zoning Map

US-1/Intracoastal Waterway Corridor
Waterway Comm. and Entertainment
Subdistrict (US1/WCE)



10.29.25

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

100 and 102 Coastal Way Zoning Map Amendment Town of Jupiter April 14, 2025

Request

On behalf of the Owner, HSP II, LLC, 2GHO, Inc. respectfully requests the Town of Jupiter's review and approval of a zoning map amendment for two properties located at 100 and 102 N. Coastal Way within the Town of Jupiter. More specifically, it is proposed to amend the current zoning designation of Indiantown Road Overlay Zone (US Highway 1 subdistrict) with underlying C-2; (General Commercial) to the US-1/ICW-WCE; (US-1/Intracoastal Waterway Corridor District, Waterway and Commercial Entertainment Subdistrict) for the approximately 1.19 acres.

This request aims to align the Town's visions and goals set forth by the Comprehensive Plan, zoning code, and CRA plan. The subject two parcels are key in completing the existing land use and zoning pattern, and will spur positive social, and economic benefits for the wider community.

The two subject parcels are proposed to be brought into the Harbourside PUD and will complete the physical boundary of the property as defined by the Intracoastal Waterway, US Highway One and the Indiantown Road Bridge. As this is additional land (and use) to the existing project, it is necessary that the zoning match between the two. The removal of the Indiantown Overlay District is also logical from a physical point of view. The subject property is twenty to 35 feet below Indiantown Road as it is the bridge structure. There is no access and no visibility to the ground plane of the subject property from a vehicle in the right-of-way.

Zoning Map Amendment Request

Address	PCN	Existing Zoning	Proposed Zoning *
100 N. Coastal Way	30-43-41-06-00-000-1010	IOZ w/ C-2; Gen. Comm	US-1/ICW-WCE
102 N. Coastal Way	30-43-41-06-00-000-1020	IOZ w/ C-2; Gen. Comm	US-1/ICW-WCE

*US-1/Intracoastal Waterway Corridor District, Waterway and Commercial Entertainment Subdistrict

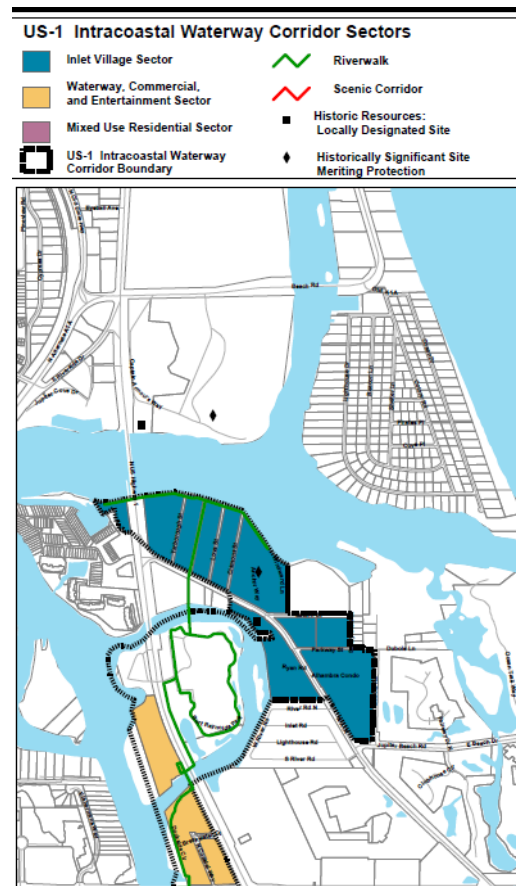
Companion Application Request

This request is a part of a multi-layered proposal which proposes amendments to the existing Harbourside Place development in effort to create a transformative project, and re-establish the development's local significance within the Town of Jupiter. While this document only addresses the zoning map amendment proposal, the entirety of the requested applications is listed below.

- ❖ **Zoning Map Amendment** for two properties from IOZ (US Highway 1) w/underlying C-2 to **US-1/ICW-WCE**;
- ❖ **PUD Amendment** for the existing Harbourside Development;
- ❖ **Site Plan Amendment** for the existing Harbourside Development;
- ❖ **Special Exception Request** for additional marina use;
- ❖ **Special Exception Request** for Office Use on the Ground Floor (not to exceed 2,500 sf)

Location

At a prominent location within the Town, the subject properties are immediately north of the Indiantown Road Bridge, and just outside of the development area of the existing Harbourside Place Development. Currently, these two parcels are the only properties that do not fall within the US-1 Intracoastal Waterway Corridor District, although they are designated as being within the US-1/Intracoastal Waterway Corridor Sector, as shown on the Town's adopted Future Land Use Map. Additionally, the two subject parcels are the only properties in this general vicinity that remain within the adopted IOZ boundary.



Justification

In accordance with Section 27-178 of the Town's code, it will be demonstrated that the Owner's proposal is consistent with the criteria for zoning map amendments, as indicated on the following pages.

1. The proposed map amendment shall be consistent with the goals, objectives and policies of the town comprehensive plan.

Response: The subject rezoning request is consistent with the existing land use and zoning designations of the surrounding properties and will "close the gap" of the existing US 1/WCE designation enclave between these parcels and the property to the north (Harbourside) and south (Cornerstone) by allowing the continuation of the US 1/WCE designation to be applied to this Property.

The proposed map amendment is consistent with the following Goals, Objectives, and Policies of the Comprehensive plan, as described below.

FUTURE LAND USE ELEMENT

General Commercial: Consists of a wide range of commercial goods and services serving a community-wide market. That does not mean that the entire range of all commercial goods and services must be available. A representative sample of activities includes personal services, banking and offices, retail stores, nurseries, printing and publishing, auto repair, marine facilities, and medical and dental clinics.

Response: The current land use designation of Commercial is consistent with the proposed use of these parcels. The eventual development of class A office space will serve the greater community-wide market. According to sources, vacancy rates for this type of use are as low as 4.2%, indicating strong demand.

Policy 1.1.7 Concentrations of commercial offices and tourist-related activities shall be near locations having high accessibility.

Response: *The approved rezoning of the subject two parcels will allow for a commercial office development, as well as the subsequent inclusion into the existing Harbourside PUD, fully aligning with this policy.*

Objective 1.5 *The Town, through its Community Redevelopment Agency (CRA), shall provide for the redevelopment of lands within the CRA boundaries, consistent with Future Land Use Objective 1.9 (U.S. Highway One/Intracoastal Waterway [US1/ICW] Corridor) and its implementing policies.*

Response: *As the subject properties are located within the US-1/ICW corridor, per the Town's adopted land use map, it is required to be consistent with the general planning principles outlined in the Town's Comprehensive Plan. More detail on the relevant policies can be found in the Site Plan narrative.*

Policy 1.9.6 Waterway, Commercial and Entertainment sector shall emphasize a mixture of entertainment and commercial uses, linked in a north south manner by a waterfront walkway, providing public access and an integrated pathway through the properties along the Intracoastal Waterway, which is a destination activity core for the waterfront corridor, thereby, enhancing the opportunities for the citizens to obtain access and enjoy the natural resources of the region.

Response: The proposed request is needed in order to fully align with this policy.

Objective 1.16 The Town shall guide urban form and development to appropriately encourage development (infill and redevelopment) in areas with existing infrastructure and populations.

Response: *The Owner's proposal is directly consistent with the above objective, as the proposed development intends to be consistent with the existing Harbourside Place PUD, and add to the overall character established and encouraged by the US1-ICW corridor.*

CAPITAL IMPROVEMENTS ELEMENT

Policy 1.2.1 The Town shall utilize the following adopted level-of-service standards in reviewing the impacts of new and redevelopment upon the provision of public facilities and services:

Sanitary Sewer - 85 gallons per capita per day

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area.

Solid Waste - 7.13 pounds per capita per day

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area.

Drainage - Projects shall be designed and operated so that off-site discharges meet State water quality standards set forth in the Town's most recent Stormwater Master Plan Update (adopted by reference)

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area. However, the drainage for the proposed site plan will be designed to comply accordingly. Please refer to the site plan application for more information on this.

Potable Water –

Residential Accounts - 153 gallons per day

Commercial Accounts - 100 gallons per day per 1,000 square feet

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area.

Transportation Facilities - The Town, in cooperation with Palm Beach County and the Florida Department of Transportation, shall maintain an adopted level of service standard of D on all County and State maintained roads. The Town shall maintain the following adopted level-of-service standards for all Town-maintained roadways:

- a) Peak-hour two-way – LOS D
- b) Daily - LOS C
- c) Intersection – LOS D

Response: While no Comprehensive Plan map amendment is proposed with this application, it should be noted that the traffic for the proposed development will be reviewed as a site-specific analysis within the site plan application. It is anticipated that the traffic generated from the additional use will be in conformance with Palm Beach County's Traffic Performance Standards.

2. The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.

Response: The purpose of this request is to bring the two properties into the existing Harbourside development ensuring full consistency and compatibility with the surrounding area. The table below outlines the adjacent and use and zoning designations, and shows that the Owner's proposal will be consistent with the established land use pattern.

	EXISTING FLU	EXISTING ZONING	EXISTING USE
Subject Properties	Commercial	IOZ/US1 C-2; Gen Commercial	Vacant Former office bldg
North	Commercial	C-2; Gen Commercial	Harbourside Place
South	Mixed Use	ICW-WCE	Indiantown Road Bridge Cornerstone
East	Commercial	ICW-WCE	Harbourside Place
West	NA	NA	Intracoastal Waterway

3. The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.

Response: The proposed map amendment and rezoning will not create an isolated land use designation or zoning district unrelated to surrounding designations or districts; on the contrary, the proposed requests will be consistent with the surrounding properties and land use patterns already established, and eliminate an inconsistency within the land use pattern.

4. The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.

Response: This application is necessary due to the Town's vision of this area being known as the entertainment district. As mentioned before the properties to the north are already zoned US Highway One / WCE Waterway Commercial & Entertainment and have been developed with

commercial and entertainment uses. As development started to take shape to align with the CRA's vision, zoning staff always thought that an eventual rezoning would be a logical step to "close the loop" for the properties just north of the Indiantown Road Bridge. This proposal accomplishes that goal

CONCLUSION

In closing, the Owner proposes a zoning map amendment for the two properties located at 100 and 102 Coastal Way. This request is consistent with the Comprehensive Plan, and addresses the Criteria set forth in Sec. 27-178 of the Town's zoning code. If approved, it will create a consistent land use pattern and complete the existing Intracoastal Waterway corridor versus the existing condition, which could be seen as isolated. On behalf of the applicant, 2GHO, Inc., respectfully request approval of this application. Should you have any questions on this application, please do not hesitate to contact Emily O'Mahoney, PLA, at 561-575-9557.

Objective 1.9 The Town shall continue to maintain land development regulations for the U. S. Highway One/ Intracoastal Waterway corridor to ensure that new development and any redevelopment emphasizes and enhances the proximity of the Intracoastal Waterway and the Jupiter Inlet including the provision of public access, through the components of a riverwalk corridor and a scenic corridor. All properties located in the U.S. Highway One/Intracoastal Waterway Corridor, as depicted on the Future Land Use Map, shall be developed consistent with the objectives and policies for the corridor, and the corresponding sectors.

Policy 1.9.1 The U.S. Highway One/Intracoastal Waterway Corridor shall be established, as depicted on the Future Land Use Map, with the following planning sectors and components:

- a) U.S. Highway One Mixed Use Residential sector;
- b) Waterway, Commercial and Entertainment sector;
- c) Inlet Village sector;
- d) Riverwalk Corridor Component; and,
- e) Scenic Corridor Component.

Policy 1.9.3 Properties developing with a mixture of residential and commercial uses shall be permitted to develop with a Mixed Use land use designation and a Planned Unit Development, Commercial zoning classification pursuant to the Town's existing Land Development Regulations.

Policy 1.9.4 U. S. Highway One Mixed Use Residential sector shall emphasize residential and accessory activities, as well as also allow for commercial properties that are limited in nature and are deemed to be compatible with residential development. Further, all uses and properties within this sector shall be linked by the Riverwalk and Scenic Corridor components. Commercial uses are to be located where nonresidential uses have already been established by prior development approval, thereby, enhancing the opportunity for the citizens to obtain access and enjoy the natural resources of the region.

Policy 1.9.5 Maintain land development regulations for the U. S. Highway One Mixed Use Residential sector as follows:

- a) where feasible, provide for a public accessible walkway along the Intracoastal Waterway, including elements of pedestrian amenities thereby, encouraging non automobile traffic in between the planning sectors;
- b) provide for vistas of the Intracoastal Waterway from U. S. Highway One and from within the sectors of the development;
- c) strip and auto oriented commercial uses (i.e., drive-through facilities, corner retail and gas stations, etc.) shall be prohibited;
- d) the maximum density for residential uses shall be 6 units per acre as per the mixed use land use. The Town Council may grant a density bonus of up to 15 du/acre, based upon the following:
 - 1) Riverwalk land acreage designated above the minimum;
 - 2) The adequacy and enhancement of public access onto the Riverwalk;
 - 3) Extent of public amenities provided; and,
 - 4) Significant enhancements to the land area and landscape/planting materials of the buffer from non residential uses incorporated within the site design.

- e) Based upon the following, existing, partially developed commercial sites may either continue the development pattern established by prior development approval or may introduce limited residential uses where there will be compatibility of land uses and potential conflicts cannot occur:
 - 1) all development over 5 acres may be allowed a maximum of 30% commercial uses and a minimum 50% of residential uses based on the quantity and quality of the project being developed and the "Mixed Use" land use; and,
 - 2) all development less than 5 acres may be allowed 100% commercial uses.
- f) use of a coastal vernacular style of architecture (characterized by building design which incorporates the architectural techniques and features from the following architectural features: stick, shingle, Mediterranean, Craftsman, or Florida Cracker styles).
- g) provide public open spaces and public squares within developments to encourage the orientation towards the waterways.

Policy 1.9.8 The Town shall continue to require development to be oriented toward the Intracoastal Waterway, Riverwalk, Jupiter Lighthouse, and the Jupiter Inlet including provisions allowing for: variable setbacks, landscaping, parking regulations; clustering structures to form public open space; providing opportunities for open vistas of the waterways; developing a point of interest at the terminus along the Riverwalk; providing for access and support amenities to the Riverwalk Corridor such as; screening; sign placement and type; providing for special design treatments: providing for street furniture, lighting and providing for amenities, such as: balconies, porches, and awnings; providing for a system of entry statements which identify the U. S. Highway One Corridor.

Policy 1.9.9 The Town shall maintain an incentive program of density bonuses for residential uses and intensity bonuses for commercial uses within the U. S. Highway One Corridor for those developments which provide enhanced amenities within the site design to promote pedestrian oriented plazas and encourage appropriate intensive commercial and entertainment uses at intersections along U. S. Highway One and the Intracoastal Waterway.



100 & 102 Coastal Way
Harbourside PUD
Zoning Map Amendment
Town Council 12/16/25

Town of Jupiter, FL





REQUEST



- ❖ **Rezone Two Parcels** adjacent to Harbourside-
- ❖ Forthcoming Site Plan & PUD Amendment
 - ❖ Add land to Harbourside PUD
 - ❖ Propose a Mixed-Use Building with Retail and Office Uses.

Legend	
	Back of House (B.O.H.)
	Hotel
	Lobby
	Outdoor Seating
	Cultural
	Storage
	Proposed Additional Seating Opportunities
	Restaurant
	Retail (Incl. Coffee, Sandwich, and Yogurt)
	Town of Jupiter
	Office
	Restrooms
	Bar
	Optional Office

3rd Floor Cultural
Use to Office

Optional Retail
or Office

Retail to Restaurant

Additional Seating
Opportunities, Typ.

Ampitheater
Increase Shade and Comfort

Indiantown Road

US Highway One

Retail to Wine / Restaurant
Retail/Storage

3rd Floor
Indoor Rec. to
Restaurant

Graphic prepared by Gentile Glas Holloway and O'Mahoney



Looking West



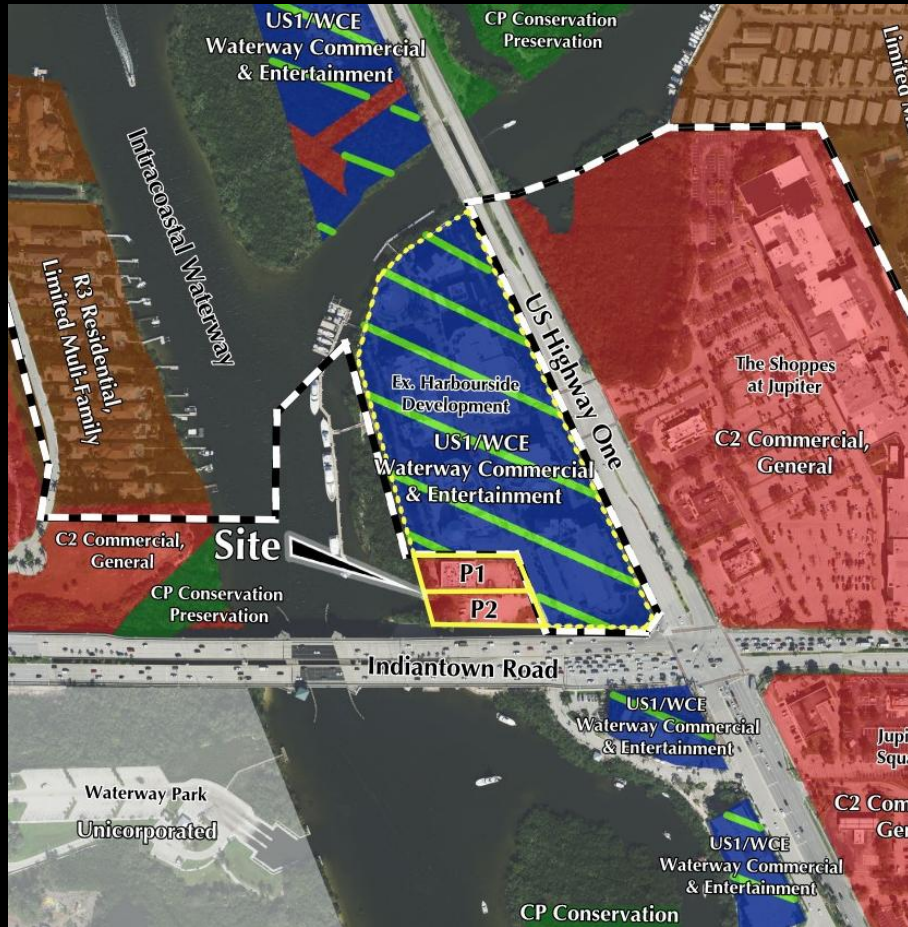
SITE

Site Size (2 Parcels): 1.19 Acres

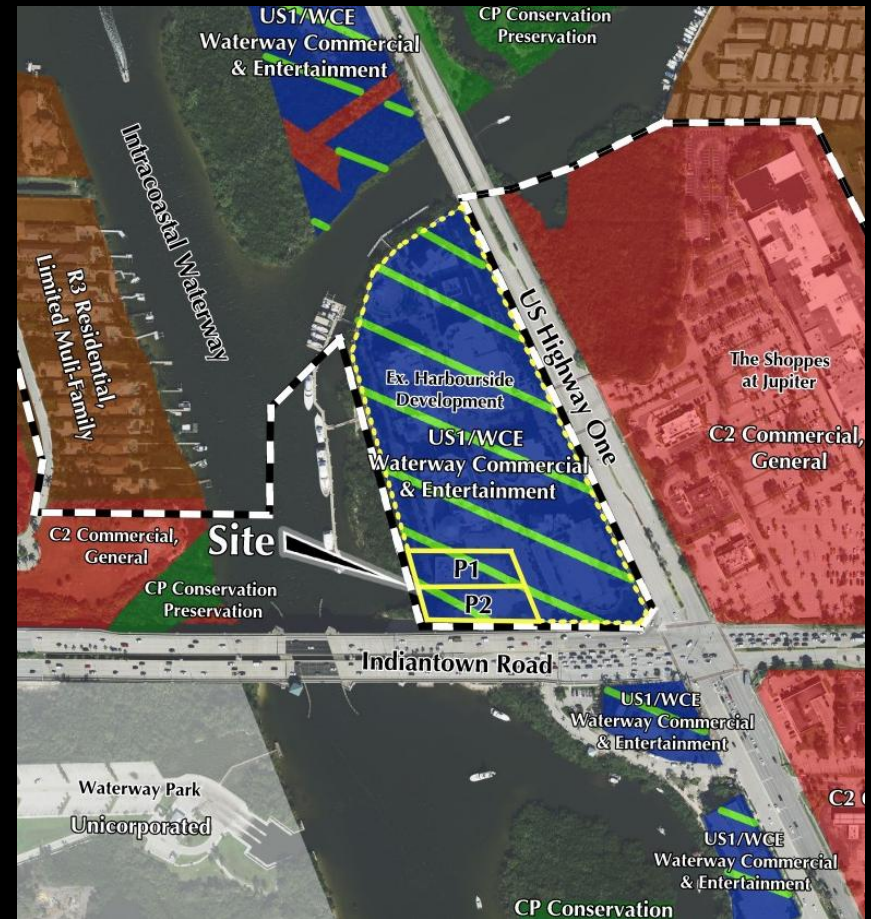
Existing Zoning: IOZ (US One Subdistrict)
w/ underlying C-2
Gen.Com.

Proposed Zoning: US-1/ICW-WCE
Waterway Commercial
Entertainment District

MAPS



Existing



Proposed

COMPANION APPLICATIONS

Site Plan & PUD Amendment for Harbourside

- Add Subject Parcels
- Add Office Use, Medical Use & Lounge
- Revision the Amphitheater Space
- 2 Special Exceptions
 - Marina Expansion
 - Marina Boat Rental

Zoning Text Amendment – Exemption to Open
Container – Map Amendment

PERSPECTIVE



CONCLUSION



Thank You!

TOWN OF JUPITER
Purchase of Self-Contained Breathing Apparatuses for JFRD



DATE	December 16, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approving a Purchase of Self-Contained Breathing Apparatuses (SCBA), Accessories, and Required Maintenance and Testing Tools for JFRD Emergency Apparatus from Ten-8 Fire & Safety LLC in the amount of \$507,312.67, Piggybacking on the Lake County Contract.

EXECUTIVE SUMMARY

Staff is requesting approval to issue a purchase order for Self-Contained Breathing Apparatus (SCBA), along with necessary accessories and testing tools, from Ten-8 Fire & Safety LLC in the amount of \$507,312.67. This purchase is essential for the operational launch of the Fire Rescue Department. We are requesting funds to acquire self-contained breathing apparatuses, air bottles, rapid intervention team packs, necessary maintenance and testing tools, as well as individual facepieces for our operational personnel. These self-contained breathing apparatuses are crucial for the safety of our firefighters, enabling them to breathe safely and perform effectively in toxic, low-oxygen, or smoke-filled environments. Additionally, these units are certified to meet the latest NFPA 1970 standards, specifically the 2025 edition.

Staff is seeking approval to use a piggyback contract from Lake County, FL, Contract 22-730K, which is valid from August 1, 2022, to July 31, 2027. This request is based on the competitive pricing and quality of the equipment offered by Ten-8 Fire & Safety LLC.

Funding for this purchase has been allocated in the FY2026 budget.

ANALYSIS

Staff is requesting the Town Council's approval to issue a purchase order to Ten-8 Fire & Safety LLC., using a piggyback contract from Lake County, FL, Contract 22-730K. As per the Town's Procurement Policy, this contract has undergone a competitive bidding process. Attached you will find the pricing information from Ten-8 Fire & Safety LLC., along with the Lake County, FL contract.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Pricing MSA G1 SCBA & Accessories
2. Ten-8 Fire & Safety LLC - Lake County, FL Contract

FUNDING SOURCE

Amount of this Request	\$507,312.67	
Amount Approved in Budget	\$507,312.67	Sources: 04534122-552000 Operating Supplies 04534122-546000 Repairs & Maintenance
Additional Funding Requested		

For more information or copies of the attachments, please contact Kevin D. Martin at kevinm@jupiter.fl.us or 561-741-2482

**TEN-8 FIRE & SAFETY, LLC**

2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203

USA

Phone: 800-228-8368

Fax: 941-756-2598

Sell To:

TOWN OF JUPITER

210 MILITARY TRAIL

JUPITER FL 33458

USA

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Customer No.

C01238

Federal Tax ID - Business Partner

60-35-145936-54C

PO Number

-

Sales Employee

Higgins, Mark P

Email

mhiggins@ten8fire.com

Document Owner

Higgins, Mark P

Email

mhiggins@ten8fire.com

Delivery Address

TOWN OF JUPITER

3313 WASHINGTON ST

JUPITER FL 33458

USA

Description	Quantity	UoM	Vendor	Price	Total
*** MSA G1 2025-COMPLIANT SCBA ***					
A-G1FS444MA2C2LC R	MSA G1 XR Edition SCBA HP CONFIGURATION OPTIONS: 2025 NFPA Contract: Lake County - List Price: \$12,265.90 LESS 25.00% = \$9,199.43	38	EA	MSA SAFETY SALES, LLC	8,633.15
SYSTEM PRESSURE: 4 - 4500 PSIG CYLINDER CONNECTION: 4 - CGA REMOTE QUICK CONNECT HARNESS: 4 - SERVICEABLE TUNNEL WITH CHEST STRAP CRADLE TYPE: M - METAL BAND LUMBAR TYPE: A - ADJUSTABLE SWIVEL LUMBAR PAD REGULATOR TYPE: 2 - SOLID COVER LEFT SHOULDER REGULATOR HOSE TYPE: C - CONTINUOUS EMERGENCY BREATHING SUPPORT: 2 - UNIVERSAL EXTENDAIRE II SPEAKER MODULE: L - LEFT CHEST PASS: C - PASS TELEMETRY RIGHT SHOULDER BATTERY TYPE: R - RECHARGEABLE					
*** DOES NOT INCLUDE: MASK & CYLINDER ***					
10204946	CYL, G1, RC, 4500 PSIG, 45MINS W/ QC - ECLIPSE Contract: Lake County - List Price: \$2,371.00 LESS 25.00% = \$1,778.25	32	EA	MSA SAFETY SALES, LLC	1,609.95
10175710	CYL,G1 RC,4500 PSIG, 60 MINS W/QC Contract: Lake County - List Price: \$2,525.00 LESS 25.00% = \$1,893.75	6	EA	MSA SAFETY SALES, LLC	1,893.75
10161809	Fcpc, G1, FS, SM, SM NC, 4PT C-HARN,C-NS Contract: Lake County - List Price: \$666.00 LESS 25.00% = \$499.50	12	EA	MSA SAFETY SALES, LLC	435.18
10161810	Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-NS Contract: Lake County - List Price: \$666.00 LESS 25.00% = \$499.50	58	EA	MSA SAFETY SALES, LLC	435.18
10161811	Fcpc, G1, FS, LG, LG NC, 4PT C-HARN,C-NS Contract: Lake County - List Price: \$666.00 LESS 25.00% = \$499.50	18	EA	MSA SAFETY SALES, LLC	435.18

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



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Currency: \$

Description	Quantity	UoM	Vendor	Price	Total
APPLICATION: F FIRE (NFPA/NIOSH) FACEBLANK_SIZE: S SMALL, M MEDIUM, L LARGE FACEBLANK_MATERIAL: 1 HYCAR NOSECUP: S SMALL, M MEDIUM, L LARGE HEAD_HARNESS: 4 4 PT ADJUSTABLE KEVLAR NECK_STRAP: C CLOTH REGULATOR_CONNECTION: 1 FIXED PUSH-TO-CONNECT					
*** PROVIDED AT NO COST IN EXCHANGE FOR EQUIPMENT PURCHASED ON PO 20243627, 07/11/2024 EXCEPT FOR ONE (1) BATTERY CHARGER. ***					
A-G1FS444MA2C2LC R	G1 SCBA H-P CONFIGURATION OPTIONS: Contract: Lake County - List Price: \$12,265.90 LESS 25.00% = \$9,199.43	4	EA	MSA SAFETY SALES, LLC	0.00
SYSTEM PRESSURE: 4 - 4500 PSIG CYLINDER CONNECTION: 4 - CGA REMOTE QUICK CONNECT HARNESS: 4 - SERVICEABLE TUNNEL WITH CHEST STRAP CRADLE TYPE: M - METAL BAND LUMBAR TYPE: A - ADJUSTABLE SWIVEL LUMBAR PAD REGULATOR TYPE: 2 - SOLID COVER LEFT SHOULDER REGULATOR HOSE TYPE: C - CONTINUOUS EMERGENCY BREATHING SUPPORT: 2 - UNIVERSAL EXTENDAIRE II SPEAKER MODULE: L - LEFT CHEST PASS: C - PASS TELEMETRY RIGHT SHOULDER BATTERY TYPE: R - RECHARGEABLE					
*** DOES NOT INCLUDE: MASK & CYLINDER ***					
10204946	CYL, G1, RC, 4500 PSIG, 45MINS W/ QC - ECLIPSE Contract: Lake County - List Price: \$2,371.00 LESS 25.00% = \$1,778.25	4	EA	MSA SAFETY SALES, LLC	0.00
A-G1FPPM1M4C1	G1 FACEPIECE CONFIURATION OPTIONS: Contract: Lake County - List Price: \$369.95 LESS 25.00% = \$277.46	4	EA	MSA SAFETY SALES, LLC	0.00
APPLICATION: F FIRE (NFPA/NIOSH) FACEBLANK_SIZE: M MEDIUM FACEBLANK_MATERIAL: 1 HYCAR NOSECUP: M MEDIUM HEAD_HARNESS: 4 4 PT ADJUSTABLE KEVLAR NECK_STRAP: C CLOTH REGULATOR_CONNECTION: 1 FIXED PUSH-TO-CONNECT					
*** SPARE CYLINDERS *** *** MSA G1 SCBA CYLINDER PROMOTION *** PURCHASE ONE (1) COMPLETE G1 SCBA (BACKFRAME/HARNESS, CYLINDER & FACE PIECE) RECEIVE ONE (1) CYLINDER OF EQUAL VALUE AT NO ADDITIONAL COST.					
10204946	CYL, G1, RC, 4500 PSIG, 45MINS W/ QC - ECLIPSE Contract: Lake County - List Price: \$2,371.00 LESS 25.00% = \$1,778.25	36	EA	MSA SAFETY SALES, LLC	0.00
10175710	CYL,G1 RC,4500 PSIG, 60 MINS W/QC Contract: Lake County - List Price: \$2,525.00 LESS 25.00% = \$1,893.75	6	EA	MSA SAFETY SALES, LLC	0.00

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Description	Quantity	UoM	Vendor	Price	Total	
*** MSA G1 RIT SYSTEM ***						
10206313	G1 RIT SYSTEM, QC, 4500PSI, FCPC, REG, 6-Ft Q-F,UEBSS Contract: Lake County - List Price: \$7,002.00 LESS 25.00% = \$5,251.50	4	EA	MSA SAFETY SALES, LLC	5,134.80	20,539.20
10175710	CYL,G1 RC,4500 PSIG, 60 MINS W/QC Contract: Lake County - List Price: \$2,525.00 LESS 25.00% = \$1,893.75	4	EA	MSA SAFETY SALES, LLC	1,893.75	7,575.00
RBL303	L3 LITE-SPEED RIT BAG (RED) Contract: Lake County - List Price: \$369.95 LESS 10.00% = \$332.96	4	EA	TRUE NORTH GEAR, LLC	322.37	1,289.48
*** MSA SCBA ACCESSORIES ***						
10158385	G1 BATTERY CHARGING STATION Contract: Lake County - List Price: \$1,181.00 LESS 0.00% = \$1,181.00	4	EA	MSA SAFETY SALES, LLC	866.07	3,464.28
10148741-SP	BATTERY PACK, G1, RECHARGEABLE Contract: Lake County - List Price: \$610.00 LESS 0.00% = \$610.00	24	EA	MSA SAFETY SALES, LLC	447.33	10,735.92
10158407	G1 RFID READER/WRITER Contract: Lake County - List Price: \$1,128.00 LESS 0.00% = \$1,128.00	1	EA	MSA SAFETY SALES, LLC	827.20	827.20
10083875	TAG ASSY, ELECTRONIC ID, M7/G1 SCBA Contract: Lake County - List Price: \$69.00 LESS 0.00% = \$69.00	52	EA	MSA SAFETY SALES, LLC	50.60	2,631.20
10162403	ADAPTOR ASSY, QC to 1/4 NPT F, 5000 PSIG Contract: Lake County - List Price: \$778.00 LESS 0.00% = \$778.00	4	EA	MSA SAFETY SALES, LLC	570.53	2,282.12
10207584	G1 SCBA WASHING & DECON PLUG KIT Contract: Lake County - List Price: \$605.00 LESS 0.00% = \$605.00	4	EA	MSA SAFETY SALES, LLC	443.67	1,774.68
*** MSA SCBA TECHNICIAN TRAINING COURSE INCLUDED FOR ONE (1) PERSON, TRAVEL NOT INCLUDED ***						
MSACARE	MSA C.A.R.E - INITIAL CERTIFICATION - G1 SCBA - ZT-G1CARE-FIRE	1	EA	MSA SAFETY SALES, LLC	0.00	0.00
*** FIRST YEAR ANNUAL SCBA TESTING - OCCURS APPROXIMITY ONE YEAR AFTER DELIVERY ***						
MSAAFT	ANNUAL FLOW TEST - MSA G1 SCBA Contract: Lake County - List Price: \$90.00 LESS 0.00% = \$90.00	50	EA	TEN-8 FIRE & SAFETY, LLC	90.00	4,500.00
MSAAFT	ANNUAL FLOW TEST - MSA G1 RIT SYSTEM Contract: Lake County - List Price: \$90.00 LESS 0.00% = \$90.00	3	EA	TEN-8 FIRE & SAFETY, LLC	90.00	270.00

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Description	Quantity	UoM	Vendor	Price	Total	
MSAMLT	MASK LEAK TEST	100	EA	TEN-8 FIRE & SAFETY, LLC	35.00	3,500.00
Contract: Lake County - List Price: \$35.00 LESS 0.00% = \$35.00						
MSATRVL	MSA MOBILE TRAVEL SERVICE	326	MILES	TEN-8 FIRE & SAFETY, LLC	1.50	489.00
Contract: Lake County - List Price: \$35.00 LESS 0.00% = \$35.00						
*** REFERENCE SERVICE ESTIMATE 231030405 ***						
*** OHD MASK FIT TEST EQUIPMENT ***						
9519-4200	QUANTIFIT2 RESPIRATOR FIT TESTING STYEM WITH BLUETOOTH®	1	EA	OHD, LLLP	10,357.15	10,357.15
Contract: Lake County - List Price: \$10,900.00 LESS 0.00% = \$10,900.00						
SYSTEM INCLUDES - LOGIC SOFTWARE, ROLLER CASE, TRIPLE TUBE ASSEMBLY, USB CABLE, POWER SUPPLY, SHELL FOR BATTERY COMPARTMENT AND LIFETIME POWERTRAIN WARRANTY.						
3010-4023	QUANTIFIT2 RECHARGABLE BATTERY	1	EA	OHD, LLLP	450.00	450.00
Contract: Lake County - List Price: \$450.00 LESS 0.00% = \$450.00						
9513-0130F	MSA G1 PURE FIT TEST ADAPTOR	1	EA	OHD, LLLP	385.00	385.00
Contract: Lake County - List Price: \$385.00 LESS 0.00% = \$385.00						
10144231-SP	KIT,FILTER ADAPTER ASSY, G1 FACEPIECE	1	EA	MSA SAFETY SALES, LLC	186.00	186.00
Contract: Lake County - List Price: \$186.00 LESS 0.00% = \$186.00						
SERPG 9519-4020/5	5-YEAR GOLD SERVICE CONTRACT	1	EA	OHD, LLLP	6,595.00	6,595.00
Contract: Lake County - List Price: \$6,595.00 LESS 0.00% = \$6,595.00						
*** SERVICE CONTRACT ***						
INCLUDES CALIBRATION & MAINTENANCE CONTRACT, FULL WARRANTY THROUGH CONTRACT, OHD ACCESSORY ASSURANCE, ROUND TRIP SHIPPING, 3 DAY IN-HOUSE SERVICE TURNAROUND.						
PRICED PER LAKE COUNTY CONTRACT #22-730K, EXPIRES 7/31/2027						

Shipping:

Subtotal:	\$ 507,087.67
Freight:	\$ 225.00
Total Before Tax:	\$ 507,312.67
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 507,312.67

Valid Until: **12/26/2025**

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**MODIFICATION OF CONTRACT**

Modification Number: Nine (9) Effective Date: 8/1/2025	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to renew the agreement for two annual terms to expire on 07/31/2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>2/18/2025</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>cpike@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.02.18 09:03:26 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Eight (8) Effective Date: 5/14/2024	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add quantitative fit and bench flow testing for MSA SCBA per the attached pricing sheet.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>5/14/2024</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>info@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.05.15 07:18:13 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Ten-8 Fire & Safety, LLC</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.ten8fire.com		
SHOP LOCATION			
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com MSA Service: MSAservice@ten8fire.com		
2c	Labor for Equipment Repair (not under warranty)	\$115.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$65.00-/hour/person	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	\$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	\$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	\$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	\$243.00	Yes
	MSA Service Travel Fee	\$1.30/mile	Yes
	MSA SCBA Annual Flow Test	\$69.00	Yes
	MSA Annual Quantitative Facepiece Fit Testing	\$30.00	Yes
	MSA Personnel Facepiece Fit Testing	\$30.00	Yes
	MSA Labor Rate	\$120.00	Yes



MODIFICATION OF CONTRACT

Modification Number: Seven (7) <u>Effective Date: 2/28/2024</u>	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service <u>Effective Date: 08/01/2022</u>
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add vendor to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>2/28/2024</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>info@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel</u> Print Name: <u>Contracting</u> Title: <u>Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.02.28 10:26:53 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2024					
AquaEye	0.00%		NO	NO	https://vodasafe.ca/aquaeye/
Covert Armor	0.00%		NO	NO	https://www.covertarmor.com/
Seek Thermal	0.00%		YES	NO	https://www.thermal.com/



MODIFICATION OF CONTRACT

Modification Number: Six (6) <u>Effective Date: 2/20/2024</u>	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service <u>Effective Date: 08/01/2022</u>
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add vendor to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u><i>Cindy Morgan</i></u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>2/20/2024</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>info@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.02.20 09:05:57 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2024					
AquaEye	0.00%		NO	NO	https://vodasafe.ca/aquaeye/
Covert Armor	0.00%		NO	NO	https://www.covertarmor.com/



MODIFICATION OF CONTRACT

Modification Number: Five (5) <u>Effective Date: 9/28/2023</u>	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service <u>Effective Date: 08/01/2022</u>
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>9/28/2023</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.09.28 08:42:32 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Circul-Air	0.00%		NO	NO	https://circul-air-corp.com/
Fotokite	0.00%		NO	NO	https://fotokite.com/



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 8/1/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>3/1/2023</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>Debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>CPPB, Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.01 13:27:26 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 1/16/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>1/23/2023</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel</u> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Print Name: <u>CPPB,</u> Title: <u>Contracting Officer II</u> Date: <u>2023.01.24 07:55:05 -05'00'</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2023					
Arctic Compressors	0.00%		NO	NO	https://www.arcticcompressor.com/
Fire-Dex Gloves/Hoods	20.00%		NO	NO	https://www.firedex.com/hoods/
Fast Rescue Solutions	0.00%		NO	NO	https://www.fastrescuesolutions.com/
Darley & Co. (change in discount)	0.00%		NO	NO	http://www.darley.com/
Glassmaster Wehr (change in discount)	0.00%		YES	NO	http://glasmaster.com/
Groves Incorporated (change in discount)	5.00%		NO	NO	http://www.groves.com/
Junk Yard Dog (change in discount)	0.00%		NO	NO	http://junkyarddogindustries.com/
Rescue Tech (change in discount)	0.00%		NO	NO	http://www.rescuetechn1.com/
Task Force Tips (change in discount)	33.00%		YES	NO	http://www.tft.com/



MODIFICATION OF CONTRACT

Modification Number: Two (2) <u>Effective Date: 9/12/2022</u>	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service <u>Effective Date: 08/01/2022</u>
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u><i>Cindy Morgan</i></u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>9/14/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>Debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>CPPB, Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 10:35:04 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Rescue Intellitech	0.00%		No	No	https://www.rescueintellitech.com/en-us/



MODIFICATION OF CONTRACT

Modification Number: One (1) <u>Effective Date: 8/12/2022</u>	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service <u>Effective Date: 08/01/2022</u>
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>8/12/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>inf@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel,</u> CPPB, Contracting Title: <u>Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.08.12 08:31:46 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 1Lake County 17-0606L Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Ricochet	35.00%		No	No	https://www.ricochet-gear.com/



CONTRACT NO. 22-730K
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ten-8 Fire and Safety, LLC** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/26/2022, and Contractor's Bid response dated 3/24/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

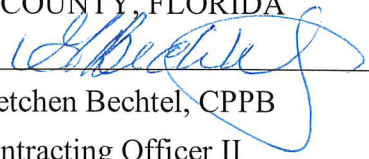
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

EXHIBIT A – SCOPE OF SERVICES

22-730

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. **Contents of Solicitation and Vendors' Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms:** Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

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The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

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- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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The undersigned hereby declares that: Ten-8 Fire & Safety, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 2950 59th Avenue Drive East

City: Bradenton State and ZIP Code: FL, 34203

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-228-8368 Fax: 941-756-2598

Federal Identification Number / TIN: 59-2812764

DUNS Number: 039680376

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Ten-8 Fire & Safety, LLC</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com		
2c	Labor for Equipment Repair (not under warranty)	\$115.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$65.00-/hour/person	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	\$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	\$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	\$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	\$243.00	Yes

Ten-8 Fire & Safety, LLC				
SAVE AND SUBMIT AS AN EXCEL FILE				
www.ten8fire.com				
Warehouse Location(s):		Bradenton, FL		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Ron Ribbens		
Email:		rribbens@ten8fire.com		
Emergency Phone:		941-650-8420		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrecue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control Technologies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/
Identifire	0.00%	No	NO	identifiresafety.com
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	30.00%	YES	NO	https://www.kochek.com/
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25.00%	No	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	5.00%	YES	NO	http://nationalfoam.com/
Nupla	30.00%	YES	NO	http://www.nuplacorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	5.00%	YES	NO	
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetechn1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistallc.com/spillarmor/
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter-tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/
Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/

TOWN OF JUPITER
Approval of a Dedication of a Perpetual Easement to Florida Power and Light Company
at Public Works Maintenance Facility.



DATE	December 16, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Resolution 134-25 for the Dedication of a Perpetual Easement to Florida Power and Light Company at the Public Works Maintenance Facility.

EXECUTIVE SUMMARY

Town staff is providing Resolution 134-25 for consideration by Town Council for approval to dedicate to the Florida Power and Light Company (FPL) a perpetual easement for the construction, operation and maintenance of underground electric utility facilities to provide electric service to Public Works Maintenance Facility.

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

ANALYSIS

FPL has developed design plans for providing electric service for the new metal buildings at the Public Works Maintenance Facility site. FPL requires the easement be recorded prior to scheduling the project to their contractor for construction. This easement provides FPL with perpetual access for the construction, operation, and maintenance of underground electric utility facilities which may be added to or altered from time to time.

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

Town staff is providing Resolution 134-25 for consideration by Town Council for approval to execute the FPL Easement document.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 134-25 pdf
2. FPL Easement Documents

FUNDING SOURCE

*Funding is not necessary for this request.

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

RESOLUTION NO. 134-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE APPROVAL OF THE DEDICATION OF A PERPETUAL EASEMENT TO FLORIDA POWER AND LIGHT COMPANY AT PUBLIC WORKS MAINTENANCE FACILITY

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

WHEREAS, Florida Power and Light Company (FPL) developed design plans for providing electric service to Public Works Maintenance Facility; and

WHEREAS, FPL requires perpetual easement rights within Town of Jupiter owned land lying within the Public Works Maintenance Facility at 3131 Washington Street; and

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

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

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the FPL's Easement document, a copy of which is attached hereto and incorporated herein as Exhibit "1".

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

Work Request No. 14064866**UNDERGROUND EASEMENT
(BUSINESS)**Sec. 04, Twp 41, Rge 42Parcel I.D. 30424104000001020
(Maintained by County Appraiser)

This Instrument Prepared By

Name: Andrew Boutte
Co. Name: Florida Power and Light
Address: 100 S Delaware Blvd
Jupiter, FL 33458

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

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

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

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

Signed, sealed and delivered in the presence of:

Town of Jupiter_____
(Witness' Signature)

By: _____

Print Name: _____
(Witness)Print Name: Jim KuretskiPrint Address: 210 Military Trail
Jupiter, FL 33458Print Title: MayorPrint Address: 210 Military Trail
Jupiter, FL 33458_____
(Witness' Signature)

Print Name: _____

(Witness)
Print Address: 210 Military Trail
Jupiter, FL 33458

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

My Commission Expires:

Notary Public, Signature

Print Name _____

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

THE TOWN OF JUPITER

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

BY: _____

Jim Kuretski, Mayor

ATTESTED BY: _____

Merriane Lahmeur, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

Thomas J. Baird

Town Attorney

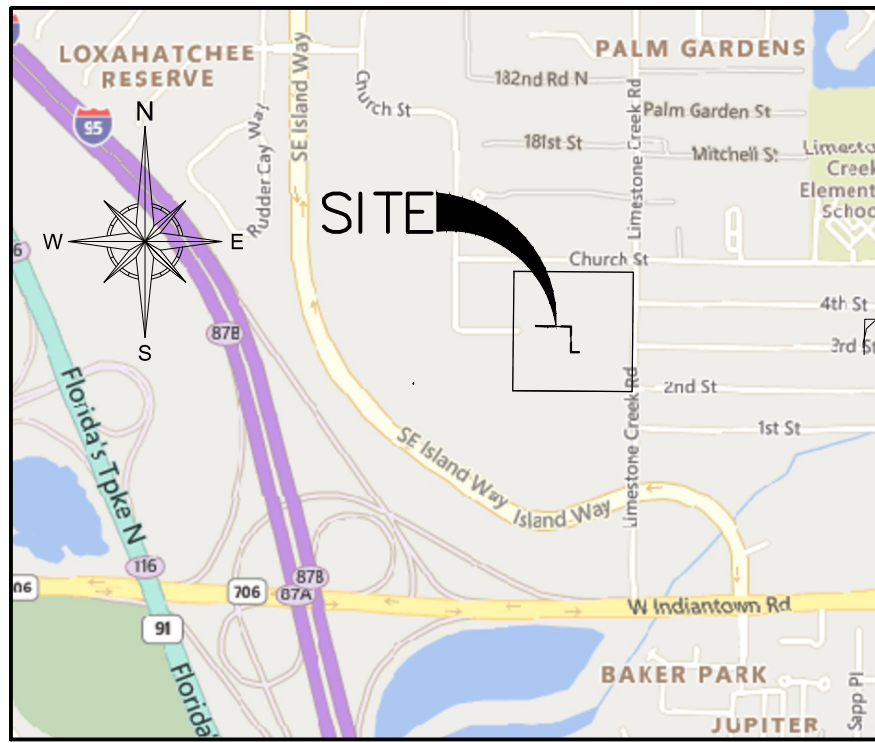
The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2025, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida driver's license as identification and did not take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

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AND DISTANCES AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF $S0^{\circ}36'38''W$ ALONG THE WEST PROPERTY LINE OF OFFICIAL RECORDS BOOK 6585, PAGE 219 OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON NOVEMBER 14, 2025, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON November 18, 2025

SHEET NO. 1
OF 3 SHEETS
PROJECT NO.
2011830.019
(25-54A)

DATE	REVISIONS

A PORTION OF O.R.B. 6585, PAGE 219
PALM BEACH COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

DATE 11/14/2025
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTIONFLORIDA POWER & LIGHT EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6585, PAGE 219 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST. THE CENTERLINE OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6585, PAGE 219; THENCE SOUTH 0°36'38" WEST ALONG THE WEST LINE OF SAID PROPERTY, 426.65 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°23'22" EAST, 172.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°44'06" EAST, 72.20 FEET; THENCE SOUTH 89°25'47" EAST, 204.85 FEET; THENCE SOUTH 0°12'30" WEST, 201.04 FEET; THENCE EAST, 65.50 FEET TO THE POINT OF TERMINUS.

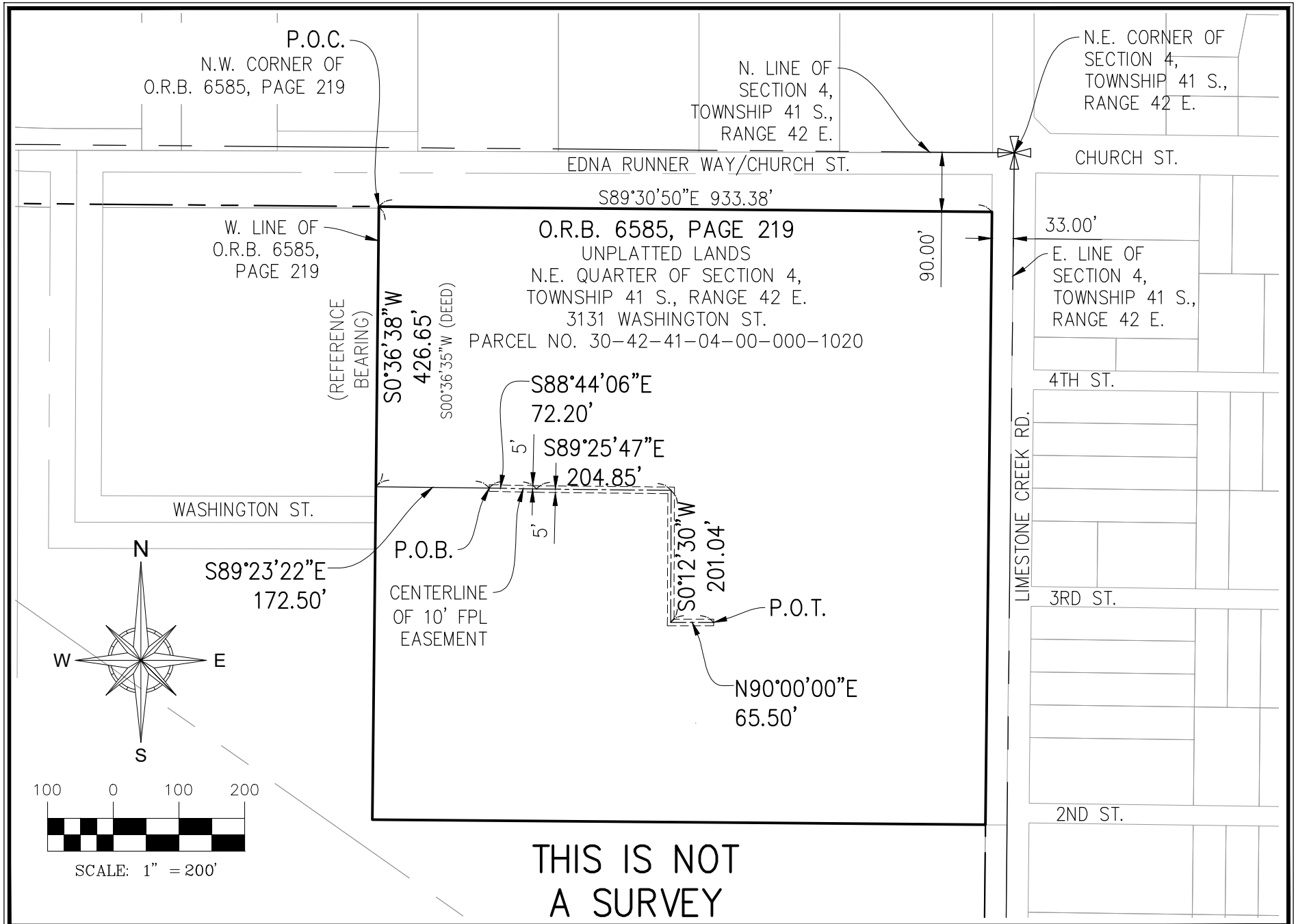
CONTAINING 5,436 SQUARE FEET OR 0.125 ACRES, MORE OR LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

FPL	FLORIDA POWER & LIGHT
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS

SHEET NO. <u>2</u> OF <u>3</u> SHEETS PROJECT NO. <u>2011830.019</u> (25-54A)	<u>DATE</u>	<u>REVISIONS</u>	A PORTION OF O.R.B. 6585, PAGE 219 PALM BEACH COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION FLORIDA POWER & LIGHT EASEMENT	DATE <u>11/14/2025</u> SCALE <u>NOT TO SCALE</u> FIELD BK. _____ DRAWING BY <u>D.B.</u> CHECKED BY <u>E.A.L.</u>	B BETSY LINDSAY A DIVISION OF HALEY WARD, INC. 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933 FAX LICENSED BUSINESS NO. 6852



SHEET NO. 3
OF 3 SHEETS
PROJECT NO.
2011830.019
(25-54A)

DATE	REVISIONS

A PORTION OF O.R.B. 6585, PAGE 219
PALM BEACH COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

DATE 11/14/2025
SCALE 1" = 200'
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

TOWN OF JUPITER
JFRD Abacoa Temporary Fire Station



DATE	December 16, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Resolution 121-25, Quasi-Judicial - Abacoa Temporary Fire Station, Special Exception for a Public Use and Site Plan amendment application for a temporary fire station in the northwest parking lot of the Abacoa Community Park.

EXECUTIVE SUMMARY

Consideration of a special exception and site plan amendment application for a temporary fire station located in the northwest parking lot of the Abacoa Community Park.

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

ANALYSIS

The proposed temporary fire station is necessary in order to train JFRD staff prior to starting service. In addition, the station will allow the Town to assess Station 16 on Military Trail in Abacoa upon PBC Fire Rescue vacating the building, make any necessary repairs, install furniture, and perform any needed renovations. At present time, the necessary scope of work at Station 16 is unknown. A meeting between JFRD and PBC staff is planned to discuss the turnover in January 2026. Town Staff has been in contact with the Independence Middle School and surrounding communities to inform them of the temporary fire station use.

The temporary fire station structure is currently located abutting the Town Municipal campus at the southeast corner of Indiantown Road and Daniels Way. If approved, it will be relocated to Abacoa Community Park in early 2026. The temporary fire station will be completed and ready for occupancy by mid-2026 to start training staff. Once Station 16 is ready for JFRD occupancy, the temporary station will be removed and the park will be restored to its existing condition.

The recommended conditions include requirements that the temporary station be removed within 60 days of completion of any needed renovations to Station 16 to provide assurances for the surrounding residents that the temporary structure will be removed in a timely manner when it is no longer operationally necessary. In addition, conditions are included for water connection fees to be paid per code. The proposed project includes the addition of landscaping for the park to both screen the structure and beautify the park.

PLANNING AND ZONING RECOMMENDATION:

At their November 13, 2025 meeting, the Planning and Zoning Commission recommended approval (by a 6 to 1 vote with Comm. Vinson dissenting) of the above mentioned application subject to the conditions in Resolution 121-25.

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. Resolution 121-25
2. Staff Report and Attachments
3. Presentation
4. Plans

FUNDING SOURCE

*Funding is not necessary for this request.

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

RESOLUTION NO. 121-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SPECIAL EXCEPTION USE AND AMENDING A SITE PLAN APPROVING A TEMPORARY FIRE STATION IN THE NORTHWEST PARKING LOT OF ABACOA COMMUNITY PARK, ON A 21.7± ACRE PROPERTY, LOCATED AT 1501 WEST FREDERICK SMALL ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) is the Owner (the “Owner”) of approximately 21.7± acres of property, the legal description of which is attached hereto and incorporated herein as Exhibit A (the “Subject Property”); and,

WHEREAS, the Subject Property’s address is 1501 West Frederick Small Road and,

WHEREAS, Kimley-Horn and Associates, Inc. as the Owner’s agent (the “Agent”) has submitted an application for a special exception use and site plan amendment to authorize the construction of a temporary fire station (the “Application”); and,

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

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

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

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

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

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

49 **Section 2.** The Town Council hereby approves a special exception use and an
50 amendment to the site plan for the placement of a temporary fire station upon the
51 Subject Property.

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

54 1) The Owner shall install and maintain all improvements in compliance with the
55 following:

56 a) Site Plan, prepared by Kimley-Horn and Associates, Inc., referenced as
57 "C-102", dated 10/13/25, received and dated by the Department of
58 Planning and Zoning on 10/15/25.

59 b) Engineering and Grading Plan, prepared by Kimley-Horn and Associates,
60 Inc., referenced as "C-400", dated 10/13/25, received and dated by the
61 Department of Planning and Zoning on 10/15/25.

62 c) Landscape Plan, dated 10/15/25, received and dated by the Department
63 of Planning and Zoning on 10/15/25.

64 d) Traffic Impact Study, dated 10/10/25, received and dated by the
65 Department of Planning and Zoning on 10/15/25.

66 e) Statement of Use, prepared by Kimley-Horn and Associates, Inc., dated
67 10/03/25, received and dated by the Department of Planning and Zoning
68 on 10/15/25.

69 2) The uses conducted on the Subject Property shall be consistent with the
70 Statement of Use, prepared by Kimley-Horn and Associates, Inc., dated
71 10/03/25, received and dated by the Department of Planning and Zoning on
72 10/15/25.

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

78 4) **Site Plan.** Within 60 days of the Owner's receipt of a Certificate of Completion for
79 work at Station 16, the Owner shall remove the temporary fire station and
80 associated structures and restore the site back to its original condition.

81 5) **Water.** Connection fees required by the utilities department shall be paid prior to
82 setting the meter for the temporary fire station.

83 6) **Miscellaneous.** The conditions of approval herein shall apply to the Owner, and
84 its successors and assigns.

85 **Section 4.** Should any section or provision of this Resolution, or any portion
86 thereof, and paragraph, sentence, or word, ever be declared by a court of competent

87 jurisdiction to be invalid, such decision shall not affect the validity of the remaining
88 portion of this resolution.

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

90

91 Attachments: Exhibit "A" – Legal Description

92 #7490123 v1 26503-00001

LEGAL DESCRIPTION

Tracts MP1R and MP2R of ABACOA-PLAT NO 3, according to the Plat Thereof recorded in Plat Book 88 Page 154 through 159 inclusive, Public Records of Palm Beach County Florida.

**Jupiter Fire Rescue Department Abacoa Temporary Fire Station
TOWN MANAGER'S OFFICE**



DATE: December 16, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Abacoa Temporary Fire Station** (quasi-judicial) – Special Exception for a Public Use and Site Plan amendment application for a temporary fire station in the northwest parking lot of the Abacoa Community Park, on a 21.7± acre property, located 1501 W Frederick Small Road. (PZ 25-6582 & 6583)

Res. #121-25
PZ 25-6582 & 6583
G. Watson

P&Z Commission: 11/13/25
Town Council: 12/16/25

Project Information

Project Name:	Jupiter Fire Rescue Department (JFRD) Temporary Fire Station at Abacoa Community Park
Owner/Applicant:	Town of Jupiter
Location:	1501 W Frederick Small Road (northwestern parking lot of Abacoa Community Park)
Acreage:	21.7 ± acres
Future Land use:	Mixed Use
Zoning:	Recreation (REC) subdistrict of the Mixed Use (MXD) Zoning District
Existing uses:	Parking Lot
Proposed uses:	Temporary Fire Station and associated improvements
Request:	Special Exception and Site Plan applications for a Temporary Fire Station, equipment shed, and truck canopy (see Attachment A).

Applicant issues

The applicant has no issues.

Planning and Zoning Commission Recommendation

At their November 13, 2025 meeting, the Planning and Zoning Commission recommended approval (by a 6 to 1 vote with Comm. Vinson dissenting) of the above mentioned application subject to the conditions in ***Resolution 121-25***.

Staff Compliance Review Summary

The requested special exception and site plan amendment will be in compliance with the Town Code subject to the conditions in **Resolution #121-25** related to the removal of the structure within 60 days of completing modifications at Abacoa Fire Station 16 and the payment of connection fees prior to installation of the water meter.

Project Data

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

Table 1: Adjacent Properties to Abacoa Community Park

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Public school (Independence Middle School)	Mixed Use/MXD, Institutional (IN) subdistrict
South	Spring Training practice fields and multifamily (Antigua)	Mixed Use/MXD, Recreational (REC) and Town Center (TC) subdistricts
East	Abacoa Greenway	Mixed Use/MXD, Edge Area (EA) subdistrict
West	Duplex and multifamily residential (Tuscany and Antigua)	Mixed Use/MXD, Recreational (REC) subdistrict

Table 2: Site Plan

	<i>MXD, Recreation (REC) subdistrict requirements [27-1114]</i>	Owner's proposal
Lot width (minimum)	100 feet	1,160 feet (approx.)
Lot depth (minimum)	150 feet	650 feet (approx.)
Front setback (South)	20 feet	520 feet (approx.)
Rear setback (North)	20 feet	69 feet (approx.)
Side setback (East)	20 feet	975 feet (approx.)
Side corner setback (West)	10 feet	44 feet (approx.)
Lot coverage	50 percent	1.7 percent ¹
Building Height (Maximum)	50 feet	14 feet

Table 3: Landscaping

	Minimum requirements	Owner's proposal
Percentage of native plant material		
Street trees in MXD-REC	75 percent	100 percent (existing)
Trees	50 percent	98 percent
Palms	50 percent	80 percent
Shrubs	50 percent	90 percent

Table 4: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Not required ²
Net daily trips	26
Net AM peak hour trips	-
Net PM peak hour trips	3

¹ Lot coverage listed is for all structures in the park

² As the station only has impacts on Town owned roads, PBC TPS approval is not required per the Town's Traffic Engineer.

Table 5: Parking for Fire Station

Parking requirements	Required	Provided
Standard Space	N/A ³	44
Handicapped parking spaces	1	2
Total		46

Table 6: Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes

Table 7: Pedestrian Amenities

Parking requirements	Required ⁴	Provided ⁵
Bicycle Rack	-n/a	-n/a
Bench	-n/a	-n/a
Trash receptacle	-n/a	-n/a

Background

Date	Description
1997	Town Council approved the Abacoa Recreation Plan, as provided in the condition of the Development Order for the Abacoa DRI. This plan included this public park as well as the trails located to the east of the subject property. The park was planned to be constructed in two (2) phases. Phase I, generally the southwest half of the property, is complete and operational, consisting of tennis courts, a skateboard park, , basketball courts, racquet ball courts, a tot lot, roller hockey area and parking. Phase II was initially approved to consist of additional parking, five baseball fields and a press box/ concession building.
2014	Town Council approved an amendment to the previously approved Phase II site plan, generally the northeast half of the property, to change the five approved baseball fields to four lighted multi-purpose fields, change the approved 1,920 square foot pressbox/concession stand to a 4,268 square foot multi-purpose building (concession/restrooms/storage), add a walking path and expand the parking lot.

Station 16, located on Military Trail, currently services the southern part of the Town. At present time, Palm Beach County Fire Rescue (PBCFR) occupies the building. PBCFR will continue to occupy the building until fire service transfers to the Town on October 1, 2026, at which time the facility will be granted back to the Town per the original agreement. The proposed temporary fire station is necessary in order for the Jupiter Fire Rescue Department (JFRD) to train staff within their future service area, as they cannot share Station 16 while PBCFR is occupying it. The temporary station will allow JFRD to train prior to starting service and will allow the Town to assess Station 16 upon PBCFR vacating the building, make any necessary repairs and

³ Pursuant to Section 27-2828(Table1), for uses not listed the number of spaces is to be determined by the Director of Planning and Zoning. The Fire Chief has provided information related to the number of spaces based on the number of employees and members of the public anticipated on site, while accounting for shift change overlap.

⁴ There is no requirement for pedestrian amenities for government facilities

⁵ Pedestrian amenities are provided throughout the park. Staff has not recommended additional pedestrian amenities for this application because of the temporary nature.

modifications, and perform any renovations needed. At present time, the necessary scope of work at Station 16 is unknown.

The existing parking lot where the proposed temporary station is located serves as parking for the park as well as teachers of Independence Middle School during the school year. Town Staff has been in contact with the school and surrounding communities to inform them of the temporary use of that space for the fire station.

The temporary fire station structure is currently located adjacent to the municipal campus at the southeast corner of Indiantown Road and Daniels Way. If approved, it will be relocated to Abacoa Park in early 2026. The temporary fire station will be completed and ready for occupancy by mid-2026 to start training staff. Once Station 16 is ready for JFRD occupancy, the temporary station will be removed and the park will be restored to its existing condition.

The proposed plan includes landscaping improvements to enhance the street edge required by the Town Code. The landscape plan calls for additional plantings east of the park entrance on Frederick Small Road, as well as plantings along Greenway Drive to provide screening for the temporary station (see **Landscaping** section below for more details).

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. Based on the uses proposed on the subject property, the request is consistent with the CLUP. The proposed request is consistent with the Comprehensive Plan and Town Code. In general, fire stations are integrated and essential parts of the community they serve. The proposed temporary fire station is placed in proximity to the service area of Station 16 to allow for JFRD to train personnel and make any necessary modifications to Station 16 to ensure the long term viability of the permanent station. It is common that fire stations are located on property shared with other governmental uses and in close proximity to residential neighborhoods.

Permitted Uses. Pursuant to Section 27-1160, entitled "Mixed use development subdistrict use classification", public uses, which include Government services including, but not limited to, fire stations, police stations, libraries and town halls are a special exception in the Recreation subdistrict.

Site Plan. The proposed site plan is in conformance with the requirements of Chapter 27, entitled "Zoning" with the staff recommended conditions. The station will remain on the subject property until Abacoa Fire Station 16 located on Military Trail can be assessed, renovated, and occupied by JFRD. In order to ensure that the temporary fire station is removed in a timely manner, staff has recommended **that the temporary station be removed by the property within 60 days of the Town obtaining a Certificate of Completion for any work needed in Station 16.** This will allow for transition time, but provide assurances to the surrounding neighbors that the structure will be removed shortly after it is decommissioned.

Landscaping. The proposed development is in conformance with Chapter 23, entitled "landscaping" with the proposed landscape additions as noted on the landscape plan. Given the temporary nature of the project, Natural Resources staff prepared the landscape plan. Per Section 23-66, the Director of Planning and Zoning can accept landscape plans that are not

signed and sealed from a registered landscape architect. Staff is deferring the decision to accept the landscape plan prepared by staff to the Town Council, as is typical with public hearing items. The landscape plan provides for a mixture of in ground landscaping along the street edges as well as potted plants, where utility line conflicts occur, placed in close proximity to the temporary station in order to provide additional screening. When the temporary station is removed, the potted plants can be repurposed or planted in suitable locations. The landscape plan also includes additional plantings east of the entrance to Abacoa Community Park in order to provide compliance with the landscaping street edge requirements per Section 27-1140(i)(2).

Parking. The proposed development is in conformance with Chapter 27, Article XI, Division 32, entitled “Parking Regulations”. The Town Code does not provide a minimum number of parking spaces for fire stations or for park uses. Pursuant to Section 27-2828 (Table1), for uses not listed the number of spaces is to be determined by the Director of Planning and Zoning. The Fire Chief has provided information related to the number of spaces based on the number of employees and members of the public accessing the building for assistance, while accounting for shift change overlap. Staff is deferring the decision on the number of parking for the fire station to the Town Council, as is typical with public hearing items.

Architecture. The proposed building will be compatible to other buildings in the surrounding area since it is neutral color, one story (14’ tall) building that will be landscaped with foundation plantings and is temporary in nature.

Traffic. The proposed application is subject to conformance with the Town's traffic performance standards. The station's influence area is limited to the direct access roadways, all of which are Town-maintained local roads in accordance with the Palm Beach County Traffic Performance Standards (TPS). Therefore, it is not necessary to forward the Traffic Impact Study to the County for an official concurrency review. Submitting the document to the Palm Beach County Traffic Concurrency Manager for record will be sufficient. The proposed Fire Station is anticipated to produce 26 Net Average Daily Trips (ADT) and 3 Net PM Peak Hour trips (See Attachment B).

Water. Consistent with code requirements, a condition is recommended that **connection fees be paid prior to the Town's Utility Department setting the water meter for the new temporary Fire Station.**

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 11 of the 12 criteria and will meet all the criteria with the conditions noted below.

Staff comment: Staff has recommended a condition of approval to ensure compliance with:

- Chapter 20, Article II entitled “Water System Extension Policy”.

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 has satisfied all of the minimum criteria.

Attachments.

Attachment A – Statement of Use

Attachment B – Traffic Impact Study

* Please contact Garret Watson at garretw@jupiter.fl.us 561-741-2549 in order to obtain a copy of the proposed plans or any attachments.



Statement of Use

JFRD Temp Fire Station

Town of Jupiter

Initial Submittal: October 3, 2025

REQUEST

On behalf of the Town of Jupiter, the applicant Kimley-Horn Associates, Inc. respectfully requests approval for the Site Plan Modification and Special Exception of a temporary fire station trailer and carport canopy located at the Abacoa Community Park.

SITE CHARACTERISTICS

The subject site affected area is 1.5 acres in the northwest corner of Abacoa Community Park. The park is located on the north corner intersection of Frederick Small Road and Greenway Drive at 1501 Frederick Small Road, Jupiter, FL 33458; identified by parcel number 30-42-41-14-01-013-0020. The future land use (Mixed-Use) of the subject site. The zoning of the subject site is Recreational (REC). Abacoa Community Park features amenities such as pickle ball courts, skate park, playing fields, parking and walking paths throughout the area.

SURROUNDING USES

The subject site is surrounded by mixed-use and falls within the Recreational Zoning. Independence Middle School is located to the north. Residential homes to the west, and natural area to the east. The Roger Dean Chevrolet Stadium and residential homes are both located south.

The following table shows the FLU, zoning, and uses of properties adjacent to the subject property:

Surrounding Uses Table			
	FLU	Zoning District	Existing Use
Subject Site	Mixed-Use	Recreational	Community Park
North	Mixed-Use	Institutional	School
East	Mixed-Use	Edge Area	Natural Area
South	Mixed-Use	Residential, Town Center	Stadium
			Residential
West	Mixed-Use	Town Center	Residential

PROPOSED DEVELOPMENT PROGRAM

The Town of Jupiter has recently launched the Jupiter Fire Rescue Department (JFRD), granting them control over logistic pertaining to fire rescue and emergency services in the Town. The station is scheduled for service starting June 2026 and remain in operation till March 2027. The Abacoa Community Park location is for temporary use to provide emergency services while the two stations located at Cinquez Park and Piatt Place are under construction. Once the two stations are scheduled for completion by October 2026. Operations will cease for the Abacoa temporary station by March 2027 and the trailer will be removed from site within 60 days.

The proposed development is for a one-story, 1,911 square foot temporary fire station trailer and 980 square foot carport canopy owned and operated by the Town of Jupiter and JFRD. Per **Section 27-1297. Use Regulations**, emergency and safety facilities, including fire stations zoning classification as “Public Use” and qualifies as a special exception use in the REC zoning district. The existing parking lot are to remain as is with some additional sidewalk to provide public access from the right-of-way and extend utility services to the trailer. Landscape screening will be provided by the Town of Jupiter along Greenway Drive.

Operations of the temporary fire station are as follows. The temporary fire station will take calls for emergency services within the Town of Jupiter. These operations will be handled by a total of eighteen personnel over 3 shifts (6 personnel per shift). The site will include a housing trailer for staff and carport and shed to store response vehicles and equipment.

The Town of Jupiter is coordinating public outreach for the temporary fire station and coordinating with the adjacent school and neighborhoods to ensure minimal impacts to the surrounding area.

Per **Section 27-2828. Standards for required off-street parking and loading spaces**, the number of parking spaces required for the temporary fire station is to be determined by the director of planning and zoning. Existing parking provides 61 spaces. With the placement of the temporary fire station 44 spaces will remain with 12 spaces designated to fire staff for shift changes with the remaining 32 spaces to remain open to the public. The 12 spaces provides flexibility for an overlap of staff as they come and go from their shifts and will be enough for people using the Abacoa Community Park. Fire trucks will use the driveway access connecting onto Greenway Drive when entering and exiting the temporary fire station.

CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS

Criteria for Special Exceptions

Per **Section 27-177. Criteria for special exceptions**, the following criteria have been met:

“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.”



The proposed temporary fire station is one story and is 1,911 building footprint. The temporary fire station will provide valuable fire rescue and emergency services to the community. The station is temporary and will not generate a significant increase in traffic.

“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.”**

The development currently will provide 44 spaces, 12 of which will be designated to 12 employees. Each shift at the fire station will have a minimum of 6 employees, meaning that the parking lot not only provides flexibility between overlapping shifts, but also prevents an overflow of automobiles in Aboacoa Community Park. There will be a slight increase in noise in the area from sirens as emergency vehicles leave the station to respond to an emergency. This increase in noise, however, will not have not have a detrimental impact as the sirens or horns will only sound when emergencies arise, and will not stay in the subject site. Though there will be a slight increase in traffic on Greenway Drive as JFRD staff come into and out of the property, traffic flow will not be significantly impact as this is a temporary service.

Criteria for Site Plan Review

Per **Section 27-175. Criteria for site plan review**, the following criteria have been met:

“The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.”

The proposed development is consistent with the goals, objectives, and policies of the of the Town of Jupiter Comprehensive Plan as reflected in the “Consistency with the Comprehensive Plan” section of this statement of use.

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

The proposed development is consistent with the Palm Beach County Unified Land Development Code where applicable.

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

The proposed development is compatible with the Town of Jupiter Land Development Regulations as reflected in the “Proposed Development Program” and “Consistency with Land Development Regulations” sections of this statement of use.

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

The character of the proposed development is compatible and consistent with the surrounding uses in mass height and setback as provided in the justification with "Criteria for Special Exceptions."

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

Traffic may pause when emergency vehicles exit the temporary station in response to emergencies, but overall, the proposed development does not create or excessively increase traffic congestion in the area.

"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."

Concurrency review are in progress and are assumed to be adequate based on the previous concurrency review for the temporary fire station.

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

The temporary trailer is one-story, and the subject property has a lot coverage of approximately 0.7%. therefore, the proposed development does not significantly reduce light and air to adjacent properties.

"The proposed development does not adversely affect property values in adjacent areas. The proposed development would not be a deterrent to the improvements or development of adjacent in accordance with existing regulations."

The proposed development is temporary, therefore it will not adversely affect property values and is not deterrent to the improvement of development of adjacent areas.

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

Noise generated by emergency vehicles sirens or horns does not create significant noise pollution. The proposed development does not create visual pollution.

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

The proposed development does not negatively impact adjacent natural systems or public facilities. The temporary fire station does not affect the existing runoff conditions.

REC Zoning District Regulations

Per **Section 27-1114. Recreational Subdistrict (REC)**, the following standards have been met:

REC Zoning District Regulations		
	Required	Provided
Minimum Lot Width	100 feet	728 feet
Minimum Lot Depth	150 feet	1351 feet
Minimum Setbacks		
Front	20 feet	20 feet
Site (Interior)	20 feet	20 feet
Side (Corner)	10 feet	10 feet
Rear	20 feet	20 feet
Maximum Building Height	23' 5"	14'
Maximum Percent Lot Coverage	50%	0.70%

CONCLUSION

The proposed development for a temporary fire station within Abacoa Community Park along Greenway Drive is consistent with the town of Jupiter's Land Development Regulations and Comprehensive Plan. Emergency and safety service facility use is a special exception use within the REC zoning district. The 44 parking spaces that will serve the lot under the temporary condition meet the minimum 12 parking space requirement as determined by Fire Chief Derrel Donatto and prevents an excessive increase in automobiles near the Independence Middle School along Greenway Drive. The fire station will be temporarily located on site for approximately 6 months. Within the short time the station will be located on site, the proposed fire station will bring valuable fire rescue and emergency services to the area, increasing the safety of the neighborhood.

Sincerely,



Jason A. Webber, P.E.
Vice President

Traffic Impact Study

For



JFRD Temporary Fire Station Jupiter, Florida

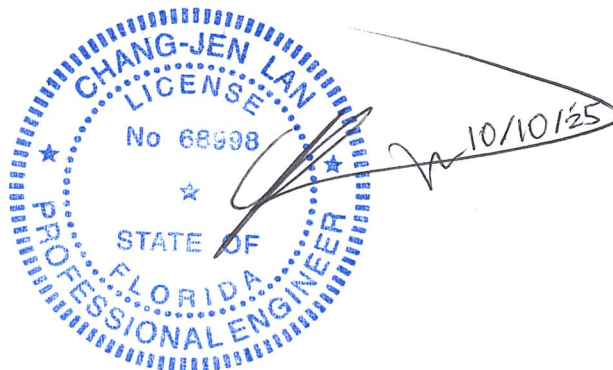
Prepared for
Town of Jupiter, Jupiter, Florida

By
Chang-Jen Lan, Ph.D, P.E.

210 Military Trail

Jupiter, FL 33458

Tel: 561-741-2538; Email: cjl@jupiter.fl.us



October 2025

Engineering Division, Town of Jupiter

Introduction

The proposed temporary fire station under the Jupiter Fire Rescue Department (JFRD) will be located on the existing parking lot at the northwestern corner of Abacoa Community Park, adjacent to Jupiter Middle School. The facility will include a 27.3' x 70' temporary dormitory trailer and will be operated with an Enforcer pumper truck and a paramedic emergency vehicle. Construction is anticipated to be completed by May 2026, with the temporary facility becoming operational in June 2026. The station will be staffed by six personnel per shift.

For traffic concurrency determination purposes, the Traffic Impact Statement must demonstrate whether the proposed facility will generate a significant number of vehicular trips that could adversely affect the level of service on adjacent roadways and intersections within the defined radius of influence. If such impacts are identified, appropriate mitigation measures must be proposed to offset the adverse effects.

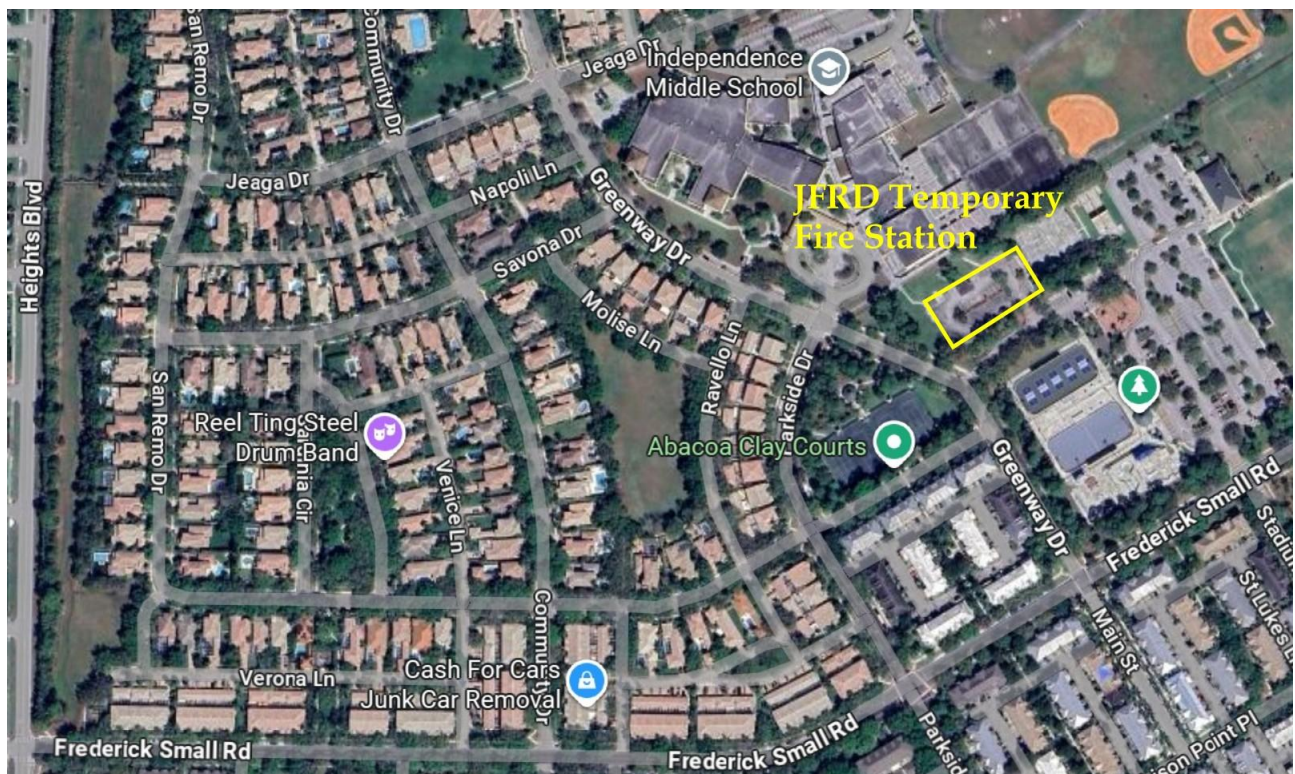


Exhibit 1. Project site location

Trip Generation Analysis

The ITE Trip Generation Handbook, 11th Edition was used to predict the number of trips generated by the subject facility. For a temporary fire station that houses firefighting apparatus such as a pumper truck, emergency service vehicles and equipment, as well as personnel providing emergency medical or firefighting services, the ITE Land Use Code 575 (Fire Station) is applied. However, in the 11th Edition, only PM peak hour trip data are available. To estimate the daily trips, a K-factor of 0.1 is used to derive the daily trip rate from the PM trip rate. The AM trip rate remains unknown. Bypass trips are not available and also considered non-applicable for a fire station.

The trip generation rates and directional distribution data for weekdays are summarized in Table 1. It is estimated that the temporary fire station will generate 3 PM peak hour trips and 26 daily trips.

Table 1. Trip generation data for the temporary fire station

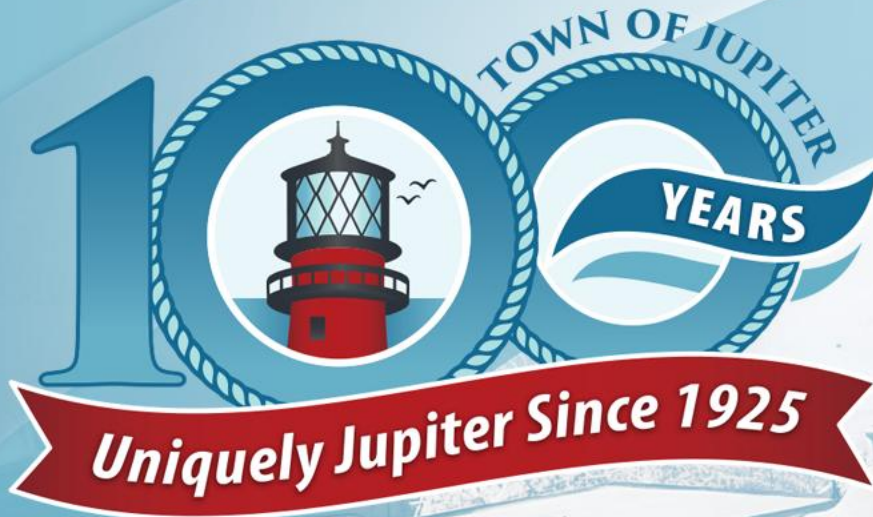
Land use	Intensity	Time Period	Trip generation rate (enter/exit)	Total trips			Bypass Total	Net external trips		
				In	Out	Total		In	Out	Total
Fire & Rescue Station (ITE 575)	6 employees	Daily	4.4 (50% / 50%)	13	13	26	-	13	13	26
		AM peak	-	-	-	-	-	-	-	-
		PM peak	0.44 (29% / 71%)	1	2	3	-	1	2	3

Conclusions

As indicated in the Trip Generation Analysis, the proposed project is expected to generate 26 net external daily trips and 3 PM peak hour trips. The radius of influence is only limited to the directly accessed links which are all Town local roads. The resulting traffic impact is considered insignificant; therefore, no further traffic concurrency evaluation is required. The proposed project meets the traffic performance standards of both Palm Beach County and the Town of Jupiter.

TOWN OF JUPITER

Abacoa Temporary Fire Station Special Exception and Site Plan Applications



CENTENNIAL
CELEBRATION
1925 - 2025

Background

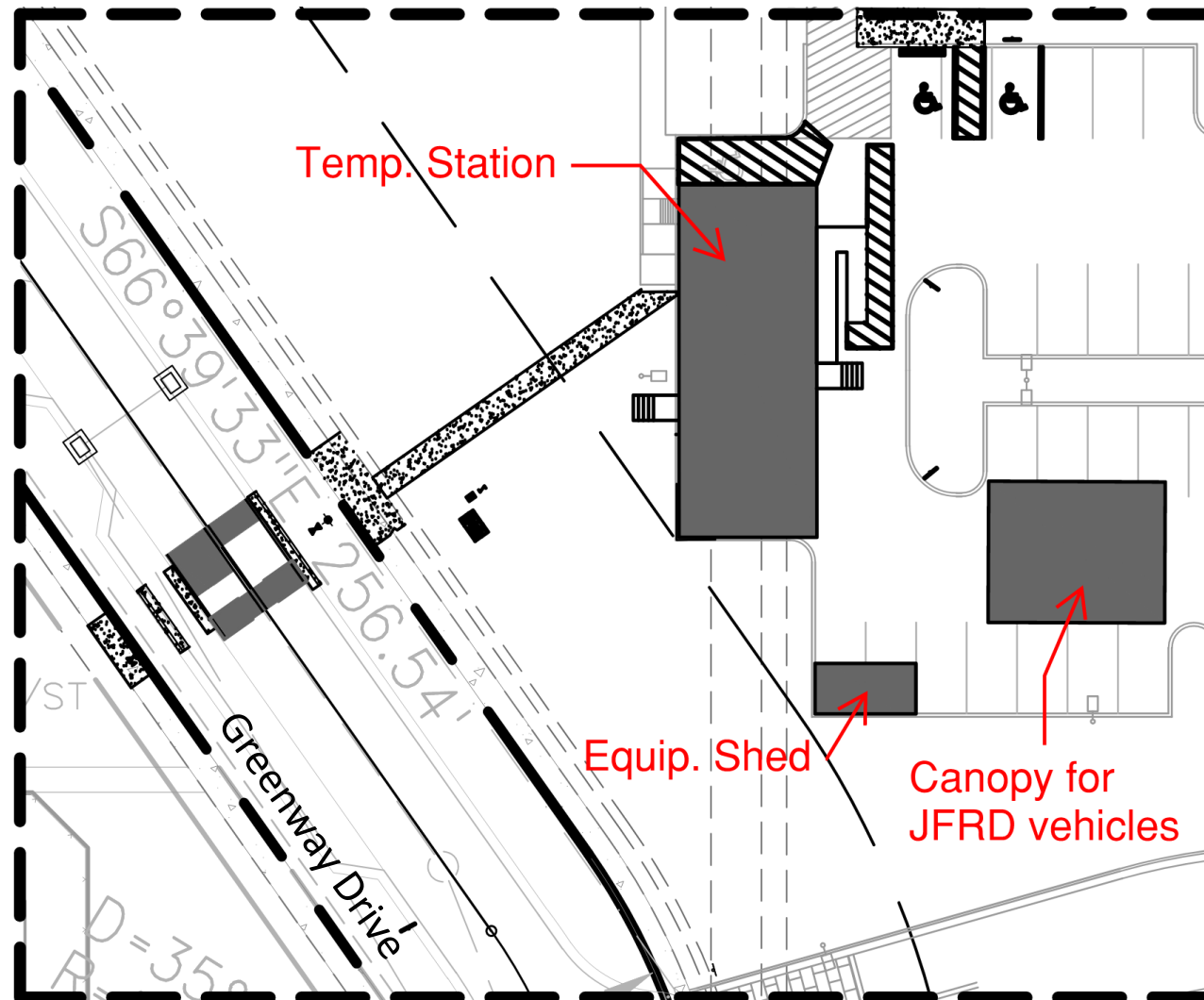
- JFRD will begin to provide fire and emergency rescue services to the Town on October 1, 2026.
- As the Town will need to renovate the fire station located on Military Trail, which is currently used by Palm Beach County Fire Rescue, a temporary station is required.
- The temporary station will ensure a continuity of service and rapid response times to Jupiter's residents and businesses.



Subject Property within Abacoa Community Park

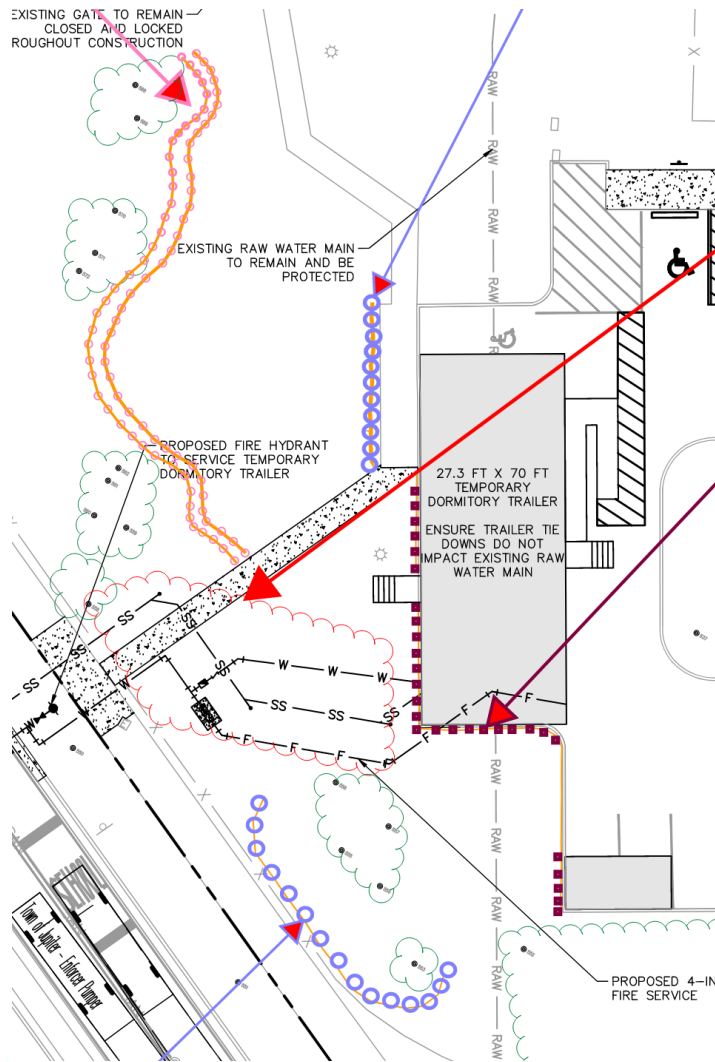


Site Plan



Landscaping

- Cocoplum will be added along the sidewalk and road.
- Potted Clusia will be added around the base of the temporary station
 - Clusia will be planted on Town property when the temporary station is removed.
- Cocoplum, Fakahatchee Grass, and Ilex will be planted in the park and by Frederick Small Road entrance to enhance the park, per Town code.



Conditions for Compliance with Code

- **Site Plan:** The temporary station must be removed within 60 days of the Certificate of Completion of renovations for Station 16.
- **Utilities:** Connection fees must be paid to the Town's Utilities Department before the meter is installed.

Special Exception and Site Plan Criteria

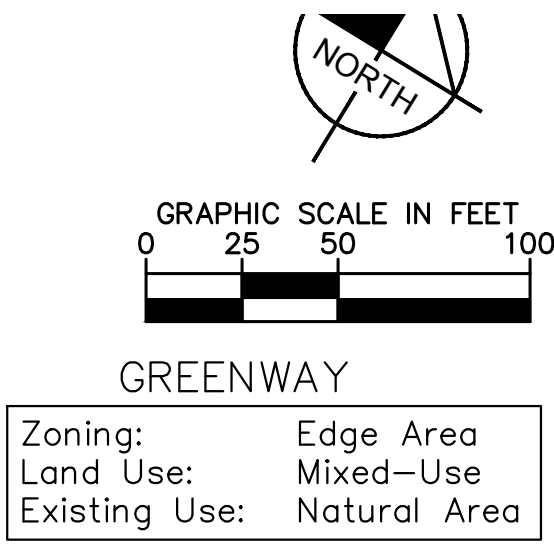
- **Site Plan Criteria:** Staff finds that the applicant meets all the criteria with the recommended conditions.
- **Special exception criteria:** Staff finds that the applicant has satisfied all of the minimum criteria.
- The proposed fire station is:
 - consistent with the Comp Plan and Town Code.
 - compatible with the character of the area and surrounding uses.
 - an integrated and essential part of the community.



Conclusion

- The temporary station will ensure a continuity of service to Jupiter's residents and businesses.
- The temporary station will be removed when it is no longer operationally necessary.
- The Town is communicating with all surrounding neighbors, including residents and Independence Middle School, about the potential of the temporary station.
- **Planning and Zoning Commission recommends approval of Resolution 121-25.**





LICENSED PROFESSIONAL
 JASON WEBBER, P.E.
 Digital Signature by
 Jason A. Webber
 Date: 2025.10.10
 16:35:40-04'00'
 FLORIDA PIN NUMBER
 73962
 DATE:

KHA PROJECT	DATE
044000103	OCTOBER 2025
SCALE: AS SHOWN	DESIGNED BY: CMG
	DRAWN BY: CMG
	CHECKED BY: JAW

OVERALL SITE PLAN

**JFRD TEMPORARY
FIRE STATION**
PREPARED FOR
TOWN OF JUPITER
PALM BEACH COUNTY
FLORIDA

SHEET NUMBER
C-102

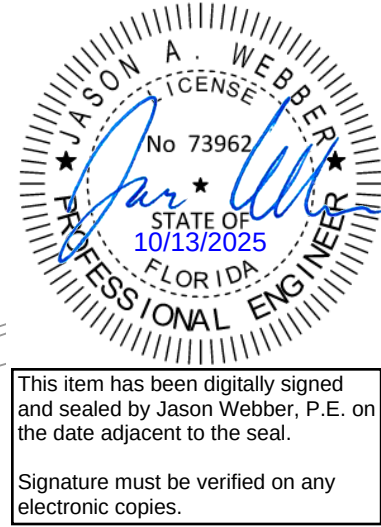
PLANS ARE IN NAVD 1988 DATUM
CONVERSION EQUATION IS BELOW:
 $NAVD\ 1988 + 1.522' = NGVD\ 1929$

**Always call 811 two full business days before you dig to
have underground utilities located and marked.**

Sunshine811.com



THE PRESENCE OF GROUNDWATER
SHOULD BE ANTICIPATED. CONTRACTOR'S
BID SHALL INCLUDE CONSIDERATION FOR
ADDRESSING THIS ISSUE AND OBTAINING
ALL NECESSARY PERMITS.



1. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NAVD 1988 NORTH AMERICAN VERTICAL DATUM OF 1988.
2. THE CROSS SLOPE ON ADA ACCESSIBLE ROUTES DO NOT EXCEED 2.0%. THE LONGITUDINAL SLOPE ON ADA ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) DOES NOT EXCEED 5.0%. THE LONGITUDINAL SLOPE FOR RAMPS DOES NOT EXCEED 1V:12H (8.3%). ACCESSIBLE PARKING SPACES DO NOT EXCEED 2.0% IN ANY DIRECTION (INCLUDING DIAGONAL).
3. ALL RAMPS SHALL COMPLY WITH FDOT INDEX 522-002.
4. CONTRACTOR SHALL CLEAN ALL EXISTING DRAINAGE STRUCTURES AND PIPES UPON COMPLETION OF CONSTRUCTION.
5. MATCH EXISTING GRADES AT TIE-IN LOCATIONS AT PROPERTY LINES.
6. PROPOSED ELEVATIONS OF CURB REPRESENT FACE OF CURB OR EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
7. PROPOSED ELEVATIONS IN ALL PVIOUS AREAS REPRESENT FINISHED TOP OF SOD/GRASS OR ANY OTHER LANDSCAPING MATERIAL.

1. CONTRACTOR SHALL FURNISH AND INSTALL NECESSARY PIPE AND FITTINGS TO TRANSITION PIPE MATERIALS WHEN REQUIRED AND TO CONNECT TO BUILDING PLUMBING.
2. CONTRACTOR SHALL SUPPORT AND PROTECT ALL EXISTING UTILITIES WHEN CONSTRUCTING NEW UTILITIES.
3. ALL MANHOLES, VALVES, CLEANOUTS AND OTHER SUCH BOXES IN PAVEMENT OR SIDEWALKS SHALL BE SET FLUSH WITH PAVEMENT TO MATCH THE PROPOSED SLOPE AND SHALL BE H-20 TRAFFIC RATED.
4. ANY TREES OR SHRUBS PLACED WITHIN WATER, SEWER, OR DRAINAGE EASEMENTS SHALL CONFORM TO THE TOWN OF JUPITER STANDARD DETAILS.
5. NO PROPOSED IMPROVEMENTS, BUILDINGS OR ANY KIND OF CONSTRUCTION CAN BE PLACED ON OR WITHIN ANY WATER, SEWER, OR DRAINAGE EASEMENTS, UNLESS APPROVED BY THE TOWN OF JUPITER TOWN ENGINEER.
6. NO PROPOSED STRUCTURES SHALL BE INSTALLED WITHIN A HORIZONTAL DISTANCE OF 10-FEET FROM ANY EXISTING OR PROPOSED WATER, SEWER, OR DRAINAGE FACILITIES, UNLESS APPROVED BY THE TOWN OF JUPITER TOWN ENGINEER.
7. ALL WATER MAIN (WM) SHALL BE PVC C-900 DR-18 UNLESS OTHERWISE NOTED.
8. ALL FIRE MAIN (FM) SHALL BE PVC C-900 DR-14 WITH ALL JOINTS RESTRAINED WITH MEGALUGS UNLESS OTHERWISE NOTED. ALL FIRE MAIN SHALL BE LPAI AT 36" MIN. COVER. ALL FIRE RELATED CONSTRUCTION SHALL FOLLOW THE FLORIDA FIRE PREVENTION CODE 5TH EDITION - FLORIDA SPECIFIC NFPA 1, FIRE CODE, 2012 EDITION AND FLORIDA SPECIFIC NFPA 10, LIFE SAFETY CODE, 2012 EDITION.
9. ALL DUCTILE IRON PIPE (DIP) SHALL BE CLASS 350 UNLESS OTHERWISE NOTED. ALL DIP SHALL BE MARKED PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STANDARDS.

1. ALL CURBING IS TYPE "D" UNLESS OTHERWISE STATED.
2. TYPE "D" CURB AND TYPE "F" CURB AND GUTTER SHALL BE CONSTRUCTED PER TOU STANDARD DETAIL 106. ALL TYPE "D" CURB SHALL HAVE A 3" STRAIGHT TRANSITION AT THE BEGINNING AND ENDING POINTS WHEN NOT CONNECTING TO TYPE "F" CURB AND GUTTER.
3. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB FOR TYPE "D" CURB, EDGE OF PAVEMENT FOR TYPE "F" CURB AND GUTTER, OR EDGE OF PAVEMENT FOR NO CURB UNLESS OTHERWISE NOTED
4. ALL STOP BARS AND CROSSWALKS SHALL BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS ARE PAINT, UNLESS OTHERWISE NOTED. ALL CENTERLINE AND EDGE LINE STRIPING SHALL BE THERMOPLASTIC.
5. ALL SIGN POSTS SHALL BE GALVANIZED 30# "U" CHANNEL SHAPE POST ARE ALLOWED.
6. ALL PROPOSED STRIPING IN PARKING LOT SHALL BE IN THERMOPLASTIC TAPE OR PAINT TO SUPPORT REMOVAL AFTER TEMPORARY USE.

PRIOR TO ANY DEMOLITION OR CONSTRUCTION WORK WITHIN GREENWAY DRIVE RIGHT OF WAY A LOCATION SPECIFIC MOT PLAN FOR LANE CLOSURES, SIDEWALK CLOSURES, OR ROAD CLOSURES. SIDEWALK OR ROAD CLOSURES WILL REQUIRE A DETOUR PLAN TO BE SUBMITTED AS WELL. MOT PLAN TO BE APPROVED BY EOR AND TOWN ENGINEER.

PLANS ARE IN NAVD 1988 DATUM
CONVERSION EQUATION IS BELOW:
 $NAVD\ 1988 + 1.52' = NGVD\ 1929$

Always call 811 two full business days before you dig to
have underground utilities located and marked.

Sunshine 811.com



THE PRESENCE OF GROUNDWATER
SHOULD BE ANTICIPATED. CONTRACTOR'S
BID SHALL INCLUDE CONSIDERATION FOR
ADDRESSING THIS ISSUE AND OBTAINING
ALL NECESSARY PERMITS.

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1615 S. CONGRESS AVE, SUITE 201,
DELRAY BEACH, FLORIDA 33445
PHONE: 561-330-2345 WWW.KIMLEY-HORN.COM
PERMIT NO. 35106

LICENSED PROFESSIONAL

Digital Signature
 Jason R. Wesber, P.E.
 Date: 2025-04-01
 16:35:44 -0400

FLORIDA DRIVER LICENSE NUMBER
73962

KHA PROJECT	DATE
044000103	OCTOBER 2025

SCALE: AS SHOWN	DESIGNED BY: CM00
	DRAWN BY: CM00

ENGINEERING AND GRADING PLAN

JFRD TEMPORARY
FIRE STATION
PREPARED FOR
TOWN OF JUPITER
PALM BEACH COUNTY
FLORIDA

Install approx. 90 7-Gallon Cocoplum 'Red Tip' plantings in double-row (45 per row), 3 ft. staggered spacing on-center as shown at back section of existing landscape beds to create a more natural continuous hedge buffer. Beds may be connected through the removal of grassed areas in-between existing beds to plant additional Cocoplum shrubs. Approx 130 LF per row.

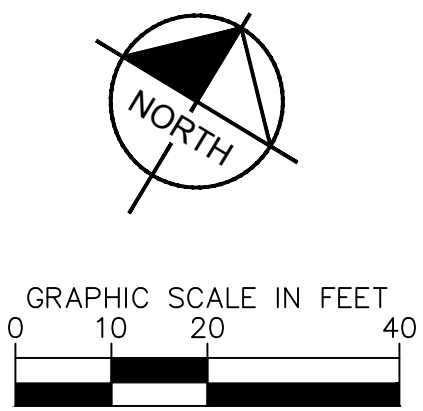
After installation of prop. utility infrastructure, installation of (12) 15G 'Red Tip' Cocoplum (3ft. maximum spacing, staggered as shown, \$35-40/plant, 4-5 ft. height at existing grade) on northern side of property adjacent to sidewalk area around building skirt to achieve immediate screening effect. Approx. 30 LF.

10' Setback area on both sides from all existing or proposed utility infrastructure.

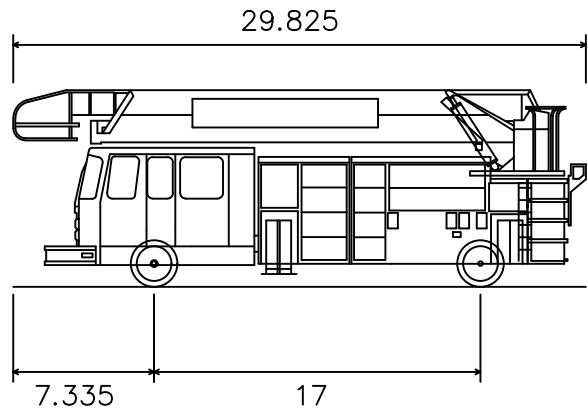
Note: Potted 15G Clusia shrubs adjacent to building skirt area are shown, 3ft. spacing on-center. After removal of temporary Fire Station, 15G Clusia shrubs are to be planted in-ground around lift station north of the temporary handicap spaces within Abacoa Community Park.

After installation of prop. utility infrastructure, installation of (13) 15-Gallon 'Red Tip' Cocoplum (3ft. maximum spacing, staggered as shown, \$35-40/plant, 4-5 ft. height at existing grade) along with existing landscape bed in southern property area to provide a more natural screening effect. Approx. 50 LF.

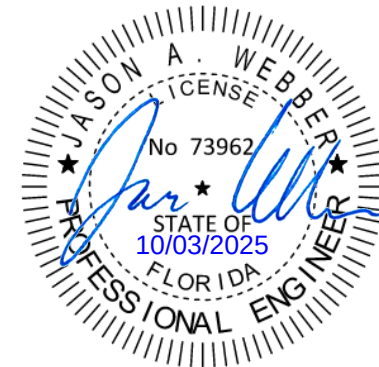
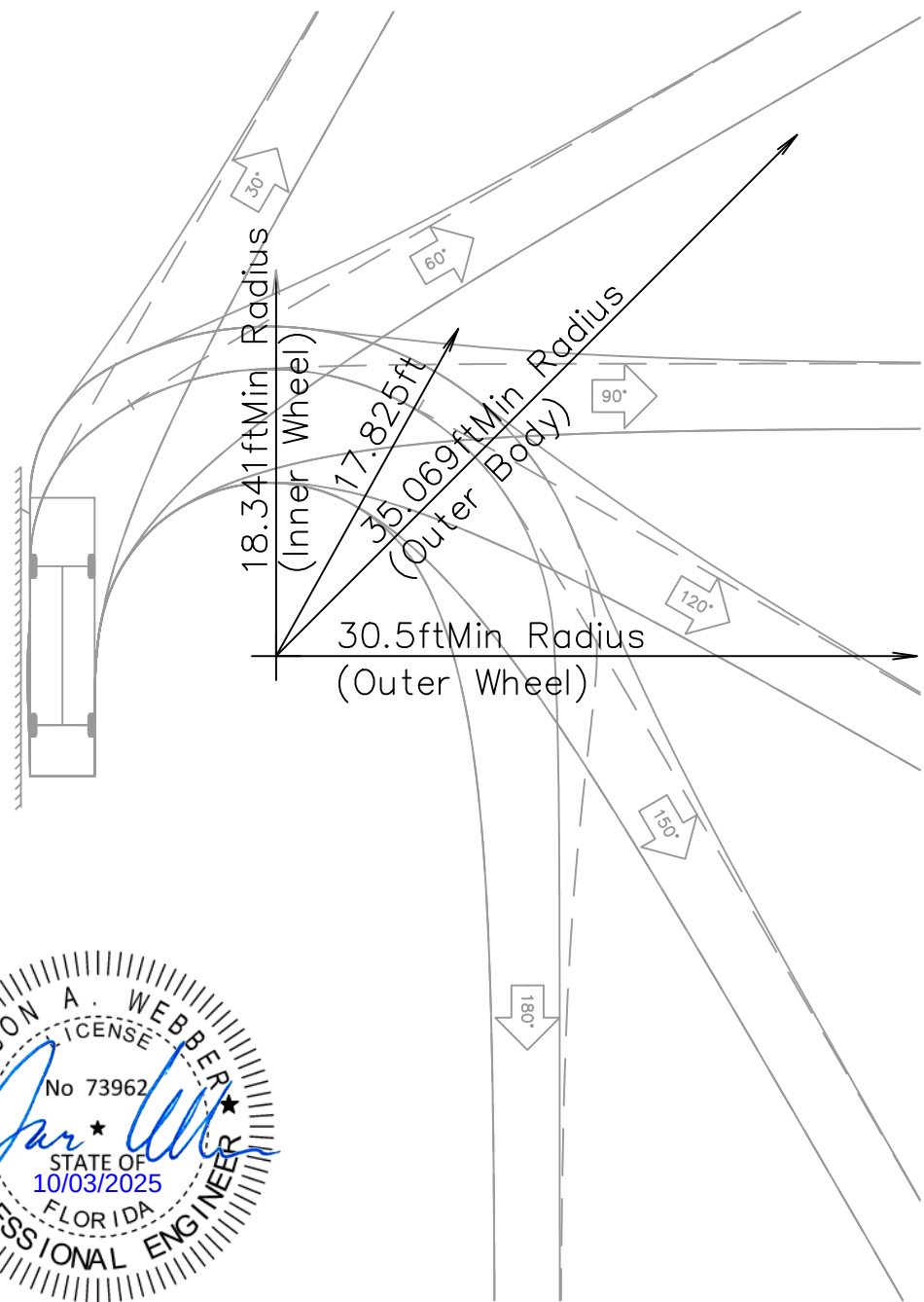
- LEGEND**
- = Proposed 7-Gallon 'Red Tip' Cocoplum, 3ft. O.C. Staggered Spacing
 - = Proposed 15-Gallon 'Red Tip' Cocoplum, 3ft. On-Center Staggered Spacing
 - = Proposed Potted 15G Clusia Shrubs, 3ft. O.C. Container Costs TBD
 - ☁ = Existing Landscape Beds
 - = Staggered Planting Lines, 3FT. Spacing On-Center.



These plans have been prepared by TOJ for the purposes of planning and installing plant materials.



Town of Jupiter – Enforcer Pumper	
Overall Length	29.825ft
Overall Width	6.910ft
Overall Body Height	10.241ft
Min Body Ground Clearance	0.671ft
Track Width	6.910ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	30.500ft



This item has been digitally signed and sealed by Jason Webber, P.E. on the date adjacent to the seal.
Signature must be verified on any electronic copies.

NOTE:
THE PROPOSED FIRE ACCESS FROM THE SITE TO THE PUBLIC RIGHT OF WAY DOES NOT IMPACT THE EXISTING TREES. CONTRACTOR SHALL PROTECT ALL EXISTING TREES IN THE VICINITY OF THE PROPOSED WORK.

PLANS ARE IN NAVD 1988 DATUM
CONVERSION EQUATION IS BELOW:
(NAVD 1988) + 1.5x' = (NGVD 1929)

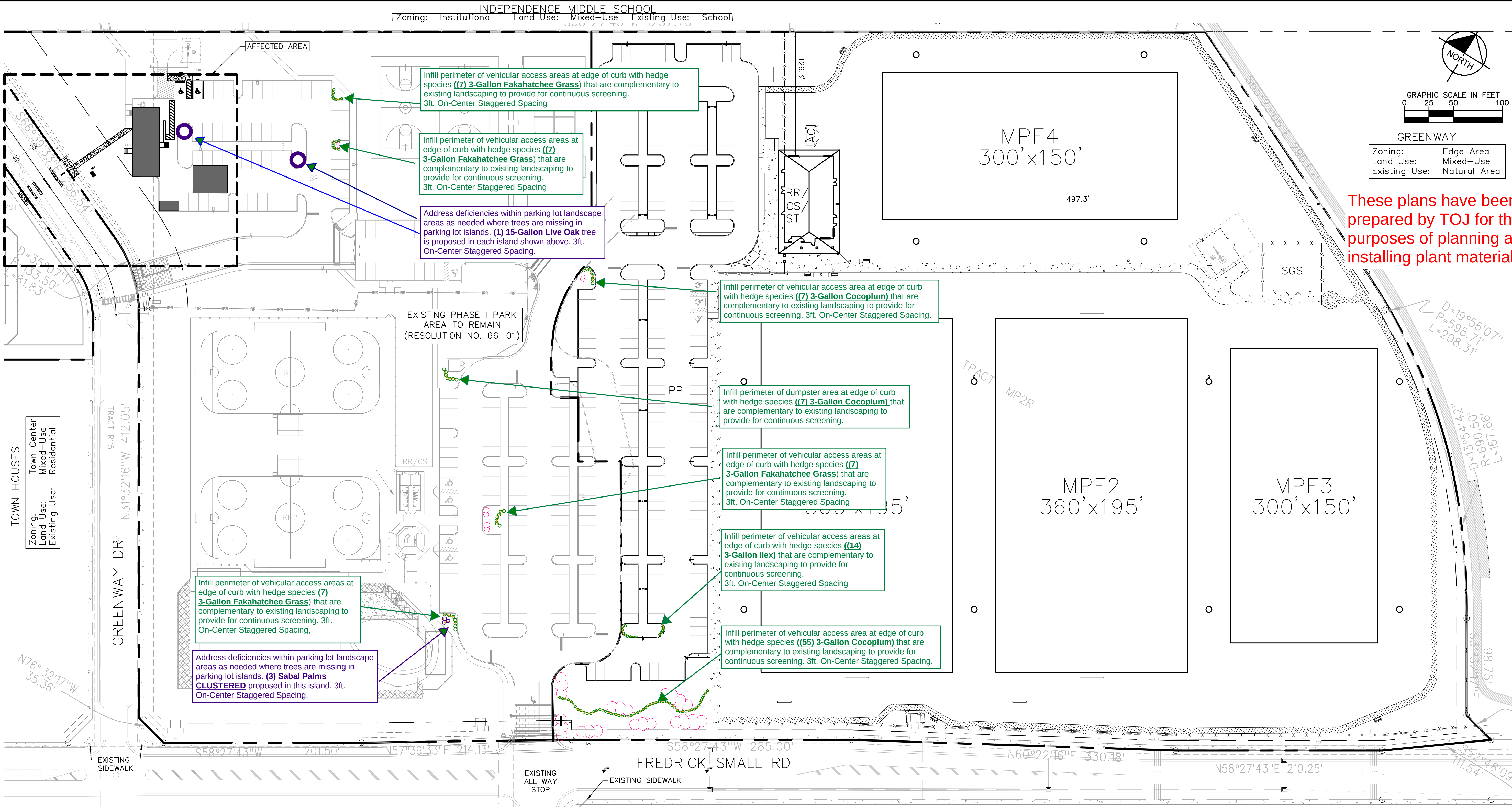
Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

Digitally signed by Jason A Webber
Date: 2025.10.03 13:42:35-0400'

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA	
NAME OF PROJECT	SOUTH JUPITER COMMUNITY PARK PHASE II
PROPERTY CONTROL NUMBER	30424114010130020
TOWN OF JUPITER P&Z#	13-401
FEMA FLOOD ZONE	B
FUTURE LAND USE DESIGNATION	MIXED-USE
CURRENT ZONING DISTRICT	RECREATIONAL
PROPOSED ZONING DISTRICT	RECREATIONAL
TOTAL SITE AREA	13.64 AC
MAIN BUILDING FOOTPRINT	4,268 SF
TEMP. BUILDING FOOTPRINT	1,913 SF
TEMP. CARPORT FOOTPRINT	980 SF
MAXIMUM MAIN BUILDING HEIGHT	23'5"
MAXIMUM TEMP. BUILDING HEIGHT	14'
MAXIMUM CARPORT HEIGHT	13.75'
NUMBER OF MAIN BUILDING LEVELS	1
NUMBER OF TEMP. BUILDING LEVELS	1
NUMBER OF CARPORT LEVELS	1
GROSS SQUARE FOOTAGE	7,161 SF

LAND USE	
BUILDING LOT COVERAGE	SF AC %
VEHICULAR USE AREA	85,839 0.10 14.5
OPEN SPACE	503,857 11.57 84.8
TOTAL	593,964 13.64 100.0
IMPERVIOUS AREA	
BUILDING LOT COVERAGE	SF AC %
VEHICULAR USE AREA	6,531 0.15 5.9
SIDEWALKS	81,867 1.88 73.5
TOTAL IMPERVIOUS AREA	23,016 0.52 20.6
TOTAL SITE AREA	111,414 2.55 100.0
PERVIOUS AREA	
GREEN SPACE	SF AC %
TOTAL PERVIOUS AREA	482,550 11.09 100.0
TOTAL SITE AREA	482,550 11.09 100.0
TOTAL SITE AREA	593,964 13.64
PARKING DATA	
STANDARD	59
ACCESSIBLE	2
TOTAL	61
EXISTING IN AFFECTED AREA	44
PROPOSED IN AFFECTED AREA	2
OVERALL SITE TOTAL	46
	365
	10
	375

TOWN HOUSES	
Zoning:	Town Center
Land Use:	Mixed-Use
Existing Use:	Residential

Existing Landscaping
Infill Complementary Hedge Landscaping to Address On-Site Deficiencies as Needed
Infill Complementary Tree Landscaping to Address On-Site Deficiencies as Needed

TOWN HOUSES	
Zoning:	Town Center
Land Use:	Mixed-Use
Existing Use:	Residential

Existing Landscaping
Infill Complementary Hedge Landscaping to Address On-Site Deficiencies as Needed
Infill Complementary Tree Landscaping to Address On-Site Deficiencies as Needed

TOWN HOUSES	
Zoning:	Town Center
Land Use:	Mixed-Use
Existing Use:	Residential

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Land Use:	Mixed-Use
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TOWN HOUSES	
Zoning:	Town Center
Land Use:	Mixed-Use
Existing Use:	Residential

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NAVD 1988 + 1.522' = NGVD 1929

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Digitally signed by Jason A Webber
Date: 2025.10.03 13:42:33-0400'

TOWN OF JUPITER
Deep Injection Well (DIW) Phase II Improvements (W2313F)



DATE	December 16, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 104-25: Approving a contract to Lawrence Lee Construction Services, Inc. for Deep Injection Well (DIW) Phase II Improvements (W2313F) for an amount of \$8,769,000.

EXECUTIVE SUMMARY

Resolution 104-25 provides for the award of a construction contract to Lawrence Lee Construction Services, Inc. of Stuart, Florida, for Deep Injection Well (DIW) Phase II Improvements (W2313F) in an amount of \$8,769,000, and amends the project budget from \$30,027,821 to \$33,244,384.

Publicly advertised competitive proposals were solicited via EUNA OpenBids, formerly DemandStar, from qualified contractors, in accordance with the Town's Procurement Policy. Five (5) prospective bidders attended the mandatory pre-bid meeting and two (2) sealed proposals were received on September 23, 2025. The selection committee independently reviewed and rated each proposal using the evaluation criteria included in the RFP, including qualifications and experience of the proposer and proposer's subcontractors, project approach, communication, workload capacity, schedule, and total cost. Committee members developed a final score and ranking for each proposal, presented rankings in a public meeting and the highest ranked firm was deemed the most qualified.

Based on the final combined ranking of all committee members, Lawrence Lee Construction Services, Inc. was identified as the highest ranked firm and contract awardee pursuant to Town Council's approval. This project consists of all water plant site improvements necessary to place the recently-drilled deep injection and dual zone monitoring wells into service, including wellhead piping, site piping, pump stations, electrical and instrumentation systems, restoration and start-up testing. This construction contract is the final phase of improvements necessary to comply with the Florida Department of Environmental Protection's (FDEP's) Administrative Order to cease surface water disposal of membrane byproduct water (i.e., concentrate) as a primary means of disposal.

Funding appropriated for this project in the FY2026 Community Investment Program (CIP) budget falls short by \$3,216,563, as presented in the attached project budget. Staff pursued grant funding from FDEP for this project for two consecutive years. However, despite the project being regulatory-driven by FDEP and Town staff being encouraged by the agency to apply, FDEP ultimately did not award grant funding for this project. The budget for this project was last updated during the FY 2026 CIP budget process in May 2025. A review of Lawrence Lee's pricing against the engineer's opinion of probable construction costs for this project revealed that actual electrical costs are 77% higher, pipe and valve costs are 20% higher, pump costs are 10% higher, and labor is as much as twice of that estimated. Several factors

contributing to these increases include market volatility for the type of industrial construction labor, materials and equipment, long material lead times, continued construction inflation in the municipal water and wastewater industries, limited pool of qualified contractors participating in public solicitations for plant process work, contractor workloads, and the complex, multidisciplinary scope of this construction project that requires existing plant processes to remain in service.

A review of construction market indices provided as an attachment to this summary illustrates the national average increase in industrial construction indices compared to the Consumer Price Index (CPI-U) and government construction index (i.e. buildings, roads). These indices only explain a portion of what is occurring locally in South Florida and especially within specialized fields of utility and municipal work. A survey of other municipalities in the region indicates a general trend of moving towards alternative procurement strategies such as construction management at risk (CMAR) and design-build contracts to accomplish large-scale water and wastewater facility projects. While this strategy has its advantages in selecting the most qualified contractor, the guaranteed maximum price is not negotiated until after contractor selection and is often higher than pricing if bid as a traditional design-bid-build project. The proposed DIW Phase 2 contract was structured as a traditional design-bid-build project. Costs for DIW construction projects are hard to compare because scope can vary widely depending on the size and depth of the well, the number of wells required, the location of the well(s), existing plant modifications required, new construction elements required, site constraints and more. A survey of other utilities in Florida constructing deep injection wells revealed costs ranging from \$20.2 million (2023), \$33 million (2025), and \$48 million (2024).

Renewal and replacement (R&R) funds within the Water Enterprise Budget are set aside each year to fund water utility projects planned to replace aging infrastructure and improve existing plant processes. Such improvements are not funded by municipal taxes and do not impact the Town's General Fund. In FY 2025, an additional contribution of \$5,826,105 was made to the Water R&R fund. The budget shortfall for this project can be funded using a portion of the FY 2025 additional R&R transfer. Approval of a budget amendment from \$30,027,821 to \$33,244,384 is requested, with approval of the contract to Lawrence Lee Construction Services, Inc. for the Deep Injection Well Phase II Improvements.

Provided this contract with Lawrence Lee Construction Services, Inc. is approved on December 16, 2025, it is anticipated that construction will begin in February 2026 and be completed by May 2027.

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

ANALYSIS

Resolution 104-25 provides for Town Council's approval to award a construction contract for Deep Injection Well Phase II Improvements (W2313F) to Lawrence Lee Construction Services, Inc., in an amount of \$8,769,000, and a budget increase of \$3,216,563, to amend the Deep Injection Well System (W2313) CIP project budget from \$30,027,821 to \$33,244,384, with funds transferred from the Water Enterprise Renewal and Replacement Fund.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 104-25
2. W2313F Selection Committee Meeting Minutes
3. Lawrence Lee Construction Services Proposal
4. Agreement (Contract) with Lawrence Lee Construction Services
5. Adopted FY26 W2313 CIP Project Sheet
6. W2313 Proposed (Amended) Project Budget
7. Trend in Construction Indices and Costs
8. DIW Ph2 Presentation

FUNDING SOURCE

Amount of this Request	\$9,205,000	
Amount Approved in Budget	\$5,988,437	Sources:40151033-563402-W2313 (DIW CIP)
Additional Funding Requested	\$3,216,563	Sources: Water Enterprise R&R Fund

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

RESOLUTION NO. 104-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F) WITH LAWRENCE LEE CONSTRUCTION SERVICES, INC. AND AMENDMENT OF THE PROJECT BUDGET.

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

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

WHEREAS, the Town of Jupiter solicited a Request for Proposals (RFP) which sets forth the scope of work and responsibilities of a contract for construction of Deep Injection Well (DIW) Phase II Improvements (W2313F); and

WHEREAS, the proposal submitted by Lawrence Lee Construction Services, Inc. on September 23, 2025 was evaluated by a selection committee appointed by the Town Manager to be the most qualified contractor to perform the work outlined in the RFP; and

WHEREAS, an amendment to the appropriated FY2026 Community Investment Program (CIP) project budget for Deep Injection Well System (Acct. W2313) from \$30,027,821 to \$33,244,384, by a \$3,216,563 transfer from the Water Enterprise Renewal and Replacement Fund is requested.

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 Lawrence Lee Construction Services, Inc. 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, Lawrence Lee Construction Services, 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.

12/16/2025



UTILITIES

REQUEST FOR PROPOSALS DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)

SELECTION COMMITTEE PUBLIC MEETING MINUTES October 8, 2025 at 2:00pm

LOCATION:

Utilities Administration Conference Room
Jupiter Water Treatment Facility
17403 Central Boulevard, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Rebecca Wilder, Assistant Director of Utilities (Committee Chair)
Amanda Barnes, Director of Utilities
Chris McKenzie, Utility Systems Manager
Jason Lee, Design Engineer and Owner's Representative
Jon Friedrichs, Consulting Hydrogeologist and Owner's Representative

OTHER ATTENDEES:

Josh Del Sesto, Razorback LLC

DISCUSSION

- I. The Selection Committee Meeting convened at 2:03pm.
- II. The Committee Chair introduced the committee and requested any other attendees to introduce themselves.
- III. The Chair stated that Selection Committee members were instructed to use the criteria noted in the Request for Proposals (RFP W2313F) to rank the proposals, assign a score for each of the criterion based on the proposal response, and calculate a total score for each proposal.
- IV. The Chair asked if all scoring was complete and had the Committee members check their scores and totals one last time. Once total scores were confirmed, Committee members assigned rankings. The Chair reminded Committee members of the instructions to assign rankings:
 - a. Contractor/Firm with the highest score receives a ranking of 1 and remaining proposals should be ranked sequentially in accordance with total point score.
 - b. If a committee member's score results in a tie between two contractors, then they should be assigned the same ranking, next sequential number skipped and subsequent firm assigned the next numerical value.

- c. For example, Contractors A, B and C had scores of 90, 90 and 87, Contractors A and B ranked 1 and Contractor C ranked 3.
- V. The Chair instructed the Committee members to sign their score sheets and turn them in to the Committee Chair. Committee members had an opportunity to discuss their scoring.
- VI. The Chair organized score sheets for each contractor from each committee member and then entered the scores and ranking into the electronic Excel spreadsheet displayed for the meeting attendees.
- VII. Once the Selection Committee rankings were summed up, the Chair announced the lowest combined ranking which was deemed the most qualified contractor.
- VIII. The Chair advised the Committee that the Town (Owner) will proceed to contact the top ranked contractor to proceed with contract negotiations. Upon conclusion of contract negotiations, the contract will be presented to the Town Council for consideration of award. Should the Town be unable to negotiate a contract with the highest ranked contractor, the Town may proceed negotiations with the next highest ranked firm and continue negotiations until an agreement is reached. Award of a contract is at the sole discretion of the Town Council.
- IX. The Selection Committee Meeting adjourned at 2:14pm.

cc: W2313F Selection Committee Meeting File
Meeting Attendees

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)

SELECTION COMMITTEE MEETING SIGN-IN SHEET

October 8, 2025 at 2:00pm

Town of Jupiter Water Treatment Plant – Admin Conference Room

	Name	Initials	Agency	Phone Number	Email Address
1	Amanda Barnes		Town of Jupiter	561-741-2537	amandab@jupiter.fl.us
2	Rebecca Wilder		Town of Jupiter	561-741-2635	rebeccaw@jupiter.fl.us
3	Chris McKenzie		Town of Jupiter	561-741-2605	chrism@jupiter.fl.us
4	Jason Lee		Kimley-Horn & Assoc	561-840-0256	Jason.lee@kimley-horn.com
5	Jon Friedrichs		JLA Geosciences	561-459-9355	jfriedrichs@jlageosciences.com
6	Josh Del Sesto	JDS	Rezorbeck LLC	727-938-9500	Anthony @ Rezorbeck LLC.com
7					
8					
9					
10					
11					
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19					
20					

SUMMARY OF EVALUATION RESULTS
REQUEST FOR PROPOSALS FOR
DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)

Each Committee Member will:

1. Independently review the proposals, assign a score for each of the criterion and calculate a total score for each proposal
2. Use the calculated total score for each proposal to assign a rank: highest score receives a rank of 1 and remaining proposals ranked in descending order
3. In the event of a tie in score, then the assigned rank should be the same value, next sequential number skipped and remaining proposals ranked in descending order thereafter

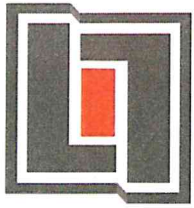
The Committee Chair will:

1. Collect Committee Members' score sheets, verify that ranks are assigned correctly, and enter into the spreadsheet below
2. Sum up the assigned ranks and identify most qualified respondent based on lowest combined ranking
3. In the event of a tie in rank, then the most qualified respondent will be based on the highest combined score

RESPONDENT	Member 1		Member 2		Member 3		Member 4		Member 5		SUM	
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank
Lawrence Lee Construction Services, Inc.	65	1	75	1	51	2	86	1	65	1	342	6
Razorback LLC	56	2	53	2	71	1	74	2	58	2	312	9

The Committee Chair will complete this table based on the results above

SUMMARY		
Rank	Respondent	Sum. Rank
1	Lawrence Lee Construction Services, Inc.	6
2	Razorback LLC	9



LAWRENCE ■ LEE
CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

ORIGINAL

Submission Package

For

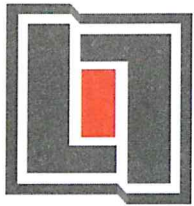
The Town of Jupiter
Deep Injection Well (DIW) Phase II Improvements
W2313F

On Behalf of

Lawrence Lee Construction Services, Inc.
(Geoffrey L. Schmidt – (561)-578-7715)

Located at

800 SE Lincoln Ave
Stuart, FL 34994



LAWRENCE ■ LEE

CONSTRUCTION SERVICES

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West Coast: 3201 Marion St, Fort Myers, FL 33916
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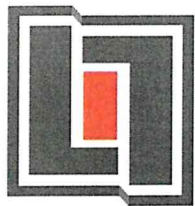


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License: CGC-1525837

Part 1

Letter of Transmittal



LAWRENCE • LEE
CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Office: 561-841-2880
License: CGC-1525837

To: Rebecca Wilder, PE
Town of Jupiter
A: 100 E Ocean Ave, Boynton Beach, FL 33435
E: RebeccaW@Jupiter.fl.us

Date: Tuesday, September 23, 2025
Re: **Town of Jupiter**
Bid #W2313F – DIW Phase II Improvements
Transmittal Letter

Rebecca Wilder:

Lawrence Lee Construction Services, Inc. is a State Certified General Construction firm constructing Municipal Water and Wastewater Treatment Plants throughout the State of Florida.

Our mission is to deliver exceptional water and wastewater treatment plants that safeguard public health, preserve the environment, and enhance the quality of life for generations to come.

We envision a future where every individual has access to clean water, sanitation, and a healthy environment, and we're dedicated to playing a meaningful role in making that vision reality.

While this project presents many challenges, our firm is familiar with this type of work and know we will be a great asset to the team. We know we will be able to provide proper service for this project as our Headquarters office is located 22 miles North of your WTP and our Vice President resides in Tequesta.

We appreciate this opportunity and look forward to the possibility of working with the Town of Jupiter. Should you have any questions regarding this submission, please feel free to contact me at 561-841-2880 x101.

Sincerely,

Geoffrey L Schmidt
President
Lawrence Lee Construction Services, Inc.
C: 561-578-7715
E: GS@LawrenceLeeConstruction.com



LAWRENCE ■ LEE
CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 8101 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

Part A

Qualifications/Experience of Proposer

PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION

Proposing Company Name: Lawrence Lee Construction Services, Inc.

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR
DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

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

The undersigned further declares that he has carefully and to his full satisfaction examined the RFP Documents, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that he has read all addenda issued prior to the opening of Proposals; and that he 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:

Furnish all labor, equipment and materials necessary to modify the Town of Jupiter Water Treatment Plant's waste disposal facilities and related ancillary systems, as required, to make new deep injection well (DIW) and dual zone monitor well (DZMW) systems operational. The work will include, but not necessarily be limited to, construction of separate nanofiltration concentrate (NFC) and reverse osmosis concentrate (ROC) pumping systems each consisting of three (3) pumps with electrical, controls, stainless steel manifold piping and valves, modification to an existing filter backwash disposal system, construction of underground pipe modifications and valves to route NFC, ROC and backwash waste flows to an existing and new DIW, construction of two (2) sample pumps for an existing and new DZMW with electrical, controls, stainless steel piping and valves, modifications to an existing building intended to house the ROC pump station including roof improvements, new air conditioning system, lighting and electrical improvements, installation of one (1) 2,500 gallon double wall poly tank with stainless piping and eductor neutralization system, two (2) air conditioning cooling water circulation pumps with associated wall mounted 4" and 6" PVC pipe, relocation of an existing door, and related appurtenances as depicted on the contract drawings, technical specifications and as described herein. Proposals received will be evaluated by a Selection Committee based on contractor qualifications, experience, project approach and cost as described by the RFP Documents.

PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	480 calendar days from Notice to Proceed
Final Completion:	540 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 includes Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

The undersigned agrees that all RFP documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive proposal. The undersigned acknowledges receipt of 1 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorneys, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Proposal and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Proposal shall be returned to the undersigned.

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

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a combined payment and performance bond in the amount of 100% of the contract value as set forth in Part III – Instructions for Preparing Proposals.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 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.

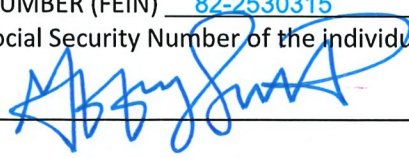
PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

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

SUBMITTAL DATE ~~8/9/2025~~ 9/23/25 

CONTRACTOR NAME Lawrence Lee Construction Services, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 82-2530315
(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 Geoffrey L. Schmidt

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Bids@LawrenceLeeConstruction.com

BUSINESS ADDRESS 800 SE Lincoln Ave, Stuart, FL 34994

BUSINESS TELEPHONE 561-941-2880

STATE OF INCORPORATION FL

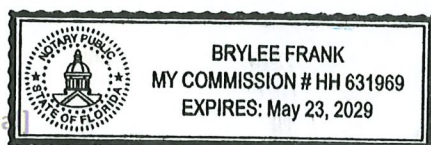
FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Geoffrey L. Schmidt, President

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

Geoffrey L. Schmidt, President, 561-578-7715, GS@LawrenceLeeConstruction.com

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 9 day
of September, 20 25 by Geoffrey L. Schmidt of
Lawrence Lee Construction Services, Inc., who ☒ is personally known to me or ☐ has produced
_____ as identification and who did (did not) take an oath.




NOTARY PUBLIC

PROPOSER'S QUESTIONNAIRE
DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. Any information for which Owner cannot corroborate is grounds for rejection of Proposal. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 9 day of September, 2025.

SUBMITTED BY

Name & Title: Geoffrey L. Schmidt, President

PROPOSER INFORMATION

Name of Company: Lawrence Lee Construction Services, Inc.

Web URL: www.lawrenceleeconstruction.com

Address: 800 SE Lincoln Ave, Stuart, FL 34994

1. Type of Organization (circle one):

Corporation Partnership Joint Venture Individual or other

2. If a Corporation, answer the following:

Date Incorporated: 08/2017

State of

Incorporation: FL

Name of Officers:

President Geoffrey L. Schmidt

Vice President Geoffrey L. Schmidt

Secretary Geoffrey L. Schmidt

Treasurer Geoffrey L. Schmidt



3. If a Partnership, answer the following:

Date of
Organization: _____
General Limited
Partnership: _____

Name and address of each partner:

4. Firm's previous names (if any):

What year(s)

n/a

5. Describe the organization profile, including size, range of activities, licenses, etc. Attach an organizational chart.

Lawrence Lee Construction Services is a mid-size Florida General Contractor (CGC) performing water and wastewater treatment plant construction for local municipalities. Our firm has a headquartered office in Stuart, FL and a satellite office in Fort Myers, FL. Please see the attached organizational chart.

6. Number of years the organization has been in business: 8

7. State the number of years your company has been doing business as a licensed General Contractor in the State of Florida: 8

8. The individual who holds the General Contractor's license for the firm awarded the Work for this Contract shall be active in the management and ownership of the firm and shall be available to provide expertise on the project during the course of the project, for the complete duration of the project, as needed. Provide the name of this individual and the State of Florida license number for this project:

Geoffrey L. Schmidt, President

*Attach license copy

9. Provide the name of any other individual(s) and State of Florida license type(s) and number who work for firm and will complete Work for this Contract.

n/a

*Attach license copy

10. State the location of the office from which this Contract will be managed.

Stuart, FL

11. State the number of employees available to complete the work contemplated by this contract.

32

12. We normally perform 51 % of the work with our own work force. List portions of the Work for which Proposer is qualified and has the manpower to self-perform:

Concrete

Sitework

Piping

Water and Wastewater equipment

13. List portions of the Work for which Proposer intends to subcontract under this Contract:

Electrical and I&C

14. Attach a list of equipment owned by the Proposer to complete the Work identified for this Contract.

15. List equipment to be rented by Contractor to complete the Work of this Contract.

Crane

16. Provide the name and experience of the Proposer's 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 three (3) years with this company, provide name and contact information for Project Manager's previous employer. Attach additional pages as necessary.

Richard Stahl - Vice President - 6 years experience

Please see attached key personnel

17. Provide the name and experience of the Proposer's Superintendent who will be assigned to this Contract, if awarded. Include number of years in this position and with this company. If less than three (3) years with this company, provide name and contact information for Project Manager's previous employer. Attach additional pages as necessary.

Steve Flannery - Vice President of Field Operations - 5 years experience

Please see attached key personnel

18. Provide the name and experience of the Proposer's Foreman who will be assigned to this Contract, if awarded. Include number of years in this position and with this company. If less than three (3) years with this company, provide name and contact information for Project Manager's previous employer. Attach additional pages as necessary.

Steve Flannery - Vice President of Field Operations - 5 years experience

Please see attached key personnel

19. Proposer 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 but 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: _____
Reason Project Was Not _____
Completed on Schedule: _____

20. 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 Name: N/a
Owner Name/Contact _____
Info: _____
Contract Completion _____
Date: _____
Actual Completion Date: _____
Reason Project Was Not _____
Completed on Schedule: _____

21. 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 Name: N/a
Owner Name/Contact _____
Info: _____
Contract Completion _____
Date: _____
Actual Completion Date: _____
Reason: _____

22. Has Bidder ever failed to complete awarded work? No

If so, state where, when and why:

23. Has the Proposer or any principals of the applicant's organization failed to qualify as a responsible, qualified bidder/proposer on previous bids/RFP's; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been litigation on any contract in the last five (5) years? If yes, please explain:

No

24. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (✓)

If yes, please explain:

25. List any lawsuits pending or completed within the last 5 years involving the corporation, partnership or individuals with more than ten percent (10%) interest:

None

26. List any judgments from lawsuits in the last five (5) years:

None

27. List any criminal violations and/or convictions of the proposer and/or any of its principals:

None

28. Is Service Provider claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No (✓)

If "Yes" was checked, include a copy of certificate with proposal.

(END OF PROPOSER'S QUESTIONNAIRE)

PREVIOUS EXPERIENCE AND REFERENCES FORM

Proposer or Proposer's subcontractor(s) shall complete all portions of this form in its entirety providing a minimum of five (5) references.

We Lawrence Lee Construction Services, Inc. certify that we were the Prime Contractor or a
Name of Prime Contractor or Subcontractor

Subcontractor for the following Contract

NAME & LOCATION OF PROJECT: Canova Beach Pump Booster Station Improvements - Melbourne FL

BIDDER WAS: [☒] PRIME CONTRACTOR [☐] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Construction of a Potable Water Booster Pump Station including (3) 100 HP vertical turbine-can pumps, precast concrete electrical building, prefabricated chemical building including storage tanks and chemical skids, yard piping and electrical and I&C, and a new FPL service.

INITIAL CONTRACT VALUE: \$4,697,000.00

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: \$4,747,556.00

REASON FOR CHANGE ORDERS: Additional scope of work. Added some valving

CONTRACT START AND COMPLETION DATES: 05/2023-04/2025

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: City of Melbourne

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Thomas Baker - 321-608-5000

thomas.baker@mlbfl.org

ENGINEERING FIRM (DURING CONSTRUCTION): CDM Smith

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Edgardo Garcia-Luna - 407-660-6479

garcialunae@cdmsmith.com

ADDITIONAL INFORMATION: _____

PREVIOUS EXPERIENCE AND REFERENCES FORM

Proposer or Proposer's subcontractor(s) shall complete all portions of this form in its entirety providing a minimum of five (5) references.

We Lawrence Lee Construction Services, Inc. certify that we were the Prime Contractor or a
Name of Prime Contractor or Subcontractor

Subcontractor for the following Contract

NAME & LOCATION OF PROJECT: Tropical Farms WTP Post Treatment Stabilization - Martin County

BIDDER WAS: [☒] PRIME CONTRACTOR [☐] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: he work includes; site preparation, demolition, miscellaneous piping improvements, valves, 30-ton bulk CO2 storage tank, two new (2) carrier water pumps, carbonic acid solution feed system, clearwell structural improvements, electrical equipment, instrumentation, painting and coatings.

INITIAL CONTRACT VALUE: \$1,957,000.00

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: \$1,987,637.00

REASON FOR CHANGE ORDERS: Addition of scope of work

CONTRACT START AND COMPLETION DATES: 01/2023-05/2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Martin County Utilities

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Jeremy Covey - 772-221-2353

jcovey@martin.fl.us

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn & Associates Inc

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Nick Black - 561-421-1979

nick.black@kimley-horn.com

ADDITIONAL INFORMATION: _____

PREVIOUS EXPERIENCE AND REFERENCES FORM

Proposer or Proposer's subcontractor(s) shall complete all portions of this form in its entirety providing a minimum of five (5) references.

We Lawrence Lee Construction Services, Inc. certify that we were the Prime Contractor or a
Name of Prime Contractor or Subcontractor

Subcontractor for the following Contract

NAME & LOCATION OF PROJECT: WTP Accelerator #2 and #3 Rehabilitation and Improvements - Naples FL

BIDDER WAS: [☒] PRIME CONTRACTOR [☐] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Complete replacement of a 80' accelerator mechanism. Included; removal of the existing mechanism, remove of lime sludge, installation of proposed accelerator mechanism complete including rafters, hood plates, sloped stell plates, rotor impeller, gear box, motor, launders, draft tubes, sludge flushing system, catwalk and coatings.

INITIAL CONTRACT VALUE: \$6,566,725.00

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: \$6,475,798.00

REASON FOR CHANGE ORDERS: Allowance remaining at end of the project (deductive change order)

CONTRACT START AND COMPLETION DATES: 05/2020-02/2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: City of Naples

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Terry B. Savage - 239-213-3002

tbsavage@naplesgov.com

ENGINEERING FIRM (DURING CONSTRUCTION): Hole Montes

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: David Schmitt - 239-254-2000

davidschmitt@hmeng.com

ADDITIONAL INFORMATION: _____

PREVIOUS EXPERIENCE AND REFERENCES FORM

Proposer or Proposer's subcontractor(s) shall complete all portions of this form in its entirety providing a minimum of five (5) references.

We Lawrence Lee Construction Services, Inc. certify that we were the Prime Contractor or a
Name of Prime Contractor or Subcontractor

Subcontractor for the following Contract

NAME & LOCATION OF PROJECT: Stuart WTP - PFC Treatment (ION Exchange) System - Stuart FL

BIDDER WAS: [☒] PRIME CONTRACTOR [☐] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Installation of a 8 MGD Potable Water ION Exchange System including (4) resin/GAC vessels including resin, (2) 100-HP single stage horizontal split case pumps, ductile iron piping and accessories, concrete slab-on-grade, (2) VFDs/LCPs, electrical and I&C improvements.

INITIAL CONTRACT VALUE: \$2,136,930.00

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: \$2,216,521.00

REASON FOR CHANGE ORDERS: Addition of scope of work

CONTRACT START AND COMPLETION DATES: 10/2018-07/2019

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: City of Stuart

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Marc Rogolino - 772-221-4700

Mrogolino@ci.stuart.fl.us

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn & Associates

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Mark Miller - 561-845-0665

mark.miller@kimley-horn.com

ADDITIONAL INFORMATION: _____

PREVIOUS EXPERIENCE AND REFERENCES FORM

Proposer or Proposer's subcontractor(s) shall complete all portions of this form in its entirety providing a minimum of five (5) references.

We Lawrence Lee Construction Services, Inc. certify that we were the Prime Contractor or a
Name of Prime Contractor or Subcontractor

Subcontractor for the following Contract

NAME & LOCATION OF PROJECT: Corkscrew WTP - Production Well Panel Replacement - Fort Myers FL

BIDDER WAS: [☒] PRIME CONTRACTOR [☐] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: For (46 EA) total production wells; replacing field instrumentation, modifications to existing well pump control panels, furnishing and installation of new PLCs, replacement of VFDs, misc. well work and modifications to Corkscrew WTP SCADA system.

INITIAL CONTRACT VALUE: \$6,412,000.00

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: \$6,774,431.00

REASON FOR CHANGE ORDERS: Addition of scope regarding electrical and I&C changes

CONTRACT START AND COMPLETION DATES: 09/2022-05/2025

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, nearby FDOT project on Corkscrew road

OWNER OF PROJECT: Lee County

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Brain Hickey - 239-533-8155

BHickey@leegov.com

ENGINEERING FIRM (DURING CONSTRUCTION): RKS Consulting Engineers

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Fernando Fuentes - 239-481-6775

fernandof@rksengineers.com

ADDITIONAL INFORMATION: _____

CONTRACTOR SAFETY QUALIFICATIONS/REQUIREMENTS

1. APPLICABILITY

- A. Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work on or adjacent to the hazardous chemical process at the Jupiter Water Treatment plant 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)).
- B. **CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR PROPOSAL. FAILURE TO INCLUDE THIS FORM WITH THE PROPOSAL IS GROUNDS FOR DISQUALIFICATION.**

2. OWNER RESPONSIBILITY

- A. Selecting a Contractor:
 - 1. When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.
- B. Informing a Contractor:
 - 1. Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
 - 2. Explain to the contractor the applicable provisions of the facilities emergency response program (i.e., alarms, evacuation routes, etc.)
 - 3. Inform the contractor of the facility's safe work practices of operations such as:
 - i. Confined space entry
 - ii. Equipment/line opening
 - iii. Lockout/tagout Program
 - iv. Control over entry into regulated (i.e., hazardous) process areas
 - v. Hot Work Permit
- C. Evaluating a Contractor's Performance
 - 1. Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. CONTRACTOR RESPONSIBILITY

- A. Assure that each of the contractor's employees 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.
- B. 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.
- C. Assure that Contractor's employees and subcontractor's/laborers attend the WTP safety orientation and follow the facility's safety rules including safe work practices such as control over entry into hazardous chemical process areas, lockout/tagout, equipment/line opening, confined space safety, and hot work permit.

- D. Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- E. Obtain and evaluate information pertaining to subcontractor's safety programs.
- F. Assure that subcontractor's and laborers are trained in their work practice to safely perform their jobs.
- G. Maintain an active list of all workers on site at all times and provide list to Owner immediately upon request.

4. CONTRACTOR SUBMITTALS

A. Training Certification

- 1. Prior to the commencement the contractor shall certify in writing to the Owner that those employees involved in work on or around the hazardous chemical process at the Jupiter Water Treatment Plant have successfully completed training in accordance with 40 CFR 68.87(c) and 29 CFR 1910.119(h)(3).

B. Records Maintenance

- 1. The Contractor shall maintain a record of those employees who successfully completed the above training. These records must include the following information:
 - i. Name of the employee
 - ii. Contents of training
 - iii. Date of training
 - iv. Means used to verify that the employee understood the training

C. Additional Responsibilities

- 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.
- 2. Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.
- 3. Contractor employees, subcontractors, and laborers must participate in a mandatory on-site safety orientation conducted by the Owner before work begins. It is the Contractor's responsibility to schedule these meetings with the Owner, and it is the Contractor's responsibility to ensure all persons working on the Water Treatment Plant site under this contract have attended the mandatory on-site safety orientation. Failure to do so will result in removal of those persons who have not received the training from the job site until such time as the training is obtained.

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION			
Company Name: <u>Lawrence Lee Construction Services, Inc.</u>			
Address 1: <u>800 SE Lincoln Ave</u>			
Address 2:			
City, State, Zip: <u>Stuart, FL 34994</u>			
Telephone No.: <u>561-941-2880</u>			
Fax No.: <u>n/a</u>			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name:			
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?			
<u>8 years</u>			
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:			
Year	Intrastate EMR	Interstate EMR	Comments
<u>2020</u>	<u>1</u>		
<u>2021</u>	<u>1</u>		
<u>2022</u>	<u>.91</u>		
<u>2023</u>	<u>.88</u>		
<u>2024</u>	<u>.86</u>		

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Donnie Lambert

Address 1: 23 Eganfuskee St

Address 2: Suite 102

City, State, Zip: Jupiter, FL 33477

Telephone No.: 561-868-6278

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Statistic	Year: <u>2022</u>		Year: <u>2023</u>		Year: <u>2024</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Restricted Workday Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Medical Treatment (not First Aid) Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Total Illness Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Total Recordable Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Fatalities	<u>0</u>		<u>0</u>		<u>0</u>	

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: Quarterly
- Employees? ☒ Yes ☐ No Frequency: Weekly
- New Hires? ☒ Yes ☐ No Frequency: Upon new hire
- Subcontractors? ☒ Yes ☐ No Frequency: Upon new job

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: Steve Flannery Title: Vice President of Field Operations

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).

Lawrence Lee Construction Services has had a safety program and manual. It is too large to attach, however, it is included on the USB drive submitted with the bid.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Syeve Flannery Title: Vice President of Field Operations

Telephone No.: 561-941-2880

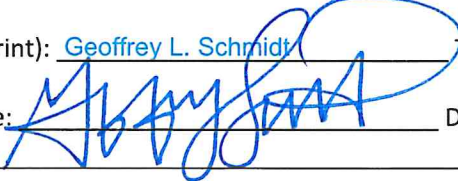
SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

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): Geoffrey L. Schmidt Title: President

Signature:  Date: 9/9/2025

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Lawrence Lee Construction Services, 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 Lawrence Lee Construction Services, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Geoffrey L. Schmidt

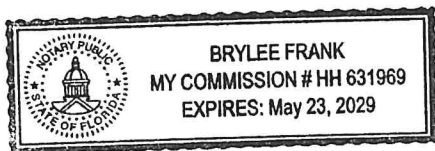
Date: 9/9/2025

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 9/9/2025 (date) by Geoffrey L. Schmidt, President (name of officer or agent, title of officer or agent) of Lawrence Lee Construction Services, Inc. (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Brylee Frank Brylee Frank
Name typed, printed or stamped

My Commission Expires: 5/23/2029



Company ID Number: 1395758



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Lawrence Lee Construction Services, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer 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 Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS 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
2. 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.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 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 anti-discrimination 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



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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 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. § 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



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(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 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 PINS 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@uscis.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 is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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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 FEDERAL CONTRACTORS

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 create a second case for 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.



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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 Form I-9 information 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



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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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer 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 E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
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 employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer 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 Employers 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 employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer 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 Employer'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, 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.



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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



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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 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 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.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer'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 Employer, or a failure on the part of the Employer 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. 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 Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor 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 Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI 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 Employer, its agents, officers, or employees.
- C. The Employer 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 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 Employer.



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E. The Employer 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 and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, 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 and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Lawrence Lee Construction Services, Inc.	
Name (Please Type or Print) Geoffrey L Schmidt	Title
Signature Electronically Signed	Date 03/27/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/27/2019



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Lawrence Lee Construction Services, Inc.
Company Facility Address	800 SE Lincoln Ave Stuart, FL 34994
Company Alternate Address	
County or Parish	MARTIN
Employer Identification Number	822530315
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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

FL	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Geoffrey L Schmidt
Phone Number	5615787715
Fax	
Email	GS@LawrenceLeeConstruction.com



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This list represents the first 20 Program Administrators listed for this company.

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P17000069617

Entity Name: LAWRENCE LEE CONSTRUCTION SERVICES, INC.

Current Principal Place of Business:

800 SE LINCOLN AVE
STUART, FL 34994

Current Mailing Address:

800 SE LINCOLN AVE
STUART, FL 34994 US

FEI Number: 82-2530315

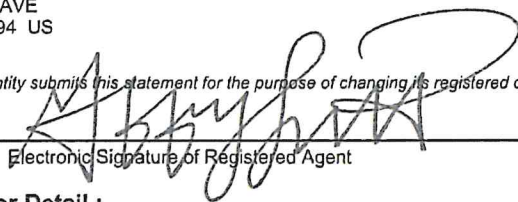
Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SCHMIDT, GEOFFREY L
800 SE LINCOLN AVE
STUART, FL 34994 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:



Electronic Signature of Registered Agent

1/27/25

Date

Officer/Director Detail :

Title MGR
Name SCHMIDT, GEOFFREY L
Address 800 SE LINCOLN AVE
City-State-Zip: STUART FL 34994

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GEOFFREY L. SCHMIDT

PRESIDENT

01/27/2025

Electronic Signature of Signing Officer/Director Detail

Date



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

SCHMIDT, GEOFFREY LAWRENCE

LAWRENCE LEE CONSTRUCTION SERVICES, INC.
800 SE LINCOLN AVE
STUART FL 34994

LICENSE NUMBER: CGC1525837

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





LAWRLEE-01

BKING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2025

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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Britney King	
	PHONE (A/C, No, Ext): (305) 772-2663 FAX (A/C, No):	
	E-MAIL ADDRESS: BrKing@acrisure.com	
INSURED Lawrence Lee Construction Services, Inc. 800 SE Lincoln Ave Stuart, FL 34994	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Amerisure Insurance Company	19488
	INSURER B: Amerisure Mutual Insurance Company	23396
	INSURER C: Aspen American Insurance Company	43460
	INSURER D: Indian Harbor Insurance Company	36940
	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	ADD'L SUBR INSD 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:		GL21183410501	8/28/2025	8/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EACH EMPLOYEE \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CA21183400401	8/28/2025	8/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		CU21183420402	8/28/2025	8/28/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC21183430502	8/28/2025	8/28/2026	☒ 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
C	Equipment Floater		IM00FK125	8/28/2025	8/28/2026	Rented/Leased 200,000
D	Professional Liab. &		PEC200063801	8/28/2025	8/28/2026	Pollution Liability 2,000,000

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

Certificate Holder is included as an additional insured including products and completed operations for general liability if required by written contract per form CG7324 0323, and an additional insured on the auto liability and umbrella when required by written contract. General Liability, Auto Liability and Umbrella are primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, umbrella and employers liability when required by written contract. Umbrella extends over General Liability, Auto Liability and Workers Compensation policies. Cancellation 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Lawrence Lee Construction Services, Inc. ***FOR INFORMATION PURPOSES*** 800 SE Lincoln Ave. Stuart, FL 34994	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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

March 22, 2024

REGISTERED VENDOR NO.: 121854

Mr. Geoffrey L Schmidt, President
Lawrence Lee Construction Services, Inc.
800 SE Lincoln Ave
Stuart, FL 34994

CERTIFICATION EFFECTIVE DATE:
April 7, 2024

CERTIFICATION EXPIRATION DATE:
April 7, 2027

Dear Mr. Schmidt:

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

General Contracting Services; Construction Management; Water Control Structures; New Building Construction

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

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

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

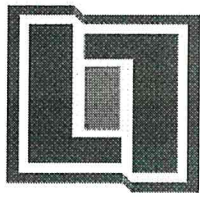
Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau
JD/lh



Geoffrey L. Schmidt
President

Mr. Schmidt is in-charge of everyday operations of the company. He holds the CGC license and has worked in the Construction Industry since 2008. Mr. Schmidt has a strong knowledge of business development and operations.

Past Experience:

2017-President, Lawrence Lee Construction Services, Inc.
2014-2018, Florida Design Contractors, Inc. - Vice President
2010-2014, Wharton-Smith, Inc. - Project Manager
2008-2010, Knight Engineers & Architects - Civil Engineer

Education:

Bachelors of Science Degree in Civil Engineering, 2008
Rochester Institute of Technology

M. Richard Stahl
Senior Project Manager
(Stuart Office)

Mr. Stahl is in-charge of all Stuart project management. He has worked in the WTP/WWTP industry since 2016. He has a strong knowledge of project management procedures including schedules, budgets, submittals, & pay apps.

Past Experience:

2019-Present, Project Manager, Lawrence Lee Construction Services, Inc.
2016-2019, Florida Design Contractors, Inc. - Assistant Project Manager
1999-2009, Baltimore Orioles - Left Handed Pitcher

Education:

Bachelors of Science Degree in Civil Engineering, 2016
Bachelors of Business Administration Degree, 2011
Florida Atlantic University

Scott E. Barnhart
Project Manager
(Ft Myers Office)

Mr. Barnhart is in-charge of all Ft Myers project management. He has worked in the WTP/WWTP industry since 201X. He has a strong knowledge of project management procedures including schedules, budgets, submittals, & pay apps.

Past Experience:

2022-Present, Project Manager, Lawrence Lee Construction Services, Inc.
2015-2022, Project Manager, J.P. Murphy Utilities, Inc.
2007-2011, President, B&G Utilities, LLC

Education:

Bachelor of Science Degree Geology
Kent State University

Stephen Flannery
General Superintendent

Mr. Flannery is in-charge of all field operations. He has worked in the construction industry since 1985. Mr. Flannery has a strong knowledge of field operations including labor, equipment and installation procedures.

Past Experience:

2020-Present, Lawrence Lee Construction Services, Inc.
2019-2020, TLC Diversified, Inc. - Project Manager
2013-2019, Florida Design Contractors, Inc. - Superintendent
2008-2013, Drillmasters Directional Boring, Inc - President

Licensure:

State Utility Underground License, Expired 2013



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CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave., Stuart, FL 34994
West Coast: 3201 Marion St., Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

Part B

Qualifications/Experience of Subcontractor

LIST OF SUBCONTRACTORS

Proposer shall list below information regarding subcontractors who will perform work or labor or render service 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 Proposal Price. Proposer may indicate "self-perform" for Work they are qualified to self-perform. Failure to comply with this requirement may render the Proposal non-responsive and may cause its rejection.

Work to be Performed	Subcontractor Name & Address	Subcontractor License Number	Percent of Total Contract
Underground Utilities	Self-Perform	n/a	n/a
Stainless Steel Fabricator/Welding	TBD	n/a	TBD
HDPE Pipe Fusion	Self-Perform	n/a	n/a
Electrical	Wave Electric 980 Service St, UNit 24 West Palm Beach, FL 33407	EC13012344	20%
Roofing	TBD	n/a	TBD
HVAC	TBD	n/a	TBD
Instrumentation and Control	Champion Controls 811 NW 57th Place Fort Lauderdale, FL 33309	n/a	3%

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above as described in Part III Instructions for Preparing Proposals. Attach additional pages as needed.

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Wave Electrical [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 Wave Electrical [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name:

Philip Locke

Date:

23 SEP 2025

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 23rd (date) by Philip Locke (name of officer or agent, title of officer or agent) of Wave Electrical 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

Tammy MacWay

Tammy MacWay

Name typed, printed or stamped

My Commission Expires: 4/18/27

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LICENSEE DETAILS

11:04:04 AM 9/23/2025

Licensee Information

Name:	SCHNEIDER, GAAL (Primary Name) WAVE ELECTRICAL LLC (DBA Name)
Main Address:	980 SERVICE STREET WHSE#24 WEST PALM BEACH Florida 33409
County:	PALM BEACH

License Information

License Type:	Certified Electrical Contractor
Rank:	Cert Electrical
License Number:	EC13012344
Status:	Current,Active
Licensure Date:	03/07/2023
Expires:	08/31/2026

Special Qualifications

Qualification Effective

Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Champion Controls, Inc. [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 Champion Controls, Inc. [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Marcel Wedderburn/COO

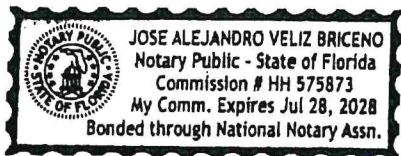
Date: 9/23/2025

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 9/23/2025 (date) by Marcel Wedderburn (name of officer or agent, title of officer or agent) of Champion Controls, Inc. (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

Jose Veliz

Name typed, printed or stamped

My Commission Expires: 07/28/2028

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Florida
dbpr

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LICENSEE DETAILS

1:00:24 PM 9/23/2025

This is a business tracking record only.

Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	CHAMPION CONTROLS INC (Primary Name)
Main Address:	811 NW 57TH PLACE FT LAUDERDALE Florida 33309
County:	BROWARD

License Information

License Type:	Electrical Business Information
Rank:	Business Info
License Number:	
Licensure Date:	
Expires:	

Special Qualifications

Qualification Effective

--

Alternate Names

--

[View Related License Information](#)

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LIST OF EQUIPMENT AND MATERIAL SUPPLIERS

Proposer shall list below information regarding suppliers who will perform work or specially fabricate or supply equipment and/or materials to the prime contractor in or about the construction of the Work or improvement according to the plans and specifications. Supplier name and estimated lead time provided as time of bid submission must be provided for the items listed below, at a minimum. Failure to comply with this requirement may render the Proposal non-responsive and may cause its rejection.

Equipment and Materials to be Supplied	Supplier Name & Address	Estimated Lead Time	Percent of Total Contract
Valves (>12-inches)	McDade Waterworks PO Box 16039 Tampa, FL 33069	26 weeks	2%
Valves (<= 12-inches)	McDade Waterworks PO Box 16039 Tampa, FL 33069	26 weeks	2%
Pipe (DIP, PVC and/or HDPE)	McDade Waterworks PO Box 16039 Tampa, FL 33069	8 weeks	2%
Pipe (Stainless Steel and Duplex)	McDade Waterworks PO Box 16039 Tampa, FL 33069	16 weeks	4%
NFC Pumps	Flowserve	26 weeks	3%
ROC Pumps	Flowserve	26 weeks	3%
Horizontal End Suction Pumps	Griswold	10 weeks	<1%
Instrumentation	Champion Controls	12 weeks	1%
Variable Frequency Drives (VFDs)	Eaton	36 weeks	3%
Motor Control Centers (MCCs)	Eaton	40 weeks	3%
Programmable Logic Controllers (PLCs)	Allen-Bradley	28 weeks	1%
Electrical Panels	Eaton	8 weeks	1%
Doors	Chempruf	8 weeks	<1%



LAWRENCE ■ LEE
CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

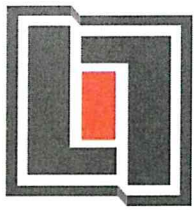
Part C

Project Approach

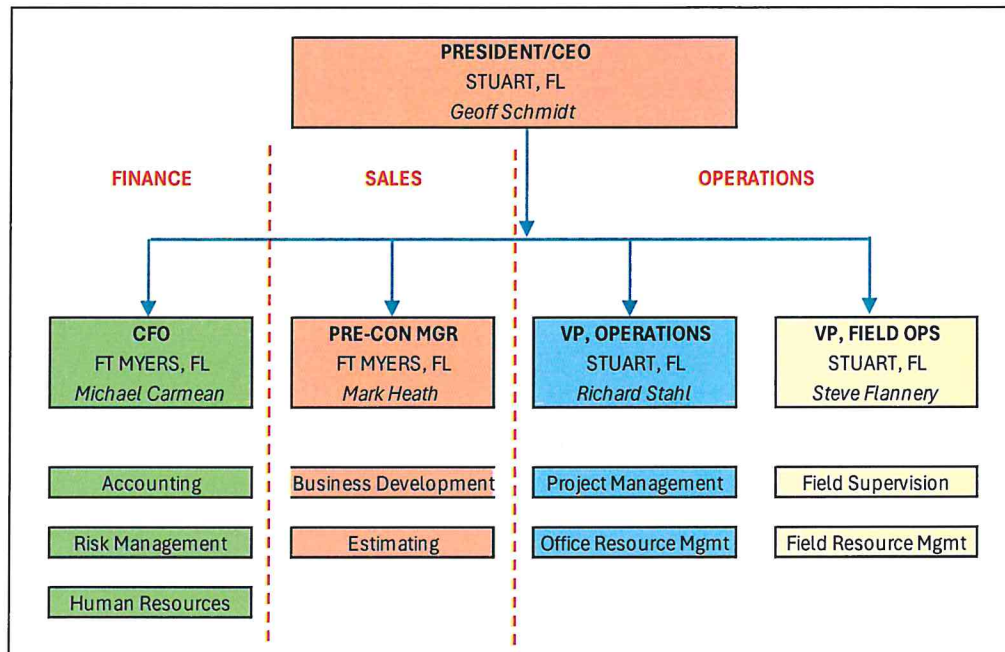
And

Part D

Communication



Organizational (simple) Chart



- A more detailed Organizational Chart can be provided upon low bid and request.

Project Approach

Included in this proposal is a DRAFT Bid schedule which outlines our approach to this project. Please understand this is a draft schedule and is subject to change based on quoted versus actual lead times of materials and equipment.

- Upon Low Bid – Our Pre-Construction department holds a turn-over meeting to Operations.
- Upon Award – Our Operations department starts procurement including writing; POs/SCs and obtaining submittals for the Owner/Engineer's review.
- Pre-Construction Meeting – We will provide a draft Construction Schedule, draft Schedule of Values and draft Submittal Log for the Owner/Engineer's review.
- Construction – Our team has decades of W/WWTP experience in which we will ensure a timely/quality project.
- Start-Up – We hold various Start-Up meetings with the Owner/Engineer to ensure the plant remains in service during start-ups.
- Closeout – Our goal is turn-over a project in which the Owner has been properly trained to operate the new systems put in place.

Communication

We follow the proper lines of communication for construction (Owner ← Engineer ← General Contractor ← Vendor/Subcontractors).



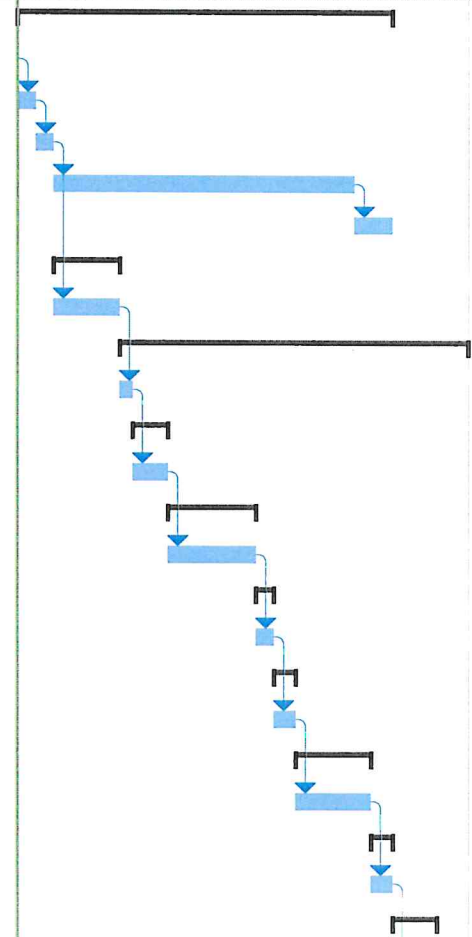
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Part E

Current Capacity and Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Q2 Q3 Q4 2026 Q1 Q2 Q3 Q4 2027 Q1 Q2 Q3 Q4											
1		MILESTONES	425 days	Tue 9/23/25	Mon 5/10/27												
2		BID	1 day	Tue 9/23/25	Tue 9/23/25												
3		AWARD	20 days	Wed 9/24/25	Tue 10/21/25												
4		NTP	20 days	Wed 10/22/25	Tue 11/18/25												
5		SC	342 days	Wed 11/19/25	Thu 3/11/27												
6		FC	42 days	Fri 3/12/27	Mon 5/10/27												
7		PROCUREMENT	75 days	Wed 11/19/25	Tue 3/3/26												
8		GENERAL PROCUREMENT	75 days	Wed 11/19/25	Tue 3/3/26												
9		CONSTRUCTION	395 days	Wed 3/4/26	Tue 9/7/27												
10		MOB/SWPPP	15 days	Wed 3/4/26	Tue 3/24/26												
11		NFC BOOSTER PUMP STATION	40 days	Wed 3/25/26	Tue 5/19/26												
12		NFC BPS COMPLETE	40 days	Wed 3/25/26	Tue 5/19/26												
13		ROC BOOSTER PUMP STATION	100 days	Wed 5/20/26	Tue 10/6/26												
14		ROC BPS COMPLETE	100 days	Wed 5/20/26	Tue 10/6/26												
15		NEUTRALIZATION SYSTEM	20 days	Wed 10/7/26	Tue 11/3/26												
16		NS COMPLETE	20 days	Wed 10/7/26	Tue 11/3/26												
17		DZMW & DIW PUMPS	25 days	Wed 11/4/26	Tue 12/8/26												
18		PUMPS COMPLETE	25 days	Wed 11/4/26	Tue 12/8/26												
19		NFC DISCHARGE PIPE	85 days	Wed 12/9/26	Tue 4/6/27												
20		NFC PIPE COMPLETE	85 days	Wed 12/9/26	Tue 4/6/27												
21		RO ELECTRIC ROOM	25 days	Wed 4/7/27	Tue 5/11/27												
22		RO ROOM COMPLETE	25 days	Wed 4/7/27	Tue 5/11/27												
23		BACKWASH SYSTEM	50 days	Wed 5/12/27	Tue 7/20/27												



Project: Bid Schedule Template Date: Tue 9/23/25 DRIFT	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID		Task Mode	Task Name	Duration	Start	Finish	2026			2027					
							Q2	Q3	Q4	Q1	Q2	Q3	Q4		
24			BACKWASH COMPLETE	50 days	Wed 5/12/27	Tue 7/20/27									
25			SITE RESTORATION	35 days	Wed 7/21/27	Tue 9/7/27									
26			SITE RESTORATION COMPLETE	15 days	Wed 7/21/27	Tue 8/10/27									
27			PROJECTCLOSEOUT	20 days	Wed 8/11/27	Tue 9/7/27									

Project: Bid Schedule Template

Date: Tue 9/23/25

DRAFT

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone













Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only















External Tasks

External Milestone

Deadline

Progress

Manual Progress













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Part F

Project Cost

PRICE PROPOSAL FORM
DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)

The Proposer must complete all information requested in this Proposal Form. 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.

Proposing Company Name: Lawrence Lee Construction Services, Inc.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
BID ITEMS					
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance (not to exceed 2% of the construction bid items)	1	LS	\$ <u>150,000.00</u>	\$ <u>150,000.00</u>
3	General Conditions/Contract Administration (not to exceed 3% of the construction bid items)	1	LS	\$ <u>225,000.00</u>	\$ <u>225,000.00</u>
4	Mobilization/Demobilization (not to exceed 8% of the construction bid items)	1	LS	\$ <u>600,000.00</u>	\$ <u>600,000.00</u>
5	Shop Drawings, Survey Layout & Record Drawings	1	LS	\$ <u>35,000.00</u>	\$ <u>35,000.00</u>
6	Undefined Conditions Allowance	1	ALLOW	\$ <u>250,000.00</u>	\$ <u>250,000.00</u>
7	NFC Pump System	1	LS	\$ <u>1,400,000.00</u>	\$ <u>1,400,000.00</u>
8	ROC Pump System	1	LS	\$ <u>2,483,900.00</u>	\$ <u>2,483,900.00</u>
9	Neutralization System	1	LS	\$ <u>600,000.00</u>	\$ <u>600,000.00</u>
10	DZMW and DIW Sample and Sump Pumps	1	LS	\$ <u>500,000.00</u>	\$ <u>500,000.00</u>
11	NFC Discharge Pipe	1	LS	\$ <u>1,100,000.00</u>	\$ <u>1,100,000.00</u>
12	RO Electric Room Cooling System Modifications	1	LS	\$ <u>475,000.00</u>	\$ <u>475,000.00</u>
13	Backwash Recovery Trough Weir Wall and Backwash Piping	1	LS	\$ <u>650,000.00</u>	\$ <u>650,000.00</u>
14	Site Restoration	1	LS	\$ <u>300,000.00</u>	\$ <u>300,000.00</u>

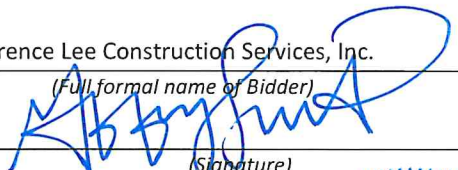
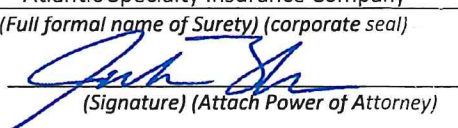
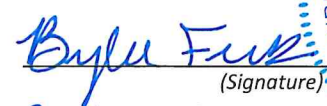
Total Price: (Items 1-14) = \$ 8,769,000.00

Total Price (Items 1 – 14) in Words: Eight million seven hundred sixty-nine thousand Dollars and no cents

**This page should be clearly marked with a tab for easy identification during the Proposal opening.*

PROPOSAL SECURITY/BID BOND

**This page should be clearly marked with a tab for easy identification during the proposal opening process.*

BIDDER Name: Lawrence Lee Construction Services, Inc. Phone: (561) 578-1912 Address (principal place of business): 800 SE Lincoln Ave. Stuart, FL 34994 Email Address: gs@lawrenceleeconstruction.com	SURETY Name: Atlantic Specialty Insurance Company Phone: (952) 852-2431 Address (principal place of business): 605 Highway 169 North, Suite 800 Plymouth, MN 55441 Email Address: bonds@jcasurety.com
OWNER Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 Email address: RebeccaW@jupiter.fl.us	BID Project (name and location): Deep Injection Well (DIW) Phase II Improvements (W2313F), 17403 Central Boulevard, Jupiter, FL <i>This project is located at the Town of Jupiter Water Treatment Plant.</i> Make new deep injection well (DIW) and dual zone monitor well (DZMW) systems operational. The work will include, but not necessarily be limited to, related site civil, mechanical, structural, instrumentation and control, and electrical improvements. Bid Due Date: <u>September 9, 2025</u>
BOND: <u>090925BidBond</u>	
Penal Sum: 5% of amount bid Date of Bond: <u>September 9, 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 Town of Jupiter, and as having an Agent resident therein.	
Bidder Lawrence Lee Construction Services, Inc. (Full formal name of Bidder)	Surety Atlantic Specialty Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Geoffrey L. Schmidt (Printed or typed)	Name: Jorge L. Bracamonte (Printed or typed)
Title: President	Title: Attorney-In-Fact & Florida Licensed Resident Agent
Attest:  (Signature)	Attest:  (Signature)
Name: Brylee Frank (Printed or typed)	Name: Kasandra Titus (Printed or typed)
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

PROPOSAL SECURITY/BID BOND (CONTINUED)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 150 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Hallie Martin, Jessie Sloan, Jorge L. Bracamonte, Thomas R Kirstein**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

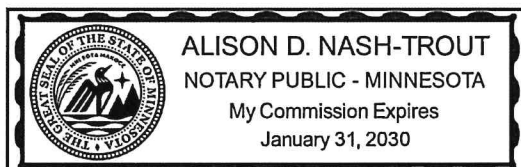
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of September, 2025.

This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary



LAWRENCE • LEE
CONSTRUCTION SERVICES

East Coast: 800 SE Lincoln Ave. Suwanee, FL 34994
West Coast: 3201 Marion St. Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

Part G

Completeness of Proposal

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF Florida
COUNTY OF Martin

Geoffrey L. Schmidt, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

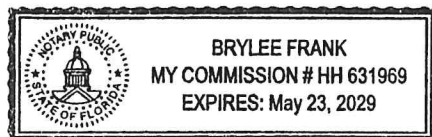
Date: 9 / 9 / 2025

By

[Signature]

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Geoffrey L. Schmidt, an authorized representative of Lawrence Lee Construction Services, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 9 day of 9, 2025.

[Notary Seal]



[Signature]
NOTARY PUBLIC

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 Lawrence Lee Construction Services, Inc.
[print name of the public entity]

by Geoffrey L. Schmidt, President
[print individual's name and title]

for Lawrence Lee Construction Services, Inc.
[print name of entity submitting sworn statement]

whose business address is 800 SE Lincoln Ave, Stuart, FL 34994

and (if applicable) its Federal Employer Identification Number (FEIN) is:
82-2530315

(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.

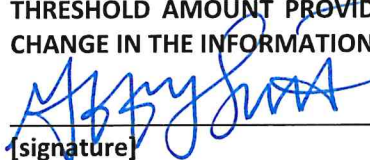
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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.

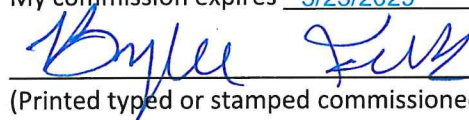

[signature]

Sworn to and subscribed before me this 9 day of September, 2025

Personally known Geoffrey L. Schmidt

OR Produced identification _____ Notary Public – State of FL

My commission expires 5/23/2029

 Brylee Frank
(Printed typed or stamped commissioned name notary public)



[Notary Seal]

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Lawrence Lee Construction Services, Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

Geoffrey L. Schmidt, President

Proposer's Printed Name and Title

9/9/2025

Date

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. <u>Trench Box</u>	<u>LF</u>	<u>1</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
B. _____				
C. _____				
D. _____				

Failure to complete the above may result in the bid being declared non-responsive.

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LAWRENCE • LEE
CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave. Stuart, FL 34994
West Coast: 3201 Marion St. Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

Appendix Addendums



UTILITIES

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

ISSUED: AUGUST 22, 2025
PROJECT TITLE: DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal Acknowledgement and Certification form.**

The Contract Documents shall include the following:

GENERAL

MEETING MINUTES

ADD the Pre-Proposal Meeting minutes and sign-in sheet included with this addendum to the RFP Documents.

IN THE DRAWINGS

ELECTRICAL DRAWINGS

ADD the electrical plans, Sheets E-1 through E-33, included with this addendum to the RFP Documents.

END OF ADDENDUM 1



UTILITIES

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

ISSUED: AUGUST 27, 2025
PROJECT TITLE: DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal Acknowledgement and Certification form.**

The Contract Documents shall include the following:

IN THE FRONT ENDS

REQUEST FOR PROPOSALS / LEGAL ADVERTISEMENT

DELETE the Request for Proposals advertisement in its entirety and **REPLACE** it with the revised Request for Proposals advertisement included with this addendum. This revision extends the Proposal Submission Deadline to September 16, 2025.

PART I – GENERAL REQUIREMENTS

REVISE the RFP Opening date within the instructions for addressing the sealed proposal under Section 1.3 – Proposal Submission and Withdrawal as follows:

1.3 PROPOSAL SUBMISSION AND WITHDRAWAL

Sealed proposals shall be submitted at the time and place indicated in the advertised Request for Proposals, or subsequent addenda, if any, and shall be enclosed in a sealed package marked with the RFP title, name and address of the Proposer.

The face of the sealed envelope shall be addressed as:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

RFP Opening: **September 16, 2025** at 2:30pm
Deep Injection Well (DIW) Phase II Improvements (W2313F)



UTILITIES

ADDENDUM NO. 3 TO CONTRACT DOCUMENTS

ISSUED: SEPTEMBER 3, 2025
PROJECT TITLE: DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal Acknowledgement and Certification form.**

The Contract Documents shall include the following:

IN THE DRAWINGS

SHEETS S-7 AND M-8

DELETE Sheet S-7: ROC Booster Pump Station Structural Details in its entirety and **REPLACE** it with the revised Sheet S-7 included with this addendum.

DELETE Sheet M-8: RO Cooling System Plan in its entirety and **REPLACE** it with the revised Sheet M-8 included with this addendum.

END OF ADDENDUM 3



UTILITIES

ADDENDUM NO. 4 TO CONTRACT DOCUMENTS

ISSUED: SEPTEMBER 10, 2025
PROJECT TITLE: DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal Acknowledgement and Certification form.**

The Contract Documents shall include the following:

IN THE RFP DOCUMENTS

PART IV – EVALUATION OF PROPOSALS

DELETE Section 4.1.B. Selection under Part IV – Evaluation of Proposals in its entirety and **REPLACE** it with the revised Section B. as follows:

B. Selection – The Town will appoint a selection committee consisting of three to five members ~~of its staff~~ to evaluate responses. Each committee member will independently review submitted proposals, assign a score for each of the criterion above based on the proposal responses, and calculate a total score for each proposal. In order to eliminate the variation in scores between committee members, each member will use the total score calculated for each proposal to rank the proposals from high to low. The proposal with the highest point score will be assigned a ranking of one (1), and remaining proposals ranked sequentially in accordance with total point score. For example, if the Town receives five (5) proposal responses, the proposals with the highest and lowest total point scores will be assigned a ranking of one (1) and five (5), respectively. Should the committee member's total score for each proposal result in a tie then the assigned rank should be the same value, next sequential number skipped and remaining proposals ranked sequentially thereafter. For example, Firms A, B, C, D and E having scores of 90, 90, 87, 80 and 78 should be assigned the following ranks: 1, 1, 3, 4, and 5.

The selection committee will hold a public meeting where each committee member will present their scores and respective rankings for the purpose of identifying the most qualified contractor(s) that meet the requirements of this RFP. The rankings provided by each committee member will be summed up, and selection of the most qualified contractor(s) will be based on the proposal(s) with the lowest combined ranking. Should the lowest combined rankings result in a tie then the selection of the most qualified contractor will be based on the proposal with the highest combined score. The Selection Committee will proceed to negotiate a contract with select the most qualified contractor deemed most qualified as represented by the lowest combined rank or highest combined score in the event of a tie. ~~to proceed with contract negotiation.~~



UTILITIES

ADDENDUM NO. 5 TO CONTRACT DOCUMENTS

ISSUED: SEPTEMBER 11, 2025
PROJECT TITLE: DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal Acknowledgement and Certification form.**

The Contract Documents shall include the following:

IN THE FRONT ENDS

REQUEST FOR PROPOSALS / LEGAL ADVERTISEMENT

DELETE the Request for Proposals advertisement in its entirety and **REPLACE** it with the revised Request for Proposals advertisement included with this addendum. **This revision extends the Proposal Submission Deadline to September 23, 2025.**

PART I – GENERAL REQUIREMENTS

REVISE the RFP Opening date within the instructions for addressing the sealed proposal under Section 1.3 – Proposal Submission and Withdrawal as follows:

1.3 PROPOSAL SUBMISSION AND WITHDRAWAL

Sealed proposals shall be submitted at the time and place indicated in the advertised Request for Proposals, or subsequent addenda, if any, and shall be enclosed in a sealed package marked with the RFP title, name and address of the Proposer.

The face of the sealed envelope shall be addressed as:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

RFP Opening: **September 23, 2025** at 2:30pm
Deep Injection Well (DIW) Phase II Improvements (W2313F)



UTILITIES

ADDENDUM NO. 6 TO CONTRACT DOCUMENTS

ISSUED: SEPTEMBER 15, 2025
PROJECT TITLE: DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal Acknowledgement and Certification form.**

The Contract Documents shall include the following:

IN THE TECHNICAL SPECIFICATIONS

15100 PIPING AND VALVES

ADD the following sections to Part 2 – Products of Specification 15100: Piping and Valves:

2.24 TAPPING SADDLE

Tapping sleeve shall be constructed of 316 stainless steel material fully passivated. Welded threaded tap shall be the size called for on the drawings. Gaskets to be constructed of EPDM. Sleeve shall be "FS" Stainless Steel Saddle – Single Band by Ford Meter Box Company, Inc.

2.25 AIR RELEASE VALVE

- A. Air Release Valves shall be the type to automatically exhaust large quantities of air during filling and pressure conditions.
- B. Valve shall be with 2" N.P.T. threaded inlet as specified on the plans and 1/2" N.P.T. outlet. The valve body, cover flange, float, lever and linkage and all hardware shall be 316 stainless steel. The diaphragm O-ring, seat, and damper ring shall be Buna -N. Assembly nuts and bolts shall be 316 stainless steel.
- C. Valve shall be the Model PX20-2 Automatic Air and Vacuum Valve by Crispin Valve, or approved equivalent.



UTILITIES

ADDENDUM NO. 7 TO CONTRACT DOCUMENTS

ISSUED: SEPTEMBER 16, 2025
PROJECT TITLE: DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal Acknowledgement and Certification form.**

The Contract Documents shall include the following:

IN THE DRAWINGS

SHEET E-2

DELETE Sheet E-2: Electrical Site Plan in its entirety and **REPLACE** it with the revised Sheet E-2: Electrical Site Plan included with this addendum.

END OF ADDENDUM 7

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and Lawrence Lee Construction Services, Inc., 800 SE Lincoln Ave, Stuart, FL 34994, a State of Florida Corporation, 82-2530315 (FEIN number) hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials necessary to modify the Town of Jupiter Water Treatment Plant’s waste disposal facilities and related ancillary systems, as required, to make new deep injection well (DIW) and dual zone monitor well (DZMW) systems operational. The work will include, but not necessarily be limited to, construction of separate nanofiltration concentrate (NFC) and reverse osmosis concentrate (ROC) pumping systems each consisting of three (3) pumps with electrical, controls, stainless steel manifold piping and valves, modification to an existing filter backwash disposal system, construction of underground pipe modifications and valves to route NFC, ROC and backwash waste flows to an existing and new DIW, construction of two (2) sample pumps for an existing and new DZMW with electrical, controls, stainless steel piping and valves, modifications to an existing building intended to house the ROC pump station including roof improvements, new air conditioning system, lighting and electrical improvements, installation of one (1) 2,500 gallon double wall poly tank with stainless piping and eductor neutralization system, two (2) air conditioning cooling water circulation pumps with associated wall mounted 4” and 6” PVC pipe, relocation of an existing door, and related appurtenances as depicted on the contract drawings, technical specifications and as described herein. Proposals received will be evaluated by a Selection Committee based on contractor qualifications, experience, project approach and cost as described by the RFP Documents.

- 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: **DEEP INJECTION WELL (DIW) PHASE II IMPROVEMENTS (W2313F) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the following:

JLA Geosciences Inc.	Kimley-Horn & Associates
1907 Commerce Lane	1920 Wekiva Way
Suite 104	Suite 200
Jupiter, FL 33458	West Palm Beach, FL 33411

- 2.2 The Town of Jupiter will administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion:	480 calendar days from Notice to Proceed
Final Completion:	540 calendar days from Notice to Proceed

- 3.2 OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement.
- 3.3 The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.
- 3.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Article 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3.1 above from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.
- 3.5 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 20 business days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment incorporated into the Work, less in each case the aggregate payments previously

made. Owner may, at their sole discretion, give consideration to payment for materials and equipment delivered and suitably stored but not incorporated into the Work, but is not under any obligation to do so.

- 5.5 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.
- 6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.
- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.
- 6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.
- 6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Legal Advertisement / Request for Proposals
 - 8.1(c) Part I – General Requirements
 - 8.1(d) Part II – Statement of Work
 - 8.1(e) Part III – Instructions for Preparing Proposals
 - 8.1(f) Part IV – Evaluation of Proposals
Part V – Proposal Forms:
 - 8.1(g) Proposal Acknowledgment and Certification
 - 8.1(h) Price Proposal Form
 - 8.1(i) Proposer's Questionnaire
 - 8.1(j) Previous Experience and References
 - 8.1(k) Contractor Safety Qualification Form
 - 8.1(l) Contractor E-Verify Affidavit Form
 - 8.1(m) List of Subcontractors
 - 8.1(n) Subcontractor E-Verify Affidavit Form
 - 8.1(o) List of Equipment and Material Suppliers
 - 8.1(p) Price Proposal Form
 - 8.1(q) Proposal Security/Bid Bond
 - 8.1(r) Non-Collusive Affidavit Form
 - 8.1(s) Sworn Statement
 - 8.1(t) Drug-Free Workplace Certification
 - 8.1(u) Trench Safety
Part VI – Contract Forms and Agreement:
 - 8.1(v) Notice of Intent to Award
 - 8.1(w) Notice of Award
 - 8.1(x) Agreement (Contract) between OWNER and CONTRACTOR

- 8.1(y) Notice of Commencement
- 8.1(z) Combined Payment and Performance Bond
- 8.1(aa) Opinion of Town Attorney
- 8.1(bb) Notice to Proceed
- 8.1(cc) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
- 8.1(dd) Supplementary Conditions
- 8.1(ee) Technical Specifications including Appendices bearing the title: Deep Injection Well (DIW) Phase II Improvements (W2313F)
- 8.1(ff) Drawings bearing the title: Deep Injection Well (DIW) Phase II Improvements (W2313F)

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 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.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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.
- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONTRACTOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- 9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.5(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.6 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

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

9.7 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.7(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.
- 9.7(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

9.7(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

9.8 SCRUTINIZED COMPANIES LIST

9.8(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

9.8(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

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

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

CONTRACTOR

Lawrence Lee Construction Services, Inc.
800 SE Lincoln Ave
Stuart, FL 34994

Geoffrey L. Schmidt, President

(CORPORATE SEAL)

ATTEST

[SIGNATURE OF WITNESS]

[PRINT NAME AND POSITION]

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2026 - 2030			
Project Name: Deep Injection Well System		Department: Utilities	
Link to Strategic Plan/Strategic Result: Safety / Fiscal Responsibility		Project #: W2313	Projected In-Service Date: 2026
Project Description and Justification: Since 1990, the Town's reverse osmosis (RO) concentrate management practice has been surface water discharge through an outfall to the Southwest Fork of the Loxahatchee River. Permitted by FDEP this disposal method is subject to water quality of the receiving water body and regulatory changes that determine permitting requirements. Although permissible in 1990, surface water discharges for disposal of concentrate are now heavily scrutinized and challenging to permit. The Town's discharge permit includes stringent monitoring requirements and water quality limitations at the concentrate outfall and at specified distances within the River. Though the Town has consistently met permit conditions, water quality impairments in the River are driving regulatory changes, precluding surface water discharge as the preferable long term method for concentrate management. The most suitable long term strategy for management of concentrate and other water plant process waste streams is a Class I deep injection well (DIW) system. This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by providing a long term and sustainable management strategy for concentrate and other water plant process by-product/waste streams that is easily permissible and enables the Town to continue to produce drinking water necessary to satisfy customer demands safely and reliably while meeting all regulatory standards. Elimination of the Town's outfall from the River is expected to significantly reduce nitrogen loadings within the tributary and is integral to the Regional Loxahatchee River Pollutant Reduction Plan. The FDEP Administrative Order associated with the Town's RO concentrate surface water discharge permit requires that RO concentrate discharges to the River cease in December 2026. The existing RO concentrate surface water outfall will remain in place and be permitted for backup/emergency use only. Drilling of the DIW (Phase 1) is underway. Phase 2 improvements including site piping, pump stations and final wellheads to place the DIW into operation has been submitted to FDEP for permit and will advertise for bids upon receipt of permit review comments from FDEP. Implementation of this project is expected to yield annual operating cost savings of approximately \$850,000.			
Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Additional funds necessary for Phase 2 Construction (wellheads, pumps, piping), and placement of the well into service due to construction cost escalation.	2027/1	\$446,105
2027			\$0
2028			\$0
2029			\$0
2030			\$0
Project Photo(s) / Map of Location			
			

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2026 - 2030							
Project Name:						Department:	
Deep Injection Well System						Utilities	
Link to Strategic Plan/Strategic Result:						Project #:	
Safety / Fiscal Responsibility						W2313	
Project Budget:	Prior to 2026	2026	2027	2028	2029	2030	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$3,053,221	\$0	\$0	\$0	\$0	\$0	\$3,053,221
Construction	\$26,528,495	\$446,105	\$0	\$0	\$0	\$0	\$26,974,600
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$29,581,716	\$446,105	\$0	\$0	\$0	\$0	\$30,027,821
Funding Sources:	Prior to 2026	2026	2027	2028	2029	2030	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CRA funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Open space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recreation impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Road impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow/Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues							
CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEMA Hazard Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LRPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant (TBD)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$29,581,716	\$446,105	\$0	\$0	\$0	\$0	\$30,027,821
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$29,581,716	\$446,105	\$0	\$0	\$0	\$0	\$30,027,821
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$0	\$0	\$63,215	\$23,516,766	\$4,054,358	\$1,947,377	\$29,581,716
Amount Expended	\$0	\$0	\$18,676	\$1,359,731	\$8,030,237	\$4,365,619	\$13,774,264
Current Encumbrances						\$10,266,412	\$10,266,412
Remaining Available Budget							\$5,541,040

Footnote: Operating expenditure cost savings anticipated to continue after 5-year planning window.

Deep Injection Well System (W2313)
Project Budget (Updated 11/3/2025)

FY23 Appropriations (DIW Design, Permit & Const. Wells and Wellheads)	\$ 22,079,981
FY26 Appropriations (DIW Pump Stations & Site Piping Constr. & Testing)	\$ 7,947,840
Total Project Appropriations	\$ 30,027,821
<u>Expended & Encumbered to Date</u>	
Preliminary Planning & Permitting	\$ (81,740)
Sludge Pen Demolition & Site Development Engineering Design	\$ (108,530)
Hydrogeology & Engineering Design, Permitting & Construction Phase Services (W2313B)	\$ (2,305,479)
Construction of 24" Surficial RWM Mods for DIW Testing, Felix Assoc.	\$ (139,328)
Construction of DIW Site Improvements, BDI Contractors (W2313A)	\$ (540,429)
Construction of DIW and DZMW, Youngquist Brothers (W2313C)	\$ (20,821,044)
Materials Testing during Construction, Terracon	\$ (12,413)
Permit Fees	\$ (27,038)
Advertisements (Permit, RFQ & Bids)	\$ (3,384)
Subtotal Expended & Encumbered	\$ (24,039,384)
<u>Estimated Anticipated Expenses</u>	
Contract for DIW Phase 2 Improvements with Lawrence Lee Construction Services (W2313F) Incl Change Order	\$ (8,769,000)
Permitting	\$ (5,000)
Testing During Construction	\$ (50,000)
Contingency, 5%	\$ (381,000)
Subtotal Estimated Anticipated Expenses	\$ (9,205,000)
Total Budget Need	\$ 33,244,384
Budget Shortfall	\$ (3,216,563)
Budget Transfer from Water Enterprise Renewal & Replacement Fund	\$ 3,216,563
Total Budget Transfers	\$ 3,216,563
Amended Project Budget (W2313)	\$ 33,244,384

REVIEW OF CONSTRUCTION INDICES AND COSTS

The following indices were reviewed to provide an initial picture of national inflation in recent years, which has, in part, impacted costs to complete projects in Jupiter

- CPI-U: Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, which measures changes in the average prices paid by urban consumers for a fixed basket of goods and services over time. It serves as a common indicator for inflation and economic analysis
<https://data.bls.gov/timeseries/CUUR0000SA0>
- PPI – Government Construction: Producer Price Index by Commodity: Final Demand: Construction for Government, is a specific price index used to track changes in the cost of construction for government-funded projects. It represents the final demand for construction services, specifically those related to government projects.
<https://fred.stlouisfed.org/series/WPSFD432>
- PPI – Industrial Construction: Producer Price Index (PPI) for New Industrial Building Construction and encompasses the construction of buildings used for industrial purposes, such as manufacturing plants, factories, and warehouses.
<https://fred.stlouisfed.org/series/WPU80110401>

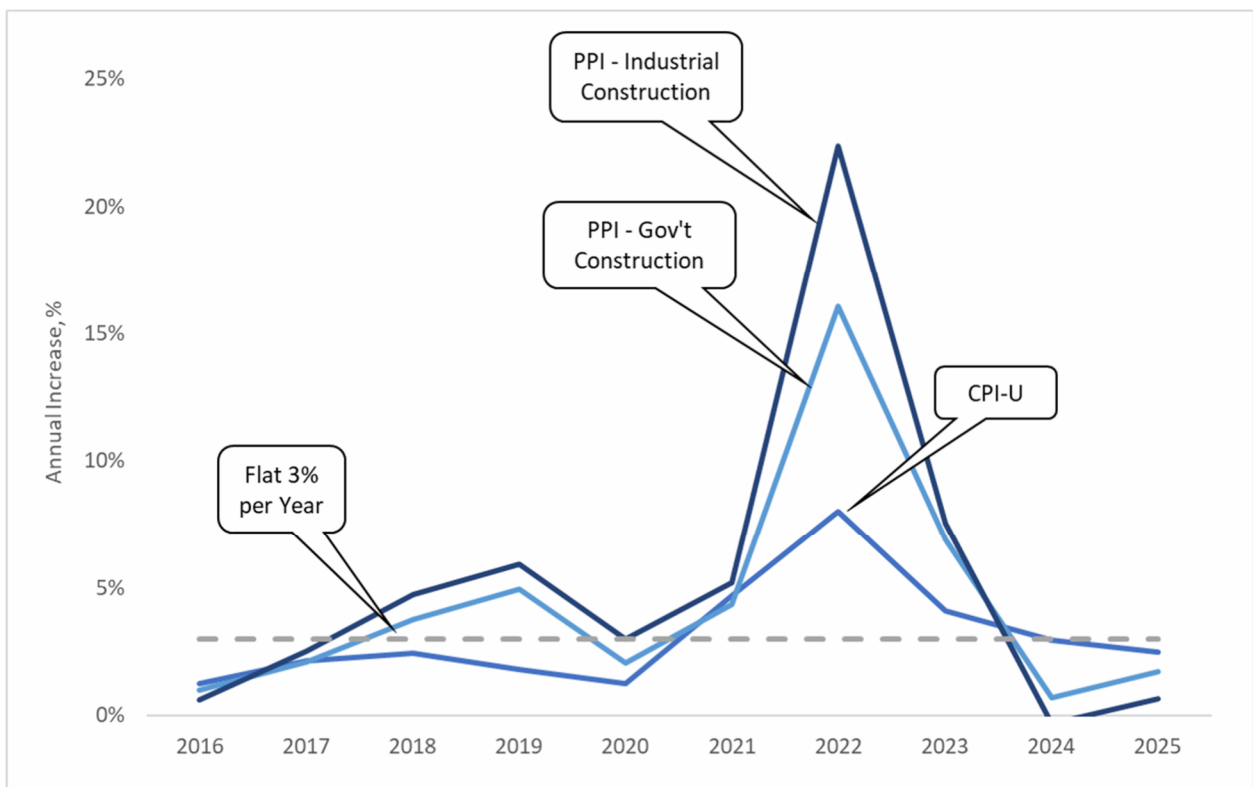


Figure 1. Annual increases since 2016 with comparison of a flat 3% per year increase

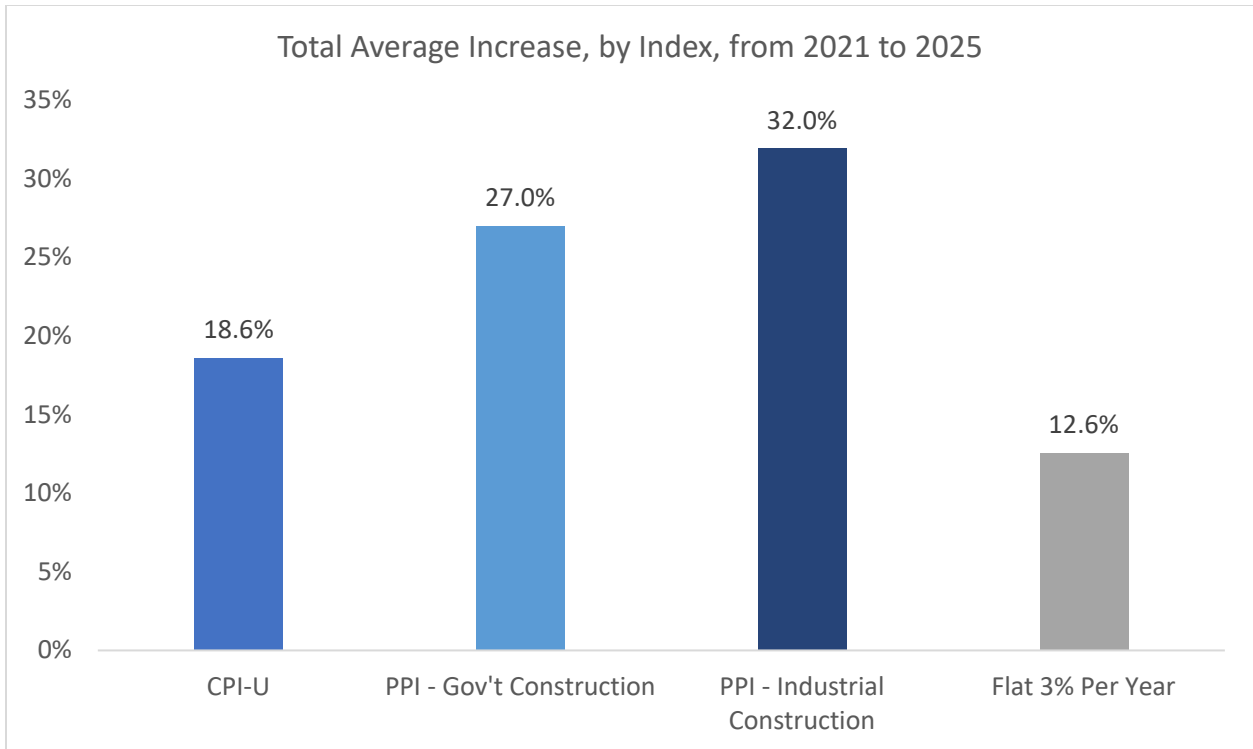


Figure 2. Total increase since 2021 for each index compared with a flat, 3% per year inflation

Historically, Utilities has referenced the CPI-U when determining a baseline inflationary factor to apply to construction cost estimates and has been adequate especially when developing future project costs. However, the range and volatility in recent years across the indices coupled with actual construction costs has made it very challenging to predict future project costs using inflationary adjustments alone. Additionally, these indices only explain a portion of what we are seeing locally in Palm Beach County and especially within specialized fields of utility and municipal work. The following pages provide data from Jupiter Utilities' projects (or neighboring municipalities) with actual costs and equivalent inflation rates to illustrate that cost increases seen locally are in many cases much worse than the national index.

CONSTRUCTION LABOR

UNDERGROUND GENERAL CONTRACTOR, 4-MAN CONTRUCTION CREW

Year	Average Hourly Rate
2016	\$225
2020	\$300
2023	\$390
2025	\$400

- Total increase: 78%
- Equivalent annual inflation: 6.6%

LICENSED WELL CONTRACTOR, 2-MAN CONSTRUCTION CREW

Year	Average Hourly Rate
2015	\$150
2017	\$200
2023	\$350
2025	\$420

- Total increase: 110%
- Equivalent annual inflation: 10.8%

LICENSED GENERAL CONTRACTOR FOR WATER PLANT MECHANICAL CONSTRUCTION

Year	Average Hourly Rate*
2021	\$81.64
2025	\$126.79

*Average across 8 positions incl. administrative, unskilled and skilled labor

- Total increase: 55%
- Equivalent annual inflation: 11.6%
- Highest rate increases for Skilled Positions including welders: 94% total increase and 18% equivalent annual inflation since 2021

LICENSED ELECTRICAL CONTRACTOR

Year	Average Hourly Rate*
2019	\$30.76
2025	\$110.66

*Average across 4 positions incl. administrative, unskilled and skilled labor

- Total increase: 260%
- Equivalent annual inflation: 23.8%

KEY DRIVERS ACROSS ALL CONSTRUCTION TRADES

- Lack of skilled construction labor
- Increasing market demand
- Labor costs following general construction cost trends

SELECT INDUSTRIAL-RATED EQUIPMENT AND MATERIALS

ELECTRICAL EQUIPMENT INCLUDING VARIABLE FREQUENCY DRIVES

- Equipment cost increases range from 18% to 31% since 2019
- Lead times have been 26+ weeks
- Key drivers: much of the automated electronic equipment is manufactured overseas including Israel; regional conflicts, tariffs, cost of rare minerals, etc.

MECHANICAL EQUIPMENT INCLUDING STAINLESS STEEL PUMPS

Year	Cost for 1 Vertical Turbine Pump
2014	\$ 98,000
2025	\$ 219,315

- Total increase: 124%
- Equivalent annual inflation: 7.6%
- Lead time is currently 35 weeks

Year	Cost for 1 Centrifugal Pump
2018	\$ 34,500
2025	\$ 92,000

- Total increase: 167%
- Equivalent annual inflation: 15.0%
- Lead time is currently 26 weeks

FABRICATED STAINLESS STEEL FOR WELLSITE PIPING

Year	Material Cost for 1 Wellsite
2014	\$23,650
2025	\$62,291

- Total increase: 163%
- Equivalent annual inflation: 9.2%

HIGH PERFORMANCE STAINLESS STEEL BUTTERFLY VALVES RATED FOR BURIED SERVICE

Year	Cost for 1, 24-inch Valve
2021	\$ 21,324
2023	\$ 65,000

- Total increase: 205%
- Equivalent annual inflation: 74.6%
- Lead time ~26 weeks

KEY DRIVERS IN THE COST INCREASES FOR INDUSTRIAL, STAINLESS STEEL EQUIPMENT AND MATERIALS

- Tariffs on metals including rare minerals imported from overseas
- General supply shortages exacerbated by high demand with highest impact to valves and pumps
- Long lead times leading to extended construction duration
- Limited number of qualified manufacturers / fabricators in the US
- Market instability with no promise of firm pricing

WELL CONSTRUCTION COST INCREASES

Key drivers: lack of qualified contractors (i.e., no competition) and rising costs of material and labor

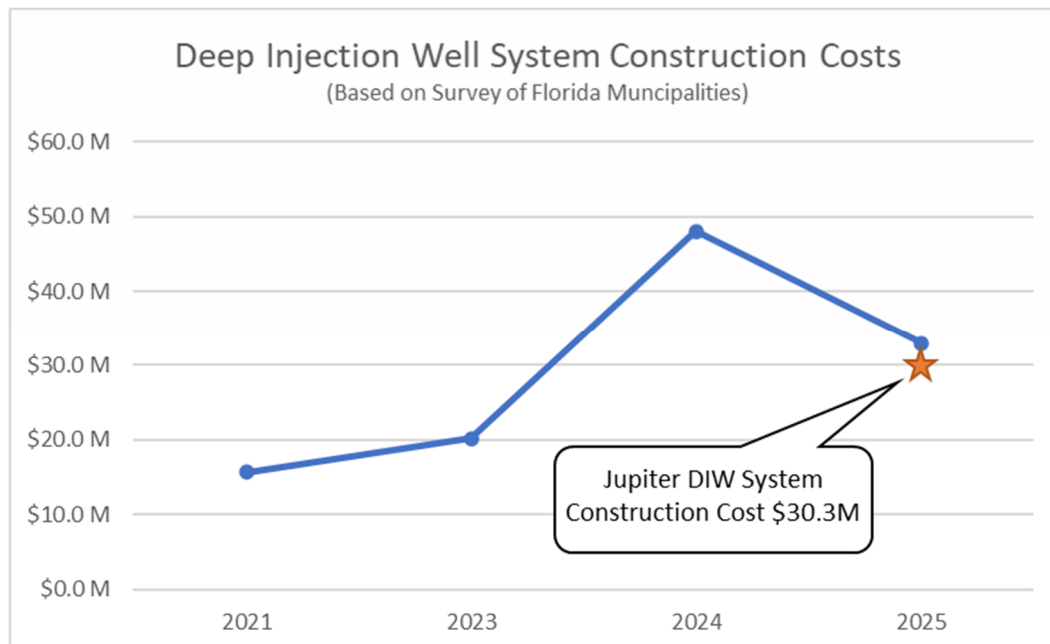
DEEP INJECTION WELL SYSTEM

Year	Construction Cost for DIW System*
2021**	\$ 15,700,000
2023	\$ 20,200,000
2024	\$ 48,000,000
2025	\$ 33,000,000
Jupiter	\$ 30,300,000

*Based on survey on municipalities around the state.
Scope in each project varies.

**Project consisted of limited process pipe modifications
and no pump station

- Total increase: 110%
- Equivalent annual inflation: 20.4%



*Work scopes vary across each project and not necessarily “apples to apples” comparison

SURFICIAL AQUIFER WELL DRILLING

Year	Cost for 1 Well
2021	\$ 265,597.51
2025	\$ 517,325.50

- Total increase: 95%
- Equivalent annual inflation: 18.1%

FLORIDAN AQUIFER WELL DRILLING

Year	Cost for 1 Well
2004	\$ 448,224.78
2023	\$ 2,052,738.00

- Total increase: 358%
- Equivalent annual inflation: 8.3%

SURFICIAL AQUIFER WELLHEAD CONSTRUCTION

Year	Cost for 1 Well
2022	\$ 401,143.77
2025	\$ 600,314.00

- Total increase: 50%
- Equivalent annual inflation: 14.4%

FLORIDAN AQUIFER WELLHEAD CONSTRUCTION

Year	Cost for 1 Well
2014	\$ 649,200.00
2025	\$ 1,613,700.00

- Total increase: 149%
- Equivalent annual inflation: 8.6%

WATER AND DRAINAGE PROJECT CONSTRUCTION COST INCREASES

6INCH DUCTILE IRON PIPE

Year	Installed Cost per LF
2020	\$35.00
2022	\$67.00
2024	\$220.00
2025	\$243.00
2025	\$232.00

- Total increase: 561%
- Equivalent annual inflation: 45.9%

6INCH PVC PIPE

Year	Installed Cost per LF
2020	\$23.00
2022	\$62.50
2024	\$70.00
2025	\$58.00
2025	\$64.00

- Total increase: 178%
- Equivalent annual inflation: 22.7%

6INCH GATE VALVE

Year	Installed Cost
2020	\$1,130.00
2022	\$3,100.00
2024	\$2,600.00
2025	\$3,390.00

- Total increase: 200%
- Equivalent annual inflation: 24.6%

18INCH RCP DRAINAGE

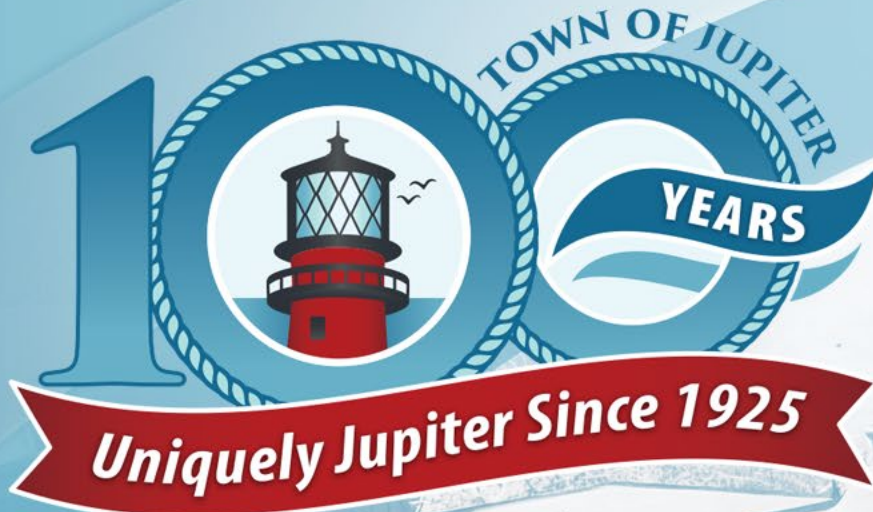
Year	Installed Cost
2019	\$77.50
2022	\$91.80
2024	\$125.00
2025	\$194.00

- Total increase: 150%
- Equivalent annual inflation: 16.5%

TOWN OF JUPITER

Deep Injection Well System Update

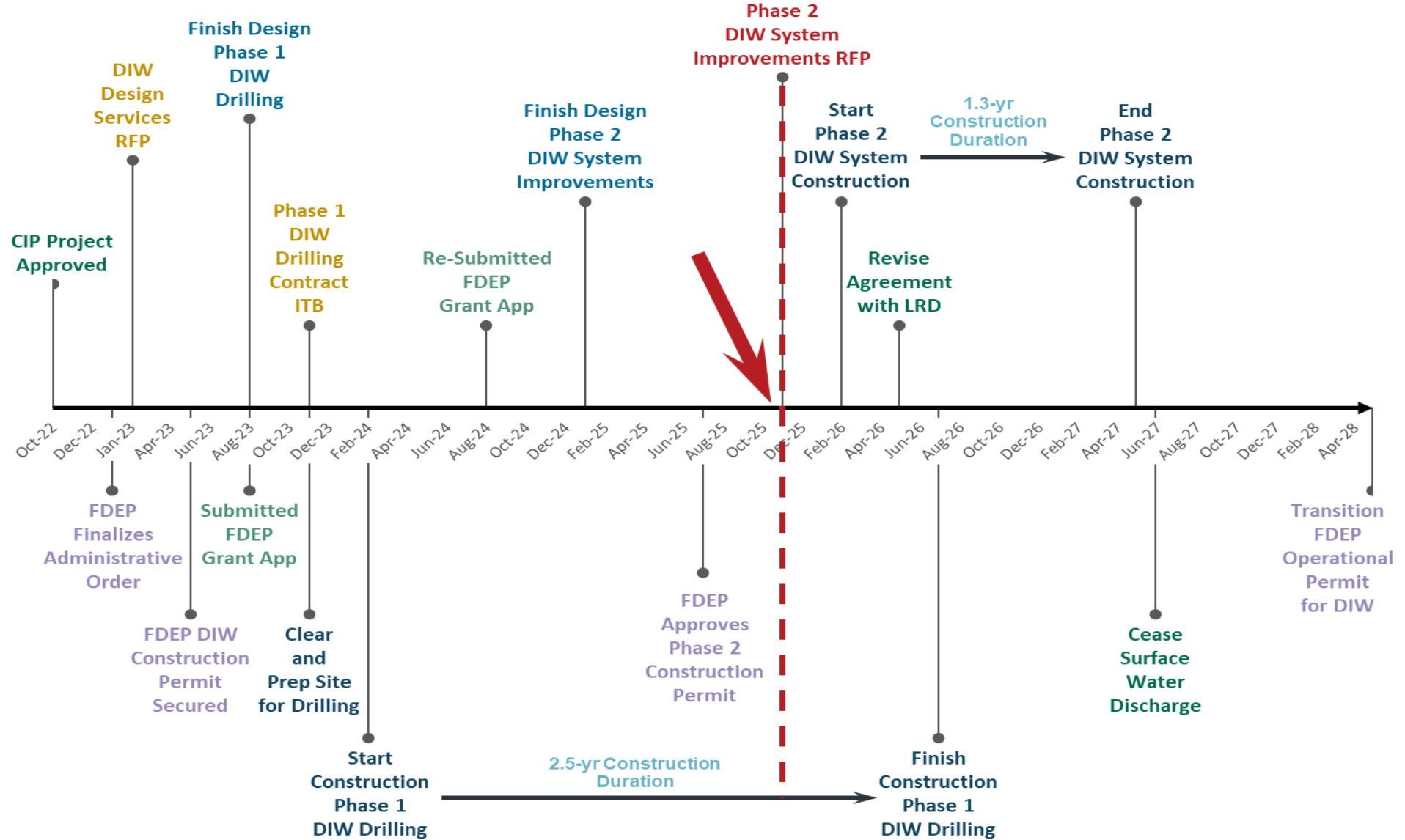
December 16, 2025



CENTENNIAL
CELEBRATION
1925 - 2025



Project Timeline



DIW Phase 2 Improvements

- Provides necessary plant modifications to re-route treatment waste streams for disposal to the Deep Injection Well (DIW) including:
 - Modifications to existing critical process piping
 - Construction of two pumping stations
 - Industrial electrical and mechanical systems
 - Extended equipment lead times
 - Instrumentation and control systems
 - Operational performance testing for regulatory compliance
 - Critical completion dates

Request for Proposals

- Two proposals were received and evaluated by selection committee.
- Selection committee ranked Lawrence Lee Construction Services, Inc. as the most qualified contractor for award based on proposal ranking.
- Review and evaluation of Lawrence Lee's previous experience on similar project types and reference checks were excellent.

Proposed Funding Option

- Total Appropriated CIP Project Budget: \$30,027,821
- Total Budget Need: \$33,244,384
 - Expended & Encumbered to Date: (\$24,039,384)
 - Lawrence Lee Construction Contract: (\$ 8,769,000)
 - Other Construction Costs & Contingency: (\$ 436,000)
- Additional funding request: \$ 3,216,563

* from additional Water R&R transfer at FY 2025 year end

Price Increases

Several factors contribute to the total bid price exceeding the estimated budget developed for the project

- Extreme volatility in the market for industrial labor, materials and equipment with continued inflation
- Complex construction project with a long duration and inherent risk
- Limited pool of qualified contractors with available workload capacity and interest in public bids

Key Take Aways

- Proposals were received and evaluated according to the Town's Procurement and Purchasing Policy.
- Lawrence Lee Construction Services, Inc. was ranked by the Selection Committee to be the most qualified contractor for the project.
- Resolution 104-25 provides for award of a construction contract to Lawrence Lee Construction Services for an amount of \$8,769,000 and an increase in the CIP project budget of \$3,216,563.
- Funding is available in the Water Enterprise Renewal and Replacement fund to meet the budget need.