AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, FEBRUARY 17, 2026
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.

PRESENTATION

1. Town-wide Flood Vulnerability Assessment

2. 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

3. February 3, 2026, Town Council Meeting Minutes.

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items

unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

PUBLIC HEARING

4. **Getz Subdivision**– Applications for a 0.36± acre property located on the north side of Center Street, approximately 1500 feet west of North Pennock Lane, to request the following.
   A. **Ordinance 4-26, Second Reading,** Voluntary annexation;
   B. Ordinance 5-26, Second Reading, Small-scale Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Low Residential, 1 Unit per Acre (LR-1), to Town of Jupiter (TOJ) Low Density Residential; and
   C. Ordinance 6-26, Second Reading, Zoning Map amendment from PBC Single-Family Residential (RS) to TOJ Compact Single-Family Residential (R-1A).

5. **Police Officers Pension Modifications/Update**
   A. Ordinance 12-26, First Reading, Amendment of Offset Healthcare Premiums Supplemental Retirement Benefits of the Police Officers Retirement Fund.
   B. Ordinance 13-26, First Reading, Amendment of DROP Supplemental Retirement Benefits of the Police Officers Retirement Fund.
   C. Ordinance 14-26, First Reading, Correction relating to the Police Officers Retirement Fund Pension Ordinance.

6. **Planet Kids** – Applications for two parcels totaling 1.4+/- acres located at 6910 174th St N and the corner of 147th St N and 68th Terrace N, to request the following.
   A. Ordinance 17-26, First Reading - Voluntary Annexation;
   B. Ordinance 18-26, First Reading - Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Medium Residential, 5 units per acre (MR-5) to Town of Jupiter (TOJ) High Density Residential; and
   C. Ordinance 19-26, First Reading - Zoning Map amendment from PBC Residential High (RH) to TOJ Residential, Limited Multifamily District (R-3). (Second Reading 3/17/2026)

PUBLIC BUSINESS

7. Approving Purchase of Furniture and Fixtures from JC White in the amount of $228,009, using a piggyback of the State of Florida Contract.

8. **Resolution 3-26,** Approving a contract to Lawrence Lee Construction Services, Inc. for Nanofiltration Acid Tank Replacements (W2514) for an amount of $1,976,600, and amendment of the project budget.

9. **Resolution 4-26,** Approving a contract to Grace Roofing & Sheet Metal Enterprise for Nanofiltration Roof Repairs and Replacement (W2529) for an amount of $527,741.

10. **Resolution 24-26,** Approving a contract with R&D Paving, LLC for the Jupiter Park Drive Turn Lane project in the amount of $1,592,710.25.

11. **Resolution 25-26,** Approving an ILA with Loxahatchee River Environmental Control District (LRECD) for Jupiter Park Drive Turn Lane.

REGULAR AGENDA

PUBLIC BUSINESS

12. **Resolution 40-26,** Approving an Amendment to the Town Attorney Agreement.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
Tuesday, March 3, 2026 7:00 p.m. — Town Council Chambers
Tuesday, March 17, 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 561-741-2530 at least 48 hours in advance to request accommodations.*

Hazen

February 17, 2026

TOWN OF JUPITER

Town-Wide Flood Vulnerability Assessment

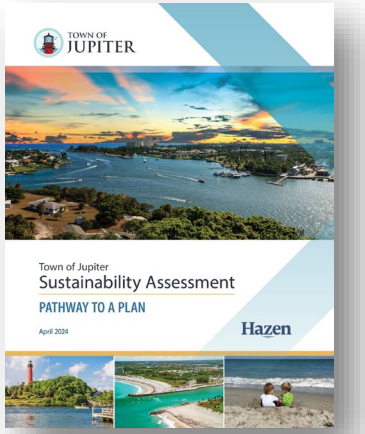
This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's (FDEP's) Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

TOWN OF JUPITER

Background

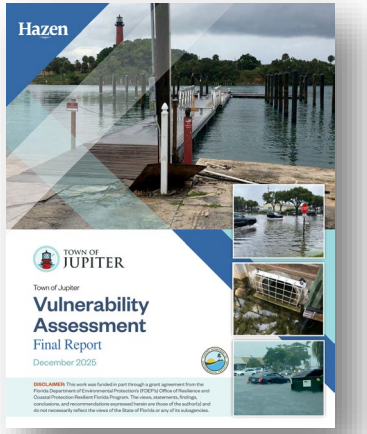
Strategic Initiative

- Develop a sustainability plan document for the Town



Environmental Task Force

- Recommended completing a Vulnerability Assessment



Vulnerability Assessment

- Grant-funded study through FDEP Resilient Florida Program

Why This Is the Right Approach

- Florida faces worsening extreme weather and sea-level rise
- Jupiter's coastal location increases flood risk
- Evaluation of current and future flood scenarios supports proactive planning and long-term community resilience

Florida Statute 380.093 provides a framework and grant funding to help communities plan and invest in reducing flood risk

- Compliant study allows Jupiter to be eligible for grant funding
- Created stormwater model can be leveraged for future flood control projects

TOWN OF JUPITER

Vulnerability Assessment Process

- Identify Town's Critical and Regionally Significant Assets
- Develop a Town-Wide Stormwater Model to simulate flooding across multiple scenarios
- Exposure Analysis: Identify extent of flooding across all scenarios
- Sensitivity Analysis: Measure impact of flooding on assets and assign risk scores
- Identify focus areas for mitigation and minimizing impacts

What is a Comprehensive Vulnerability Assessment?

A process of evaluating current and future flood risks including sea level rise and how this impacts the community's critical assets.

What is a Critical Asset?

Vital community elements and resources ranging from roadways and evacuation routes to culturally significant landmarks like Sawfish Bay. Also included are essential facilities, like fire stations, utility infrastructure, parks and beaches.

TOWN OF JUPITER

Key Findings

The **highest risk scores** are concentrated in northern portions of Jupiter due to coastal proximity and low elevation reflecting the older development era

Of 587 **Critical Assets, 361 showed some flooding vulnerability** in at least one (1) model scenario indicating room for resilience improvements

More than **50% of roadway segments were at least 80% flooded** in one or more scenarios.

Emergency **potable water inter-connects** and wells critical to **water supply**, and some wastewater **lift stations** showed **high vulnerability, especially in low-lying areas**.

TOWN OF JUPITER

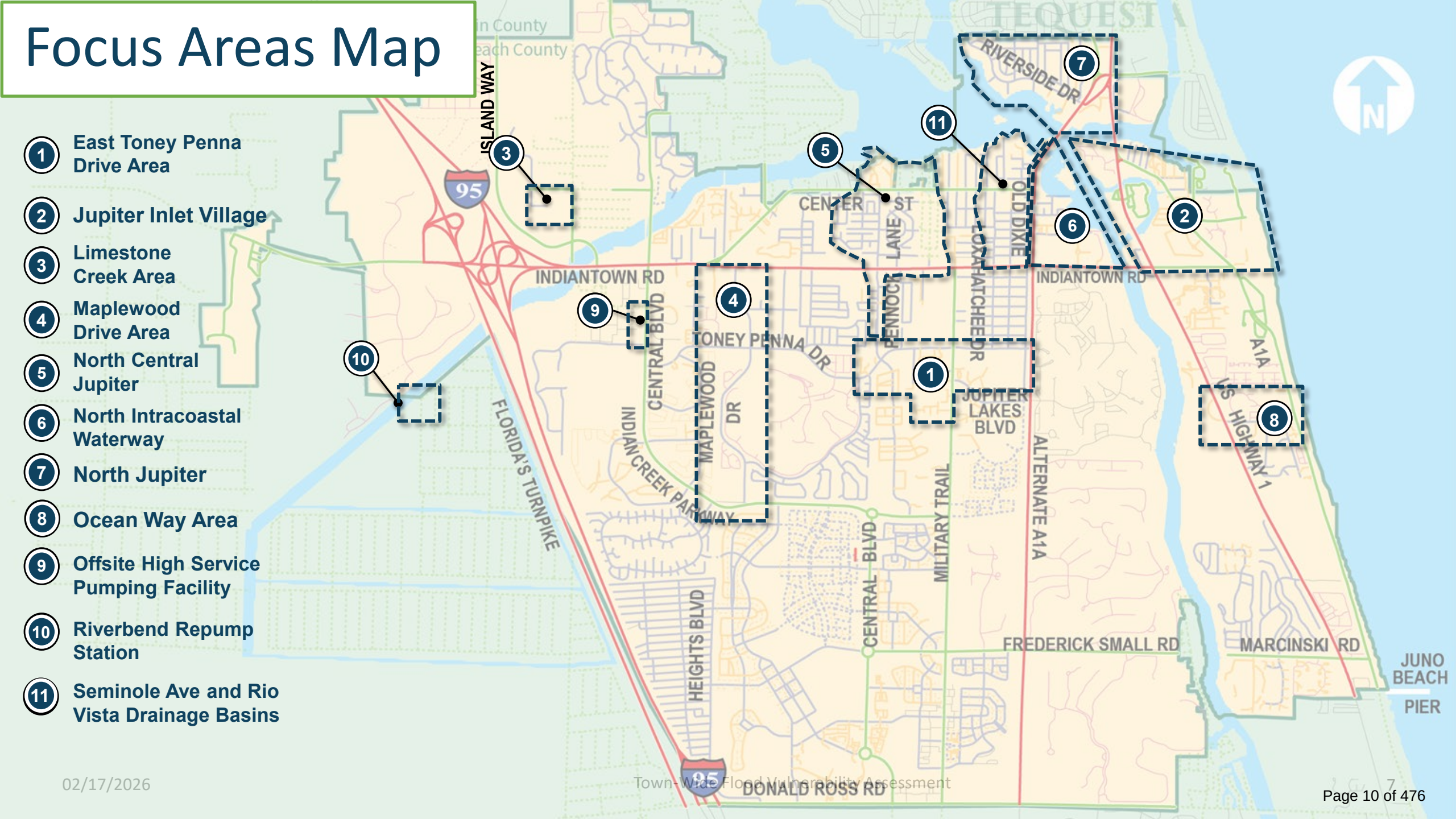
Focus Areas

Geographic areas with critical assets having higher flood risk to focus adaptation planning

- 11 Focus Areas were identified based on:
  - Flood risk
  - Density of critical assets
  - Community and economic importance
  - Historical vulnerability

TOWN OF JUPITER

Focus Areas Map



Previous Improvements

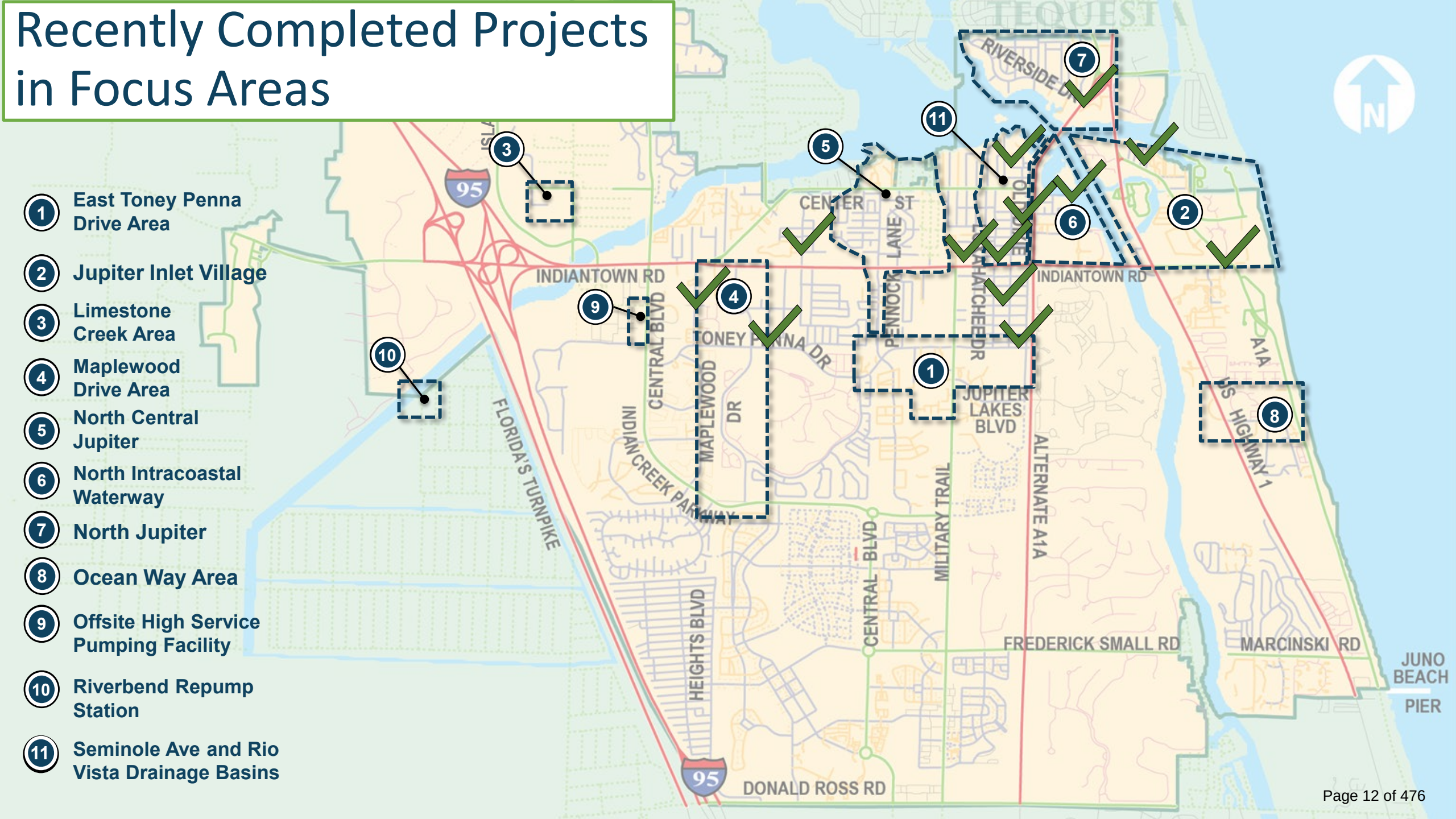
Stormwater Utility Mission: To minimize the risk of flooding and improve stormwater quality

- Stormwater Pump Stations
  - Seminole, NE 7th Avenue, Old Dixie
- Pine Gardens North and South
- Jupiter Inlet Village
- Elsa and Paulina Roads
- North A1A

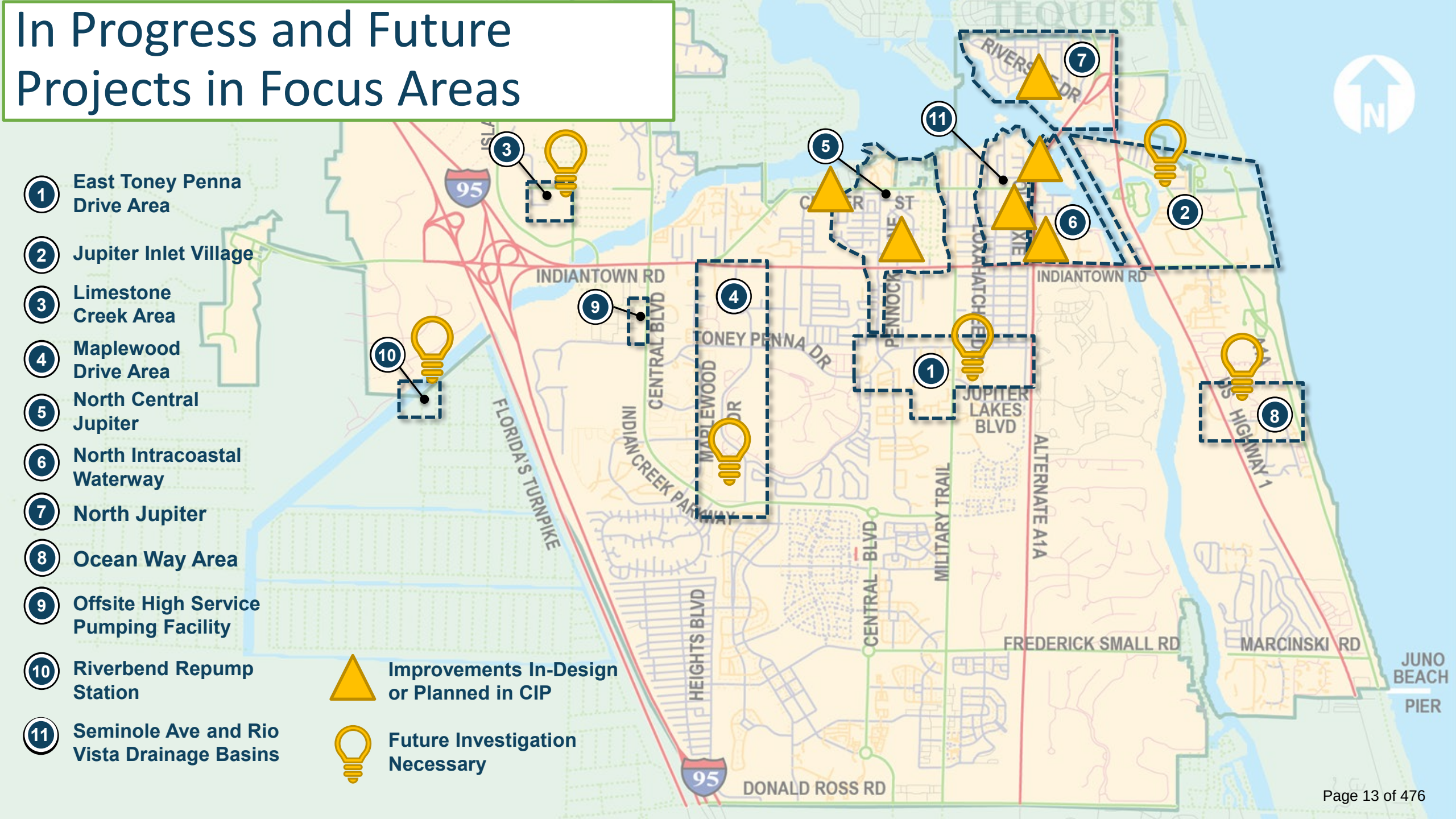
Photo of the Old Dixie Highway Pump Station

TOWN OF JUPITER

Recently Completed Projects in Focus Areas



In Progress and Future Projects in Focus Areas



Summary

- Flood risk is driven by a combination of **coastal storm surge**, **heavy rainfall**, and **elevated groundwater table**
- Future conditions are predicted to be worse than present day consistent with NOAA **sea level rise projections**
- Several critical infrastructure assets were identified as having **moderate to high vulnerability** under certain, future flood scenarios

TOWN OF JUPITER

Next Steps

1

Near-Term Actions

Next 5 Years

- Integrate findings into Town-wide planning & CIP
- Review current policies & standards
- Pursue Grant Funding

2

Mid-Term Actions

Next 15 Years

- Strategically implement improvements
- Incorporate nature-based and hybrid solutions
- Update policies & standards
- Partner with neighboring municipalities

3

Long-Term Actions

Beyond 15 Years

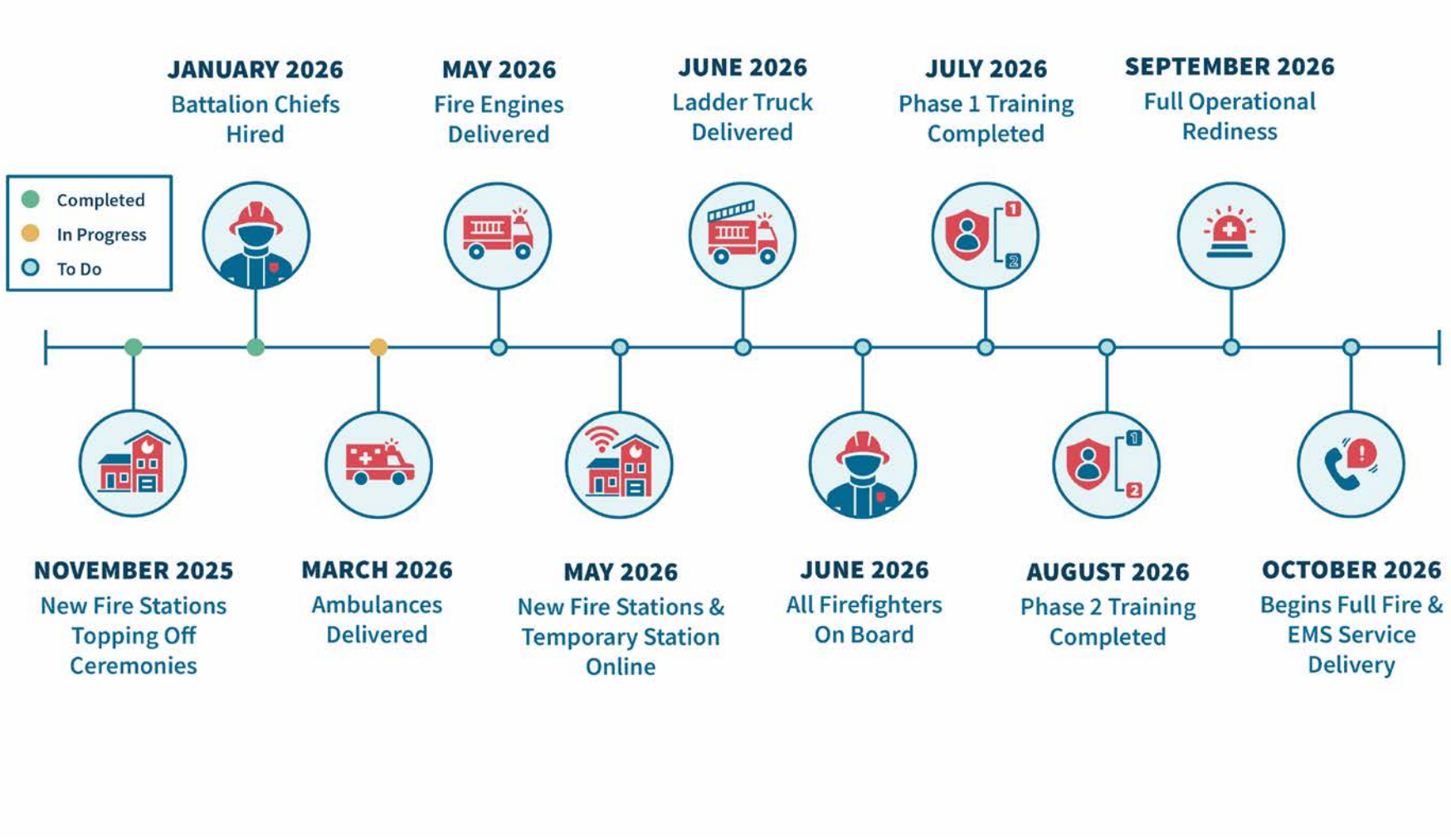
- Evaluate need for additional investments
- Update Vulnerability Assessment
- Integrate adaptive management approaches

TOWN OF JUPITER

JUPITER FIRE RESCUE DEPARTMENT

JFRD Update

JFRD Final Year Timeline



Jupiter Fire Rescue Update

- Tonight's presentation will include updates on:
  - The transition meeting with Palm Beach County.
  - New Fire Stations.
  - Glance Traffic Preemption.
  - Hiring of Operational Personnel.

Transition Meeting with Palm Beach County

- January 14: meeting with PBCFR leadership.
- Items discussed:
  - Fire Prevention transition.
  - Operational coordination meetings.
  - February 20: Station 16 walk-through.
  - Future mutual aid agreement.

New Fire Station Construction

- Construction remains on schedule and on budget.
  - Both Fire Stations will be substantially completed by May 1, 2026.
  - Interior finish work is progressing at both stations.
  - Exterior grading, paving, and drainage are beginning.

New Fire Station Construction

- Piatt

- Cinquez

Glance Traffic Preemption

- Cloud-connected, GPS-based platform.
- Improved response times.
- Enhanced safety for responders and other drivers.
- Operational on:
  - 5 Intersections installed by Jupiter.
  - 5 Intersections installed by PBC.

Hiring of Operational Personnel

- Hiring of 90 Operational Personnel began in December 2025.
  - Received over 1500 applicants for 90 positions.
  - 12 Fire Captains have been selected and are undergoing background checks.
  - 12 Lieutenants will be selected within the next few weeks.
  - 66 Driver Engineers and Firefighters are interviewing now, with selections by March 30, 2026.
- Fire Inspectors' job announcements will go out in April.

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

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, FEBRUARY 3, 2026

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.

MINUTES

1. January 20, 2026, Town Council Meeting Minutes.

Councilor Sundstrom moved to approve January 20, 2026, Town Council Meeting Minutes, as amended; 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 item 2, Ordinance 16-26.

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

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

2. **Ordinance 16-26, First Reading,** Infrastructure Element Comprehensive Plan Text Amendment. (Second Reading TBD) **MOVED TO REGULAR AGENDA**

PUBLIC BUSINESS

3. Approval of Work Order No. 1 to LP Asphalt, LLC (Contract EPW2025-33A) for the Egret Landing Resurfacing project in the amount of $1,450,637.

4. Approval of Work Order No. 2 to Arkest LLC (Contract EPW 2025-34B) for the Abacoa Temporary Fire Station Renovation project in the amount of $199,873.

5. Approval of Work Order No. 2 to LP Asphalt, LLC (Contract EPW2025-33A) for the Dolphin Drive Resurfacing project in the amount of $163,889.
6. **Resolution 18-26**, Approving a Uniform Collection Agreement with the Palm Beach County Tax Collector for the implementation and collection of a non-ad valorem assessment for fire services.
7. **Resolution 19-26**, Approving an Agreement with the Palm Beach County Property Appraiser for the implementation and collection of a non-ad valorem assessment for fire services.
8. **Resolution 33-26,** for the Amended Dedication of a Perpetual Easement to Florida Power and Light Company at Public Works Maintenance Facility.
9. **Resolution 35-26,** 240 Jupiter Street - Dissolve Unity of Title.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA
PUBLIC HEARING

2. Ordinance 16-26, First Reading, Infrastructure Element Comprehensive Plan Text Amendment. (Second Reading TBD)

Mayor Kuretski stated that he supported what was being presented and noted that the existing five-year Capital Improvement Plan (CIP) Water Master Plan was based on the Water Utility Master Plan adopted by Resolution No. 60-22 in October 2022. He explained that the Town would soon embark on a full Water Utility Master Plan update in 2027; however, he did not support adding new items to the five-year CIP using the 2025 interim plan, because it had not been vetted.

Mayor Kuretski discussed his concerns regarding differences in data in regard to the finished water forecast over the years. He explained that the change in forecast could be due to the new more consistent methodology that Staff has chosen to use. He further discussed the Floridian Aquifer wells and his opposition to any additional wells being added to the five-year plan.

Mayor Kuretski next explained his concerns regarding the conservation rate structure, and a provision within the Town Code, Section 20-159, that provides for a surcharge of 100% on customer accounts whose water usage exceeds the average of the preceding four months by ten percent. He stated he would like to see this provision removed from the Code, and asked Staff to review and provide an update.

The Title for Ordinance 16-26 was read by Mr. Baird.

Vice-Mayor Delaney moved to approve Ordinance 16-26, First Reading; seconded by Councilor Choy; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

REGULAR AGENDA

PUBLIC BUSINESS

10. Approving a Purchase and Sale Agreement with MESO Scale Diagnostics, LLC for 9-acres of Land at a Purchase Price of $9 million.

Mr. Baird, Town Attorney, provided a brief overview of the purchase and sale agreement for the 9-acre parcel, which is part of the formerly known as Parcel 19 PUD (Planned Unit Development). He explained that when the application for the Lake Wood Platt was brought forward, one of the public benefits was the conveyance of the 9-acre parcel to the Town with a restriction that the property could only be used for bioscience uses or open space. He stated that the property had remained unused for many years and noted that the purchaser, who is a substantial bioscience user, has offered to purchase the property at the appraised value.

Councilor Sundstrom asked Staff to display the location of the parcel and provide the history of Parcel 19. Mr. John Sickler, Director of Planning and Zoning, displayed the location and gave a brief overview of the history of Parcel 19.

Mayor Kuretski stated that the area both north and south of Indiantown Road, west of the Turnpike, has the lowest intensity that you would find anywhere on an interchange.

Vice-Mayor Delaney stated that the location was ideal for a facility of this nature. He noted he had many questions, but that they would be more appropriate for the site plan review.

Councilor Sundstrom stated that she agreed with Vice-Mayor Delaney and expressed hope that the project would be completed. She also noted that it was Council decision to ensure that the current designated use stays in place if the project is not completed.

Mayor Kuretski discussed the site plan that was approved in 2019 and emphasized the importance of the trip cap. Mayor Kuretski emphasized the importance of the current trip cap and noted that he would not approve any increase.

Councilor Sundstrom stated that the official purchase of the property was contingent upon site plan approval, which will come later.

Councilor Guisinger moved to approve Purchase and Sale Agreement with MESO Scale Diagnostics, LLC for 9-acres of Land at a Purchase Price of $9 million; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

ROUNDTABLE

11. 2026-2028 Proposed Strategic Plan

Mr. Mike Hoffman, Senior Director of Community Services, provided a presentation on the 2026-2028 Proposed Strategic Plan, which included the 2025–2027 Strategic

Plan results, fully completed strategic initiatives, and fully completed action plans associated with ongoing strategic initiatives.

Mayor Kuretski and Mr. Hoffman discussed that some listed items were expected to be completed by the first quarter of the year but had not yet been completed.

Mayor Kuretski noted that the action plan related to the Comprehensive Plan revision to add the Recreational Zoning District did not necessarily mean that the associated properties had been fully addressed. He suggested a follow-up plan and requested that the previously distributed document listing the properties Council wanted to have zoning changes be redistributed to Council. He stated that this would allow Council to collaborate and identify which properties had been completed and which remained outstanding, and to determine whether an additional action item was necessary.

Mayor Kuretski also requested that a copy of the updated Recreational Master Plan be distributed to Council. Councilor Sundstrom asked if the Recreational Master Plan was on the website and Mr. Hoffman confirmed it was.

Mr. Hoffman continued his presentation and reviewed the other proposed changes to the strategic initiatives and action plans.

Mayor Kuretski stated he would like to keep the Vehicle & Pedestrian Traffic Management & Mitigation initiative. He also said he would like to see what projects have been completed before closing out the Protect Local Seagrass & the Loxahatchee River initiative.

Councilor Sundstrom and Police Chief Hennessy discussed anchored vessels and the status of House Bill 481. Chief Hennessy noted that former House Bill 1149 took effect January 1st.

Mayor Kuretski briefly discussed the most recent resident survey results, and the associated mobility ratings. He cited these results as the reason for keeping mobility at the strategic level.

Councilor Sundstrom discussed the need for additional resident and Staff feedback. She noted that she had requested JPD to provide statistics on traffic accidents and provided a quick overview of those results and the possible need for a study. There was continued discussion about traffic issues. Mr. Hoffman confirmed that there was a consensus to keep Vehicle and Pedestrian Traffic Management in the annual Strategic Plan.

Mr. Hoffman continued his presentation and highlighted the proposed 2026-2028 Strategic Initiatives, and timeline related to Safety.

Councilor Guisinger asked whether Fire Rescue accreditation was required prior to October 1. Mr. Hoffman and Fire Chief Donatto confirmed that they were not required prior to October 1 and that the accreditations were voluntary and were based on evaluations. Councilor Guisinger asked why the initiative was spread over

three years, and Fire Chief Donatto explained that some accreditations could not be earned without a full set of data.

Mayor Kuretski requested clarification regarding the high-speed rail initiative and the timeline of work being completed in Phase One. Mr. George Dzama, Director of Engineering and Public Works, stated that during Phase One, Brightline applied for a grant and planned to perform the design of fencing. He also noted that the Town was programming to install fencing for any locations that were not included in their design. He confirmed that the Town had applied for a state appropriation, and that it would be a 50/50 cost share. There was further discussion about rail safety grants and construction timelines.

Mr. Hoffman next reviewed the proposed 2026-2028 Mobility Strategic Plan, the associated initiatives and action plans.

Mayor Kuretski emphasized the importance of participating in Palm Beach County's Transportation Master Plan efforts and asked Staff if feedback could still be submitted. Mr. Dzama stated that the Palm Beach County Metropolitan Planning Organization had already collected the necessary data and would be holding technical workshops in the coming months, followed by final submission and public engagement, and the final enactment phase.

Mayor Kuretski explained that recommendations may be presented to the Commission in April. He noted that Council's role is primarily supportive, particularly in assisting Palm Beach County (PBC) in pursuing potential public-side funding. He stated that some type of plan is expected; however, the Town has not yet received details, and only a few meetings remain.

Councilor Sundstrom asked for clarification regarding the committees involved and their membership. Mayor Kuretski reported that Mr. Dzama and Mr. Sickler serve on the Upstream Committee, and that he serves on the Elected Officials Committee.

Councilor Sundstrom noted that the Town also has coverage through her participation in the League of Cities committee, through which she receives updates. She explained that information is not distributed regularly, but a substantial number of materials are available on *PBCmoves.com*, including the Transportation Master Plan, survey results, transportation priorities across Palm Beach County, and the project timeline. She added that public input is encouraged and that some meetings are open to the public. Councilor Sundstrom stated that there may eventually be a dedicated funding source for transportation, along with prioritization of projects affecting the Town.

Mayor Kuretski described the effort as overly complex, noting that different areas have varying needs. He stated that while some residents favor mass transit and others prioritize local roads, broad participation will be necessary once the initial

project list is released. He expressed concern that the Town may only have one opportunity to provide input, though he hoped that understanding was incorrect.

Mr. Dzama stated that planning models and scenarios are being conducted. He noted that Staff will attend technical workshops, validate criteria used for planning input, and provide updates during the next phase.

Mayor Kuretski suggested that once Staff receive clarity on timing, a workshop may be an appropriate solution.

Mayor Kuretski then asked whether the Town had completed all collective roadway lighting projects. Councilor Sundstrom responded that a previous project had been completed and closed out, but additional priorities have since been brought to the Town's attention by residents. Mayor Kuretski stated that he believed all collective roadways were included in the program. Mr. Dzama clarified that three collective roadways were identified for this year.

Mayor Kuretski stated that prioritization of locations and funding would apply to new work. He noted that while Council could choose to go below collective roadways, the typical approach is to prioritize the highest-traffic roads.

Councilor Sundstrom stated that she had received feedback from residents and the Jupiter Police Department regarding several locations and agreed that revisiting those items would be beneficial. Mayor Kuretski asked which collective roadways had not yet been completed. Mr. Dzama stated Riverside was one.

Mr. Hoffman continued presenting on Mobility.

Mayor Kuretski noted in the weekly report Council was asked to consider removing the eastbound through lane from the project scope from Central to Chasewood on the Indiantown Road Phase Two Project. He stated it would reduce the cost by approximately $800,000 and avoid the need for an additional $1 million from the Town. Mayor Kuretski suggested they give that guidance due to the Town having legislative request with a dollar amount, which meant if the estimate came in higher the Town would be on the hook for the higher amount. Mayor Kuretski noted the project could have been fully funded by FDOT, but it would not be funded for many years and the Town decided to help co-fund.

Mayor Kuretski noted that FDOT funding for the study, design and construction of the intersection roadway improvements at Indiantown Road from Central Boulevard to Maplewood, could include the segment the Town was going to pull out. He stated that it was his understanding, and that he had nothing in writing, and it was hearsay, that the project development in PD&E Phase for the intersection project would include Indiantown Road to Maplewood and asked if that was the case. Mr. Dzama noted they were exploring areas outside the project limits which may include east up to Maplewood and west up too Island Way. He said they do not want to fix an

intersection or fix an area and cause a problem elsewhere. He stated it may include it but they may not necessarily implement a project.

Mayor Kuretski said some of the consultants that were submitting proposals had reached out to him and they had not been awarded the project but had told him that Indiantown Road to Maplewood was included. He shared that this one should be coded due to the Town knowing the PD&E project for the intersection of Indiantown Road and Central Boulevard.

Mayor Kuretski noted Council believed it was an intersection. He stated in the MPO priority plan there was a list of projects, he referred to items 27 through 31. He provided a description of the way the process worked annually for the MPO list of priority projects. He explained $3 million had been funded for the PD&E last year, so they were embarking on an evaluation. He said as an engineer that was a lot of work. He explained he had been advocating for Indiantown Road to be included but was not suggesting it had been successful. He noted Staff had done a remarkable job and we may be shocked at what come out of this.

Mayor Kuretski said in 31 there was a request for some initial funding for the next implementation of the project, which was $900,000. The long-range funding needs to keep the project going and adds another $26 million, which was huge, but they had to include more intersections. It's in the queue but it does not mean it would happen. He said that when PD&E is finished, they will be looking for alternatives.

He asked for a footnote to prioritize project due to it linking to the funding behind the project. He stated he could be wrong, but he had heard say it could be including the second project and work itself out as the PD&E was being done. When that happens, the Staff would be more involved and the MPO would only see it when done.

Vice-Mayor Delaney asked Mayor Kuretski whether he was referring to a prior meeting with Palm Beach County (PBC) engineers regarding the Indiantown Road and Central Boulevard intersection. Mayor Kuretski clarified that the meeting was with the Florida Department of Transportation (FDOT), not PBC. He explained that he had recently discovered an FDOT study completed several years ago without the Town's knowledge. The study concluded that Indiantown Road was the most overcapacity roadway segment in the County and included a 150-page conceptual plan that proposed traffic improvements extending to Maplewood Drive.

Mayor Kuretski stated that he questioned the FDOT District Secretary as to why the project was never funded after the study was completed. He was informed that, at the time, funding priorities had shifted due to conditions in Broward County, with emphasis on moving away from roadway projects toward transit initiatives. Mayor Kuretski emphasized his intent to ensure that the Town is offering viable solutions should funding again become available, while acknowledging that funding would remain a challenge.

Mayor Kuretski noted that recent resident feedback on traffic concerns was still fresh and suggested deleting Phase Two of the project, as recommended by Staff, to save approximately $1 million. He explained that Phase Two could be addressed as part of a future project. Mayor Kuretski further stated that Mr. C.J. Lan had advised that removing the displaced intersection component could eliminate the benefits gained from the improvement, and he asked whether Council wished to proceed with its removal.

Councilor Guisinger asked for clarification regarding Phase Two. Mayor Kuretski explained that Phase Two involved the eastbound lanes only and not the westbound lanes, specifically from Central Boulevard to the Chasewood Drive intersection. He asked if that direction aligned with Council's intent. Vice Mayor Delaney agreed and stated that available funds should instead be directed toward westbound improvements.

Mr. Dzama noted that this guidance was extremely valuable, particularly as FDOT is considering implementation of a Local Funding Agreement, which would be brought forward at a future meeting. He thanked Council for the direction and confirmed that Staff would proceed accordingly.

Mayor Kuretski commented that the issue may not have been identified without his proactive efforts and inclusion in the weekly report. Mr. Dzama responded that credit was also due to the Town Manager.

Regarding Item Two, Mayor Kuretski stated that he and Staff would continue reviewing what elements the Project Development and Environment (PD&E) study would and would not cover. For the time being, the item would remain a standalone project with no funding unless incorporated into a lower-ranked project. He suggested that the Metropolitan Planning Organization (MPO) priority project number be included to ensure the item is not overlooked in the future.

On Item Four, Mayor Kuretski expressed support for evaluating the cross-axis concept at Maplewood Drive and Center Street. He thanked Staff for previously including this concept and noted that he has been advocating for it through the MPO. He emphasized that any project receiving funding from other agencies should be included on the Town's list of priorities and expectations for the transportation plan, particularly as Staff continue to define and refine project scopes.

Mayor Kuretski also discussed the use of adaptive signal technology along the corridor to mitigate traffic congestion. He noted that this initiative had been on hold pending results from a PBC pilot project and asked for an update. Mr. Dzama reported that adaptive signal technology was currently being implemented along Okeechobee Boulevard East of I-95 through a congested corridor, as well as on

Hood Road in Palm Beach Gardens. He stated that results from these trials would not be available until the end of the fiscal year.

Mayor Kuretski stated that he has been advocating for adaptive signalization through the MPO, with support from several County Commissioners. He noted that because PBC controls traffic signalization in nearly all municipalities, this technology should be a significant component of transportation plan investments. He added that residents indicated in the survey that improved signalization would help alleviate traffic congestion and, while not necessarily low-cost, it represents one of the most cost-effective solutions when roadway capacity is sufficient and signal timing can be optimized.

Mr. Dzama noted that the Town is implementing traffic signal preemption for fire rescue services. The technology accounts for timing at affected intersections and continuously refines traffic movements throughout the corridor to ensure efficiency. He stated that staff strongly supported the installation of these devices to improve future emergency responses.

Councilor Sundstrom believed Hood Road was selected due to its proximity to the railway and felt there may be interaction issues between the two systems that needed to be resolved. She expressed interest in understanding how the Town's numerous intersections interact with the railway system, what the outcomes have been, and what corrective actions may be required. Mr. Dzama stated that he would continue requesting results related to this issue.

Mayor Kuretski emphasized that requests regarding project status should not create unreasonable expectations. He noted that he was closer to receiving updates than Council and asked to be kept informed. He stated that all items discussed were part of the Palm Beach County Transportation Plan and apologized for the length of the discussion, noting their importance.

Mr. Hoffman reviewed the final Mobility slide, which included the US 1 Bridge, Center Street Corridor, South Island Way, and the Sun Trail/East Coast Greenway.

Mayor Kuretski believed the US 1 Bridge project was complete or nearing completion, with fencing being the only remaining item. He asked Staff to confirm whether the project was officially complete. Mr. Dzama stated that the fencing had been completed, but landscaping was not scheduled to begin until the bridge project was fully closed out. He noted that Staff would continue to follow up on the matter.

Mayor Kuretski commended Staff for their work on the SUN Trail and provided an update. He explained that two segments were included in the MPO plan: Juno Beach to Indiantown Road, and a revised segment aligning the SUN Trail with the East

Coast Greenway from A1A to US 1. He noted that the change was necessary to qualify for SUN Trail funding, making it an automatic priority.

Mr. Dzama stated that SUN Trail funding was expected through multimodal allocations; however, staff had recently been notified by the MPO that funding would not be awarded this year. He said Staff were exploring alternative funding sources and working with the State to navigate these challenges.

Councilor Sundstrom asked whether the Town had a contract with the Treasure Coast Regional Planning Council, noting that Ms. Kim Delaney could help. Mayor Kuretski stated that he believed Ms. Delaney originally brought the East Coast Greenway/SUN Trail project to the Town. Councilor Sundstrom stated she was pleased to have an advocate.

Councilor Guisinger asked whether the projected road construction and service date of the end of 2027 for South Island Way was still accurate. Mr. Dzama stated that the Town has funding for the project and that the primary long-lead item is acquisition of right-of-way.

Councilor Guisinger asked about the duration of construction. Mr. Dzama responded that construction would take approximately 12 months and noted that right-of-way acquisition was the primary action item. Mayor Kuretski stated that he had been pursuing the necessary right-of-way for over a decade and believed that a one-year timeline was reasonable. Vice-Mayor Delaney noted that several right-of-way segments are owned by different parties and would need to be approached individually.

Councilor Guisinger asked whether the design was complete. Mr. Dzama confirmed that it was.

Mr. Hoffman reviewed initiatives related to Green, Blue, and Open Space, including open space preservation, protection of local seagrass, and the Town’s resiliency plan.

Mayor Kuretski discussed property acquisition monitoring, noting that action had been taken regarding the Suni Sands property, though additional work remained. He suggested revising the language from “monitor” to language that also implies active pursuit. He stated that a settlement agreement outlines how the Town may proceed with acquisition and grants the Town the right to do so, though the Town is not yet at that stage. Mayor Kuretski asked for a related action item to be added.

Councilor Sundstrom asked whether the Environmental Task Force had reviewed the vulnerability study. Ms. Amanda Barnes, Director of Utilities, stated that a public presentation was scheduled for February 17 and that the Environmental Task Force

had been invited. Councilor Sundstrom requested that the study be presented at the Environmental Task Force's next meeting.

Mr. Hoffman continued his presentation on the Unique, Small Town Feel Initiative.

Mayor Kuretski stated that he would like to see the Piatt Place initiative and related action items completed in phases, and that the public safety item, the dock, should be completed as soon as possible.

Councilor Sundstrom requested an update regarding the Town's partnership with the School District. Mr. Hoffman explained that discussions were ongoing and that Staff could provide an update.

Mr. Hoffman reviewed the Roger Dean Chevrolet Stadium, A1A and Jupiter Beach Road Roundabout, and the Historic Preservation Initiative.

Mayor Kuretski stated that developing a plan for the waterfront historic park at Suni Sands should be added to the Historic Preservation Initiative. He noted that he would like it to include the bulkhead replacement and dockage improvements.

Mr. Hoffman continued his presentation on the Proposed Strategic Plan related to Organizational Excellence, including the Municipal Complex and Maintenance Facility Initiative. Mayor Kuretski requested a status update regarding the areas of local importance. Mr. Sickler explained that the related zoning text amendments were on hold due to Senate Bill 180.

Councilor Guisinger asked whether the maintenance facility initiative could be advanced to an earlier timeframe and whether a training facility could be added. Mr. Hoffman clarified that the training strategic initiative was initially a brick-and-mortar training facility, however, the focus had shifted to evaluating existing facilities to determine whether current spaces could be enhanced, as well as exploring and establishing partnerships to expand training opportunities.

Mr. Hoffman provided a recap of the presentation and the next steps in the process.

Mayor Kuretski stated he wanted to provide comments on the Strategic Plan results, specifically regarding fiscal responsibility. He requested consideration for two items to be added, which were to add proactive efforts to secure highly competitive bids and emphasize that bid evaluations and contract awards prioritized the lowest evaluated cost to Jupiter residents and businesses, stating that this approach defined expectations.

Mayor Kuretski provided the recent water meter replacement project as an example. He stated that there were claimed financial benefits for water meter accuracy improvements that were estimated to result in a $1.3 million per year increase in revenues. He noted he did not believe that it was a benefit because Council could adjust rates. Mayor Kuretski stated that evaluations should always be based on the

lowest evaluated cost for the residents and businesses, and not for a project that could lead to more revenues.

Councilor Sundstrom said that she did not fully support strict emphasis on lowest cost across all departments. She stated that while a general approach could be appropriate in some areas, she continued to have concerns about the potential cost to residents when projects did not proceed as planned. She noted that evaluation criteria and weighting percentages could be adjusted and explored to achieve the best overall outcome.

Councilor Sundstrom further emphasized her ongoing concerns regarding utility projects, particularly given the level of expertise required and the potential risks involved. She stressed the importance of selecting contractors with the qualifications necessary to complete projects correctly the first time.

Mayor Kuretski stated that regulated utility evaluations should not be based on increased revenues or rate hikes but instead should focus on cost impacts to residents and businesses. He expressed his concerns regarding projected revenue increases from new water meters, noting that while the monthly household impact was described as minimal, the annual increase was significant. He stated that utility evaluations should prioritize customer savings rather than improved profits.

Vice-Mayor Delaney and Councilor Sundstrom stated, for the water meter replacement project, they believed that the goal was not to increase profit but rather to improve efficiency.

Councilor Choy asked if Staff could develop and design a workforce housing program, and that it be included in the Strategic Plan. Mayor Kuretski suggested that it be included on an agenda as a roundtable item instead.

Mr. Hoffman concluded his presentation and stated that once the plan was formally adopted, the website would be updated with the new plan.

REPORTS

TOWN ATTORNEY

- Senate Bill 180 - Attorney Baird reported on legislative activity regarding 2026 Senate Bill (SB) 840, which amends 2025 Senate Bill 180. He explained SB 840 is currently before the Senate Rules Committee, which is the final committee stop prior to Senate floor consideration. He stated the bill currently has no House companion and a potential House Bill, HB 1465, was noted as reportedly more restrictive than SB 180.

  He further explained that SB 840 reduces the affected radius from 100 miles to 50 miles, which includes the Town of Jupiter and a portion of Palm Beach County. The bill would limit the prohibition on burdensome regulations until June 2026,

rather than October 2027 as provided in SB 180. Mr. Baird expressed hope that the House and Senate would align to provide legislative relief.

TOWN MANAGER –

- Town Boards and Committees - Mr. Kitzerow announced that applications for Town boards and committees are due by Friday, February 13, with submissions available on the Town's website.
- Jupiter Fire Rescue Department (JFRD) Swearing-in Ceremony - Mr. Kitzerow noted a swearing-in ceremony was held for three Battalion Chiefs and two Captains. JFRD remains on schedule to become operational on October 1, 2026. The next swearing-in ceremony is scheduled for June 1 at 10:00 a.m., at which approximately 90 personnel will take the oath of office. As of the report date, the Town has received over 1,500 applications for 90 JFRD operational positions, including Firefighters, Driver Engineers, Lieutenants, and Captains.
- Upcoming Construction Projects - Mr. Kitzerow announced the following:
    - February 11: One westbound lane of Indiantown Road between Maplewood Drive and Carver Avenue will be closed from 8:00 a.m. to 2:00 p.m.
    - Beginning February 16: Carver Avenue will be closed just north of the parking lot for Dr. Travis Kelso's Offices for approximately 10 days. Residents will need to use the Cinquez Park Access Road to enter and exit Carver Avenue.
    - Town staff is coordinating resident notifications through multiple communication channels.
- Jupiter Jubilee – Mr. Kitzerow invited residents to attend Jupiter Jubilee on Saturday, February 7th from 11:00 a.m. to 4:00 p.m. at the Municipal Campus.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –
VICE-MAYOR DELANEY:

- JFRD Swearing-in Ceremony - Vice-Mayor Delaney commented on the recent swearing-in ceremony, praising the quality of leadership, teamwork, and camaraderie among Fire Rescue and Police Department personnel. He expressed pride in the rapid progress toward establishing a first-class fire rescue operation.

COUNCILOR CHOY:

- JFRD Swearing-in Ceremony - Councilor Choy commended the leadership and professionalism of the Fire Rescue Department and expressed that she is very proud to be a part of this.
- Resident Engagement - Councilor Choy shared positive observations from her recent visits at two homeowner's meetings and a Police Advisory meeting, noting strong resident participation, thoughtful feedback, and productive engagement with Town Staff.

COUNCILOR GUISINGER:

- Central Boulevard Bridge - Councilor Guisinger inquired about potential overnight closures of Central Boulevard Bridge. It was stated that Florida Power & Light (FPL) line-hardening work may be the cause.
- JFRD Swearing-in Ceremony - Councilor Guisinger praised the recent swearing-in ceremony, stating it was a very nice ceremony, and it is a testament to the quality and experience that is coming. He also thanked the Fire Chief for inviting Council participation.

COUNCILOR SUNDSTROM:

- HB 4071 - Councilor Sundstrom informed the Council that she is tracking House Bill 4071, which is a Palm Beach County Local Bill that does not need a counterpart. It has passed the Intergovernmental and the Ways and Means and is still pending action by the State Affairs Committee.

  Councilor Sundstrom noted that she has been in contact with Representative Snyder and others and that she had been advised that an amendment was coming.

- New Town Lobbyists - Councilor Sundstrom gave an update that there was a change in the Town's lobbyist, and that the Town is temporarily working with Ballard Partners and Jeff Atwater for legislative advocacy during the current session, as the contract had ended with GT Law.
- JFRD Hiring - Councilor Sundstrom commented on the back-to-back interviews for the hiring of JFRD personnel. She hoped everyone was in good health as they worked through the application process and she looks forward to being there for the ceremony.
- FPL Lines - Councilor Sundstrom had questions about underground FPL Lines on Indiantown Road. She inquired about the status of escrow funds and how the hardening came about on Indiantown Road.

MAYOR KURETSKI

- Beacon Park Zoning Reconsideration - Mayor Kuretski provided an overview of the action and discussion that took place at the last meeting regarding Ordinance 7-26 and the R1 and R1A designation. It was determined that Ordinance 7-26 needed to be reconsidered to address the issue.

  Councilor Sundstrom moved to reconsider Ordinance 7-26 (R1 versus R1A on the Beacon Park Property); Seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

- Resident Survey - Mayor Kuretski felt it was commendable to point out that 10% of the resident survey rating attributes places the Town of Jupiter at national or

State of Florida community benchmark percentile levels above 90%. Also the Town of Jupiter received statistically higher ratings at least 10 points above the benchmark of other Florida communities which he felt was extraordinary and gave kudos to the Town Staff. He noted that the overall Customer Service by Jupiter employees was greater than 90% of the National benchmark and greater than 92% of the State. He stated that this was incredible and gave kudos to Staff.

- JFRD Swearing-in Ceremony and Hiring – Mayor Kuretski noted the extraordinary teamwork that was taking place for the JFRD hiring. He was delighted to be invited to the swearing-in ceremonies for JFRD.
- County Interlocal Agreement - Mayor Kuretski discussed concerns regarding a proposed Interlocal Agreement with Palm Beach County related to traffic control jurisdiction, including potential statutory and liability implications. Direction was given for the Town Attorney to review the matter prior to any further consideration. It was clarified that it was a financial and jurisdictional liability.
- JFRD Milestones - Mayor Kuretski noted that if he were ever asked who the first JFRD employee was, his answer would be Mr. Scott Reynolds. He expressed his appreciation for Mr. Reynolds and all the Staff for the efforts.

ADJOURNMENT – 9:31 P.M.

_____
Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Getz Annexation, Future Land Use and Zoning Map Amendments

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Getz Subdivision** – Applications for a 0.36± acre property located on the north side of Center Street, approximately 1500 feet west of North Pennock Lane, to request the following: A. **Ordinance 4-26, Second Reading**, Voluntary annexation; B. **Ordinance 5-26, Second Reading**, Small-scale Future Land Use Map (FLUM) amendment to Town of Jupiter (TOJ) Low Density Residential; and C. **Ordinance 6-26, Second Reading**, Zoning Map amendment to TOJ Compact Single-Family Residential (R-1A).

EXECUTIVE SUMMARY
Adoption of applications to annex the subject property into the Town of Jupiter and to assign Town Future Land Use Map (FLUM) and zoning designations to a 0.36± acre property located on the north side of Center Street, approximately 1500 feet west of North Pennock Lane.

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

ANALYSIS
The subject applications are **consistent** with the goals, objectives, and policies of the Town's Comprehensive Plan, Annexation Study, and Land Development Regulations. The subject property is located within the Town's future annexation area, is contiguous to the Town's municipal boundary, and is reasonably compact. The proposed map amendments are consistent with the Comprehensive Plan.

TOWN COUNCIL ACTION (FIRST READING):
At their January 20th meeting, the Town Council voted to:

- Unanimously (5-0) approve the voluntary annexation;
- Unanimously (5-0) approve the Future Land Use Map amendment; and,
- Unanimously (5-0) approve the Zoning Map amendment for the subject property upon first reading.

PLANNING AND ZONING RECOMMENDATION:
At their December 9th meeting, the Planning and Zoning Commission voted to:

- Unanimously (6-0) recommend approval of the voluntary annexation;
- Unanimously (6-0) recommend approval of the Future Land Use Map amendment, acting as the Local Planning Agency; and,
- Unanimously (6-0) recommend approval of the Zoning Map amendment for the subject property, acting as the Local Planning Agency.

STRATEGIC PRIORITY

● Manage Growth

ATTACHMENTS

1. Ordinance 4-26 Annexation
2. Ordinance 5-26 FLUM
3. Ordinance 6-26 Rezoning
4. Staff Report and Attachments
5. Applicant Presentation

FUNDING SOURCE

Funding is not necessary for these requests.

For more information or to request attachments, please contact Joseph Dray at josephd@jupiter.fl.us or 561-741-2473.

ORDINANCE NO. 4-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 0.36 +/- ACRE PARCEL OF UNINCORPORATED LAND WHICH IS CONTIGUOUS TO THE BOUNDARIES OF THE TOWN OF JUPITER; PROVIDING FOR A REVISION OF THE TOWN'S BOUNDARIES TO INCLUDE THE PARCEL ANNEXED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ariel Hearing is the owner (the "Owner") of 0.36+/- acres of land (the "subject property"), the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is contiguous to the boundaries of the Town of Jupiter ("Town"); and,

WHEREAS, the subject property is located on the north side of Center Street and approximately 1500 feet west of North Pennock Lane as shown on **Exhibit "B**", which is attached hereto and incorporated herein; and,

WHEREAS, the owner has petitioned the Town to voluntarily annex the subject property into the Town; and,

WHEREAS, the Town's Planning and Zoning Commission (also known as the Land Planning Agency) has considered the Owner's petition for voluntary annexation and has recommended its approval to the Town Council.

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

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

Section 2. The Town Council finds that the subject property is contiguous to the Town's boundaries, is reasonably compact, urban in character and is in the path of the Town's continuing urbanization and development.

Section 3. The petition for the voluntary annexation of the subject property bears the signature of the legal owner of the subject property.

Section 4. This ordinance is adopted for the purpose of the extension of the territorial limits of the Town consistent with the provisions of Section 171.044, Florida Statutes. The Town Council hereby authorizes the annexation of the subject property into the Town and the Town's boundaries shall be redefined to include the land so annexed.

Section 5. Article II of the Charter of the Town, which contains the legal description of the Town's incorporated municipal boundaries is hereby revised to include the subject property. A certified copy of this ordinance shall be filed as a revision of the Town Charter with the State of Florida Department of Commerce within 30 days from the date of effective date of the ordinance as required by Section 171.044 (3) and 171.091, Florida Statutes.

Section 6. Upon the effective date of this annexation into the Town, the subject property shall be subject to all laws, ordinances and regulations in force in the Town and shall be entitled to the same privileges and benefits as any other property in the Town.

Section 7. The Town Clerk is hereby directed to file a certified copy of this ordinance with the Clerk of the Circuit Court of Palm Beach County, the Palm Beach County Board of County Commissioners, and the Florida Department of State.

Section 8. Effective date. This ordinance shall take effect immediately upon its execution.

Attachments: **Exhibit "A" – Legal Description**
Exhibit "B" – Location Map

#7542495 v1 26503-00001

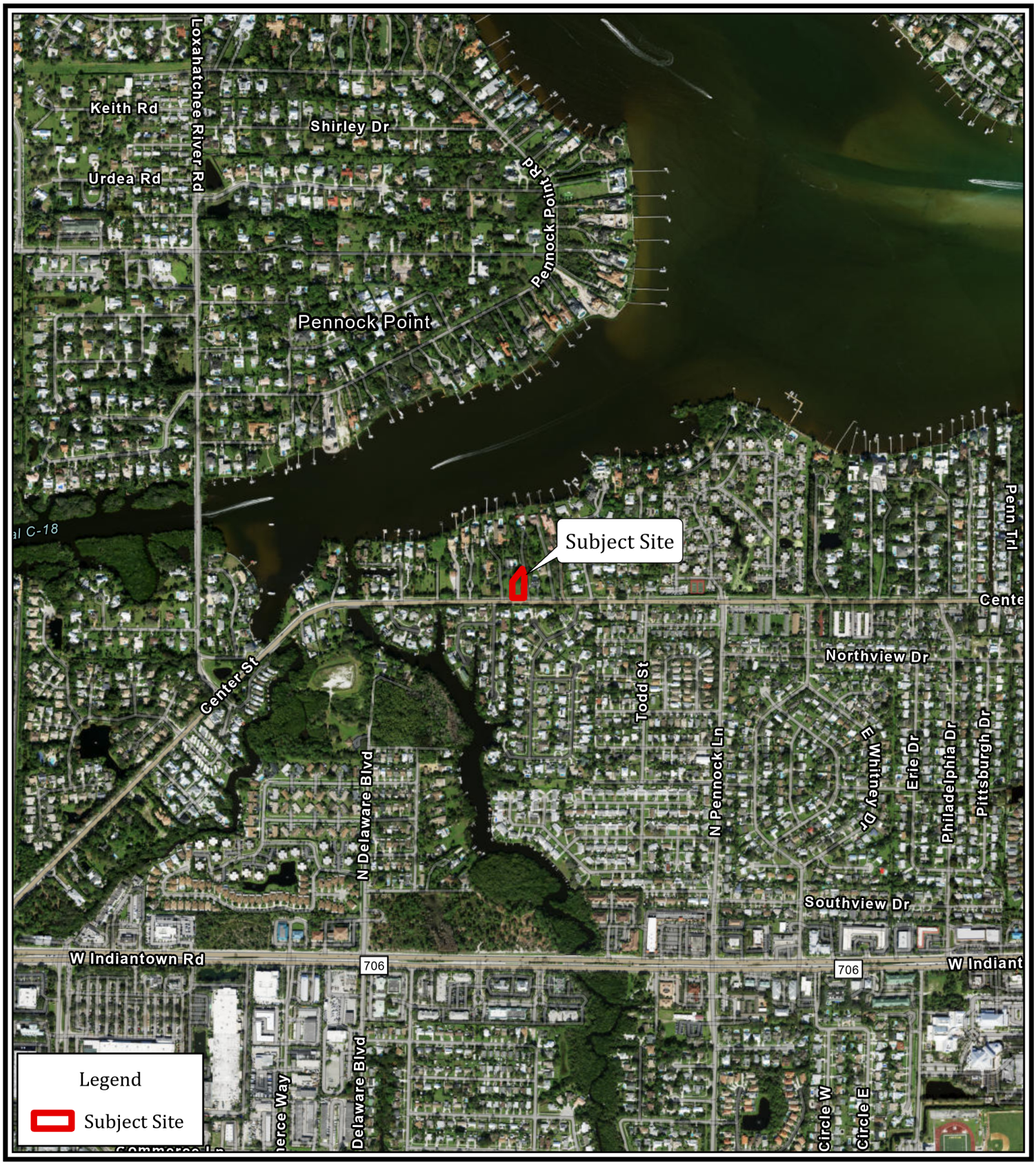
EXHIBIT “A” – LEGAL DESCRIPTION

PARCEL B, GETZ SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131 PAGES 181 THROUGH 182, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.

SAID LANDS SITUATE PALM BEACH COUNTY, FLORIDA

CONTAINING 15,536 SQUARE FEET, OR 0.357 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.



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1 inch equals 1,000 feet

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Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Location Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

ORDINANCE NO. 5-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE 57-89 WHICH ADOPTED THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP TO ASSIGN A FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO 0.36± ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF CENTER STREET, APPROXIMATELY 1500 FEET WEST OF NORTH PENNOCK LANE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town), has adopted a Comprehensive Plan in accordance with the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"); and,

WHEREAS, the Florida Department of Commerce's predecessor agency, the Department of Community Affairs, determined that the Town's Comprehensive Plan was "in compliance" with the provisions of the Act; and,

WHEREAS, Ariel Hearing is the owner (the "Owner") of 0.36± acres of land (the "subject property"), the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is located on the north side of Center Street and approximately 1500 feet west of North Pennock Lane as shown on **Exhibit "B"**, which is attached hereto and incorporated herein; and,

WHEREAS, the owner has petitioned the Town to annex the subject property into the Town; and,

WHEREAS, the future land use designation assigned to the subject property by Palm Beach County is "Low Residential, 1 Unit per Acre" (LR-1); and,

WHEREAS, the owner has requested that, concurrent with the annexation of the subject property, the Town assign the future land use designation of "Low Density Residential" to the subject property; and,

WHEREAS, the Town's Local Planning Agency (the "LPA") has conducted a public hearing as required by Section 163.3174(4)(a), Fla. Stat. to consider the proposed amendment to the Future Land Use Map; and,

WHEREAS, the LPA has recommended to the Town Council that it assign a future land use of "Low Density Residential" to the subject property; and,

WHEREAS, notice of a public hearing was published and a public hearing was conducted in accordance with Section 163.3187, Fla. Stat.

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

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town Council.

Section 2. The Town Council has determined that it is appropriate to amend Ordinance 57-89 which adopted the Comprehensive Plan of the Town of Jupiter to assign a future land use designation of "Low Density Residential" to the subject property. This designation is as shown in the attached **Figure "1"**, which is incorporated herein.

Section 3. The effective date of this ordinance shall be 31 days after the adoption of this ordinance by the Town Council, unless it is

challenged by an affected party. If challenged, the ordinance amending the comprehensive plan shall not become effective until either the state land planning agency or the Administrative Commission issues a Final Order determining that the plan amendment is in compliance with the Act pursuant to Section 163.3187(3)(c), Fla. Stat.

Attachments: **Exhibit "A" – Legal Description**
Exhibit "B" – Location Map
Figure "1" – New Future Land Use Map

#7476618 v1 26503-00001

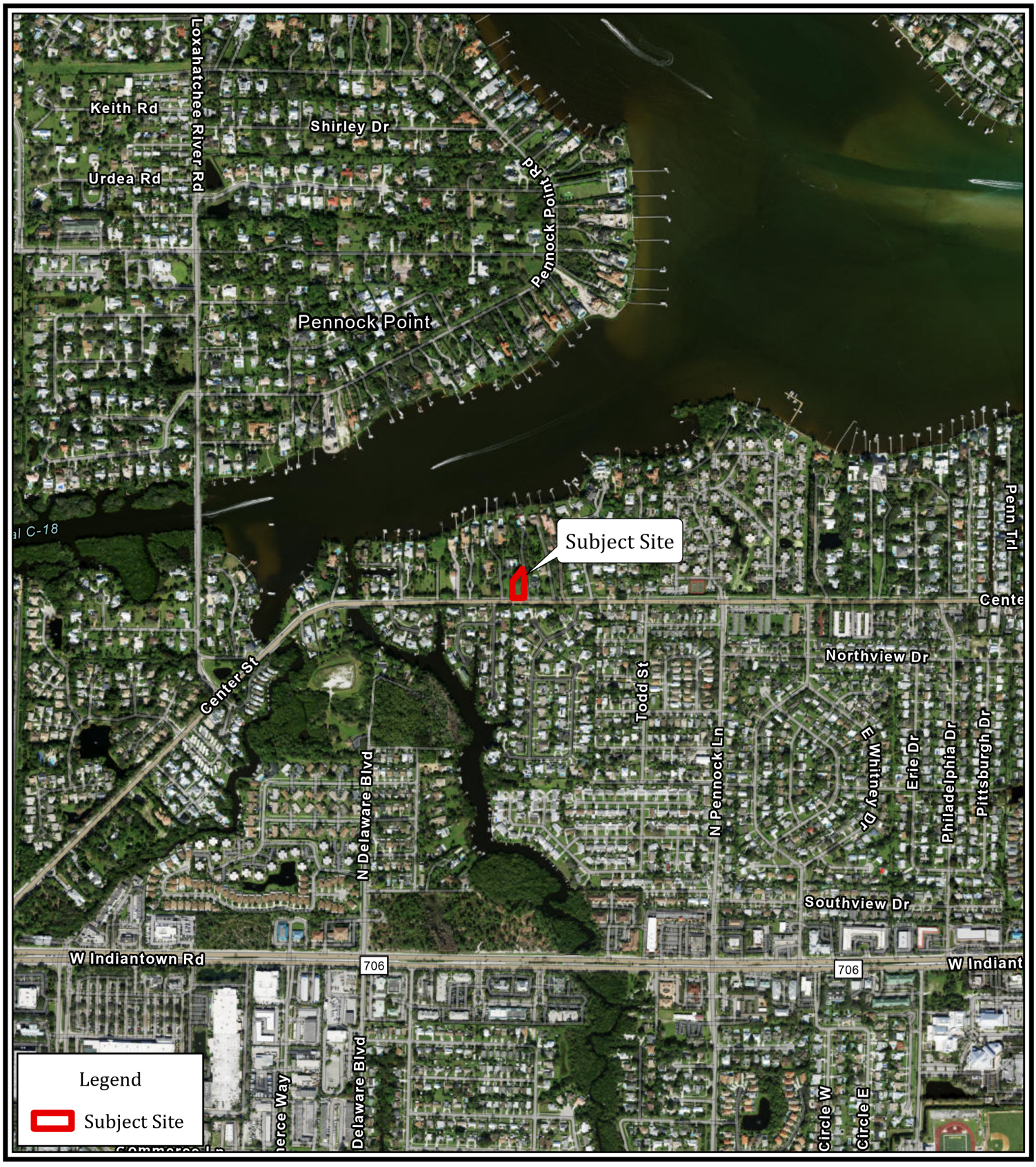
EXHIBIT “A” – LEGAL DESCRIPTION

PARCEL B, GETZ SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131 PAGES 181 THROUGH 182, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.

SAID LANDS SITUATE PALM BEACH COUNTY, FLORIDA

CONTAINING 15,536 SQUARE FEET, OR 0.357 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.



1 inch equals 1,000 feet

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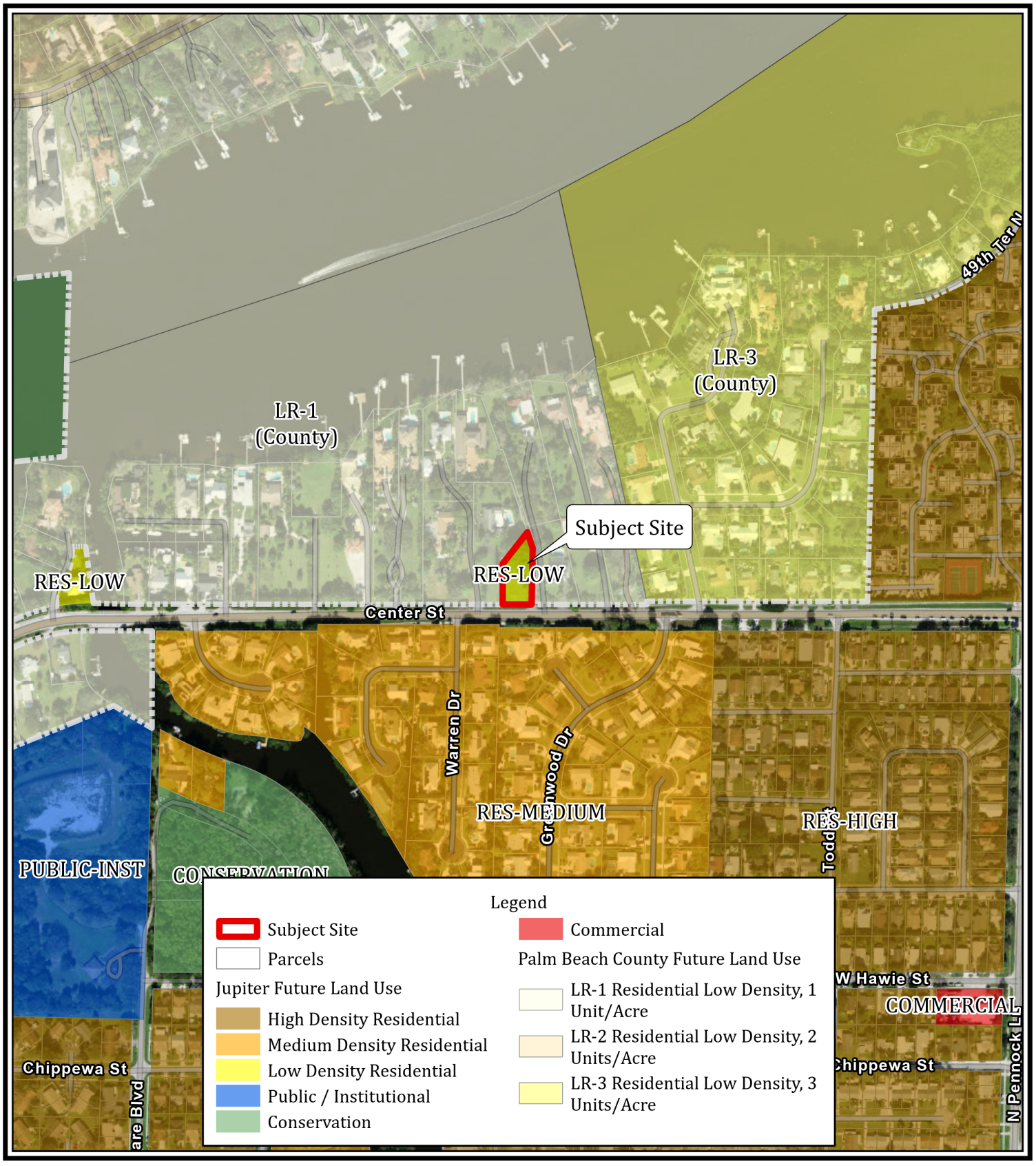
Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Location Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377



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Proposed Future Land Use Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

ORDINANCE NO. 6-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 27-473 OF THE TOWN CODE TO ASSIGN THE ZONING DISTRICT OF COMPACT SINGLE-FAMILY RESIDENTIAL TO 0.36± ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF CENTER STREET, APPROXIMATELY 1500 FEET WEST OF NORTH PENNOCK LANE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ariel Hearing is the owner (the "Owner") of 0.36± acres of land (the "subject property"), the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is located on the north side of Center Street and approximately 1500 feet west of North Pennock Lane as shown on **Exhibit "B"**, which is attached hereto and incorporated herein; and,

WHEREAS, the owner has petitioned the Town to annex the subject property into the Town; and,

WHEREAS, the future land use designation assigned to the subject property is "Low Density Residential"; and,

WHEREAS, the Town's Planning and Zoning Department and Planning and Zoning Commission have recommended that the subject property be assigned the zoning district of Compact Single-Family Residential; and,

WHEREAS, the Town Council hereby assigns the zoning district of Compact Single-Family Residential to the subject property which is consistent with and implements the future land use designation assigned to the subject property; and,

WHEREAS, the Town Council hereby finds that the assignment of the Compact Single-Family Residential zoning district to the subject property is consistent with the Low Density Residential future land use designation.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The Town Council hereby assigns the Compact Single-Family Residential Zoning District to the subject property as legally described in the attached **Exhibit "A"** which is incorporated herein. The assignment of the Compact Single-Family Residential Zoning District to the subject property is shown on **Figure "1"**, a copy of which is attached hereto and incorporated herein.

Section 3. Codification. The Town's Official Zoning Map is hereby amended to reflect the assignment of the Compact Single-Family Residential Zoning District to the subject property.

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

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

Section 6. Effective date. This ordinance shall take effect immediately upon its execution.

Attachments: **Exhibit "A" – Legal Description**
Exhibit "B" – Location Map
Figure "1" – New Zoning Map

#7542831 v1 26503-00001

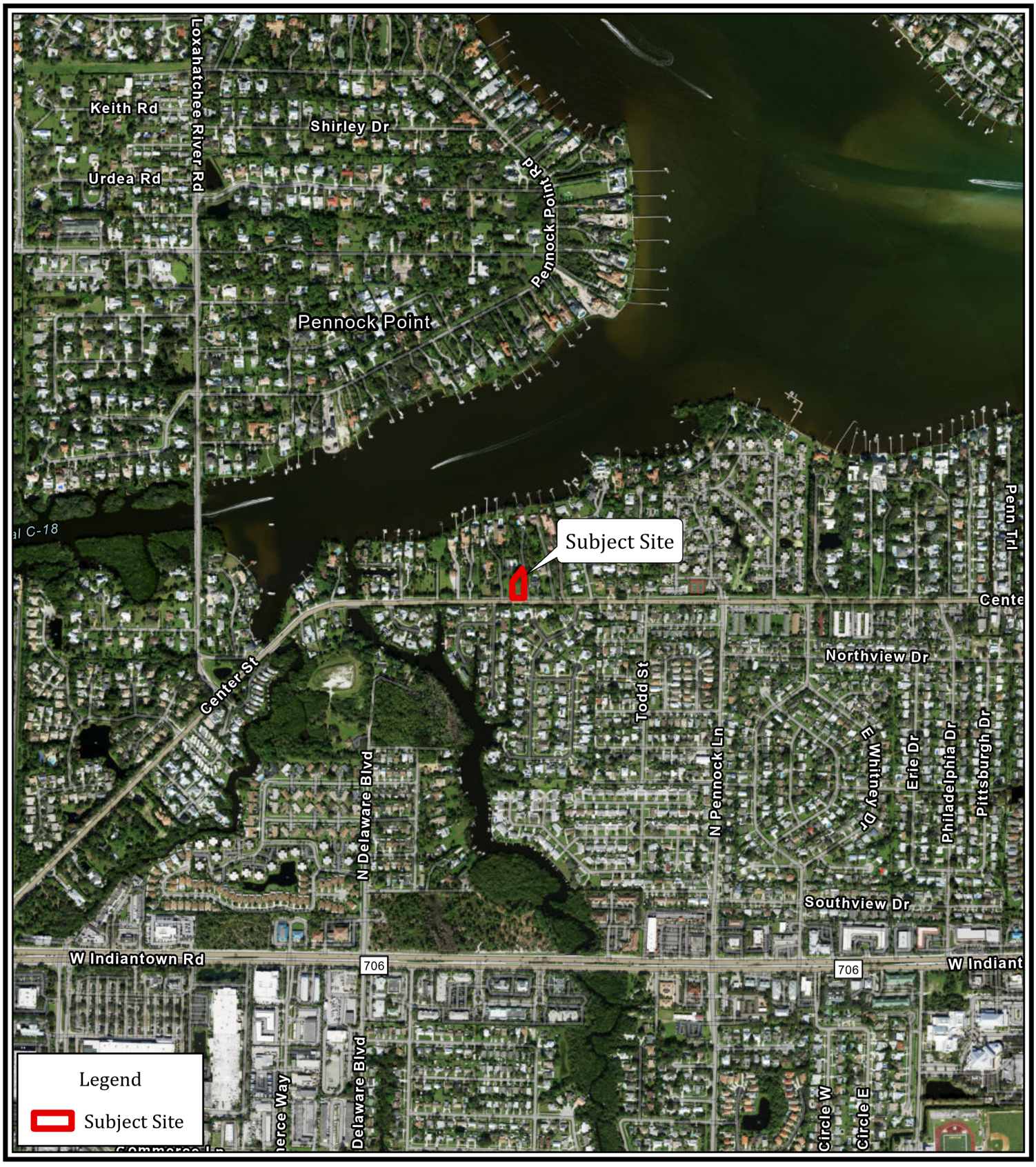
EXHIBIT “A” – LEGAL DESCRIPTION

PARCEL B, GETZ SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131 PAGES 181 THROUGH 182, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.

SAID LANDS SITUATE PALM BEACH COUNTY, FLORIDA

CONTAINING 15,536 SQUARE FEET, OR 0.357 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.



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1 inch equals 1,000 feet

0 500 1,000 Feet

Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Location Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

1 inch equals 400 feet

0 200 400 Feet

Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Proposed Zoning Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Getz Annexation,
Future Land Use and Zoning Map Amendments
TOWN MANAGER'S OFFICE

DATE: February 17, 2026

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning ***JS***

SUBJECT: **Getz Subdivision** – Applications for a 0.36± acre property located on the north side of Center Street, approximately 1500 feet west of North Pennock Lane, to request the following:

A. **Ordinance 4-26, Second Reading,** Voluntary annexation;
B. **Ordinance 5-26, Second Reading,** Small-scale Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Low Residential, 1 Unit per Acre (LR-1), to Town of Jupiter (TOJ) Low Density Residential; and
C. **Ordinance 6-26, Second Reading,** Zoning Map amendment from PBC Single-Family Residential (RS) to TOJ Compact Single-Family Residential (R-1A).

Ordinances #4-26, #5-26, #6-26	P&Z Commission:	12/09/2025
PZ 25-6587, 25-6589, 25-6590	Town Council:	01/20/2026 – 1st Reading
J. Dray	Town Council:	02/17/2026 – 2nd Reading

Project Information

Applicant/Owner:	Ariel Hearing
Agent:	Samuel Polacek, Cotleur & Hearing
Location:	North side of Center Street, approximately 1500 feet west of North Pennock Lane (see Attachment A – Location Map)
Acreage:	0.36±
PCN Number:	00-42-40-35-28-002-0000
Existing FLUM designation:	PBC Low Residential, 1 unit per acre (LR-1)
Proposed FLUM designation:	TOJ Low Density Residential
Existing use of property:	Vacant
Existing Zoning:	PBC Single-Family Residential (RS)
Proposed Zoning:	TOJ Compact Single-Family Residential (R-1A)

Town Council Action (First Reading)

At their January 20 meeting, the Town Council voted to:

- Unanimously (5-0) **approve** the voluntary annexation;
- Unanimously (5-0) **approve** the Future Land Use Map amendment; and,
- Unanimously (5-0) **approve** the Zoning Map amendment for the subject property upon first reading.

Planning and Zoning Commission/Local Planning Agency Action

At their December 9 meeting, the Planning and Zoning Commission voted to:

- Unanimously (6-0) recommend **approval** of the voluntary annexation;
- Unanimously (6-0) recommend **approval** of the Future Land Use Map amendment, acting as the Local Planning Agency; and,
- Unanimously (6-0) recommend **approval** of the Zoning Map amendment, acting as the Local Planning Agency.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed voluntary annexation and amendments to the Future Land Use Map and Zoning Map **consistent** with the goals, objectives, and policies of the Town of Jupiter's Comprehensive Plan and Zoning Code.

Background

Table 1. Surrounding land use designations and zoning districts – Getz Subdivision

Attachment A – Location Map		
Location	Existing Land Uses	Future Land Use Designations/Zoning Districts
North	Single-family dwelling unit	PBC Low Residential, 1 Unit per Acre (LR-1) / PBC Single-Family Residential (RS)
South	Center Street and single-family dwelling unit	TOJ Low Density Residential / TOJ Single-Family Residential (R-1)
East	Private access drive and single-family dwelling unit	PBC LR-1 / RS
West	Single-family dwelling unit	PBC LR-1 / RS

For a comprehensive view of the above designations surrounding the subject property, refer to the Existing Future Land Use Map (Attachment B) and Existing Zoning Map (Attachment C). The proposed Future Land Use and Zoning designations are shown on the Proposed Future Land Use Map (Attachment D) and Proposed Zoning Map (Attachment E), respectively.

Photo 1.

Existing Conditions: The applicant has submitted concurrent applications to request a voluntary annexation, Future Land Use Map (FLUM) amendment, and Zoning Map amendment for the subject property. The subject property is accessed via an unimproved ingress-egress easement through the adjacent property to the west located at 5301 Center Street. There are no principal structures on the site, but there is a well house in the northwestern corner, as indicated on the boundary survey (see Attachment F – Survey). The subject property is located within the future annexation area indicated in the 1990 Town of Jupiter Annexation Study.

Reason for the Request: During the pre-application meeting, the applicant indicated they are requesting the subject applications with the intention of constructing a single-family dwelling unit in the future. In the Annexation Project Narrative, the applicant states the voluntary annexation is consistent with the Town's goals for growth and municipal service expansion (see Attachment G – Project Narrative – Annexation). In the FLUM/Rezoning Project Narrative, the applicant states the proposed FLUM and Zoning Map amendments will maintain the consistency of the existing residential development pattern (see Attachment H –Statement of Use – FLUM/Rezoning).

The subject property was subdivided into its current configuration in 2021. Prior to the subdivision, site plan approval was granted by the County for the proposed development of a single-family dwelling unit. A bonus to increase the maximum density on the original lot from one to two dwelling units per acre was granted through the County's Transfer of Development Rights (TDR) program. Traffic and school capacity concurrency were reviewed by the County at that time. Additionally, two variances were granted by the County to allow the proposed development to be accessed primarily through the above-mentioned 20-foot ingress-egress easement. The variances were requested because the County does not allow additional curb cuts to open onto Center Street, a designated collector road.

In 2021, a 721-day time extension for Commencement of Development for the approved site plan was granted by the County, providing an expiration date on June 10, 2026. According to the time extension, if the approved development has not commenced by this date, the project will need to be reviewed again for Commencement of Development and for concurrency.

Analysis

A. Voluntary Annexation Request

The following section lists the applicable State, County, and Town regulations and analyzes the consistency of the subject annexation request with these regulations.

State Statutes Consistency: Section 171.044(1), Florida Statutes (F.S.), states:

> *"The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed into the municipality."*

Intergovernmental Coordination: Staff has notified the Palm Beach County Planning Division of the application for annexation. Staff received correspondence from the County on December 16, 2025, indicating no inconsistencies were identified during the County's Annexation Review Process. Staff has also notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendment. As of the date of this report, staff has not received any comments from any adjacent local governments.

Comprehensive Plan Consistency: The proposed annexation is in conformance with the Future Land Use Element of the Town's Comprehensive Plan. The Town's Future Annexation Study criteria and priorities contained in Objective 1.6 of the Future Land Use Element are discussed in Attachment I – Annexation Criteria, as well as in Attachment J – Comprehensive Plan Consistency Analysis.

Traffic Impacts: There are no traffic impacts associated with annexing the subject property into the Town. The Future Land Use Map (FLUM) amendment traffic analysis will address any impacts associated with the land use change for the subject property.

Environmental Impacts: The Town's Natural Resources staff has no concerns regarding the proposed annexation as the lot is cleared and vacant.

Infrastructure Impacts: All public facilities are available to the property without adversely impacting the Town's established levels of service (LOS) standards as required by the Comprehensive Plan; specifically, Policy 1.4.4 of the Infrastructure Element. The results of this analysis are contained in the Infrastructure Impact Analysis section of the Annexation Criteria (see Attachment I – Annexation Criteria). The owner will be required to meet any and all connection requirements and associated costs for water and sewer service. The property is required to be annexed into the Town in order to receive water service.

B. Future Land Use Map Amendment

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of FLUM amendments. Proposed map amendments are evaluated within the context of each of the four criteria 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 proposed FLUM amendment of Low Density Residential is consistent with the goals, objectives, and policies of the Comprehensive Plan (see Attachment J – Comprehensive Plan Objectives and Policies Consistency Analysis).

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

   Staff Comment: The proposed FLUM amendment is consistent with the surrounding properties and will continue the established land use pattern in the area. The subject property currently has a designated future land use of Palm Beach County (PBC) Low Residential, 1 Unit per Acre (LR-1); however, a density bonus of up to two dwelling units per acre through the use of Transfer of Development Rights (TDR) was approved by the County for the subject property. The proposed FLUM amendment of Town of Jupiter (TOJ) Low Density Residential is compatible with the subject property's approved density bonus. It is also compatible with the designated future land uses of the adjacent properties to the east, north, and west, all of which are PBC LR-1. It is also compatible with the designated future land use of the property to the south, which is TOJ Medium Density Residential.

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 FLUM amendment will create an isolated land use designation because the subject property will be surrounded by unincorporated PBC properties on the north side of Center Street and will be adjacent to properties with a Medium Density Residential land use on the south side of Center Street; however, as discussed above, the proposed future land use designation of Low Density Residential is related to and is the most compatible with the PBC LR-1 designation of the surrounding unincorporated properties.

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 FLUM amendment is necessary because the applicant is seeking to voluntarily annex into the Town. Chapter 163 of the Florida Statutes requires annexed land to be assigned a municipal future land use designation and zoning district.

Population impacts. The proposed FLUM amendment to Low Density Residential will have no population impact because the County has already approved the subdivision allowing for the development of one single-family dwelling unit. This subdivision will have minimal impact on the surrounding population, regardless of the proposed FLUM amendment. The proposed Low Density Residential land use designation allows a maximum density of two units per acre, or one single-family dwelling unit in the case of the 0.36± acre subject property. Based on the census average of 2.5 persons per household, this would result in an approximate population increase of three residents, which will have a minimal impact on the Town's population.

Traffic impacts. The applicant has indicated that the approved site plan development for a single-family dwelling unit was reviewed by the County for traffic concurrency in 2021. The Town's Traffic Engineer has reviewed the proposed FLUM amendment and does not have any concerns regarding traffic impacts.

Environmental impacts. The proposed future land use map amendment of Low Density Residential will have minimal impact on the site. The Town's Natural Resources staff has reviewed the proposed FLUM amendment and does not have any concerns regarding environmental impacts since the lot is cleared and vacant.

Palm Beach County School District. The Palm Beach County (PBC) School District reviews all new applications for residential projects to ensure adequate school facilities are available for

additional residents. The subject property received subdivision approval from the County to allow for the development of one single-family dwelling unit. In 2019, PBC School District provided a school capacity availability determination (SCAD) and recommended as part of the site plan approval with PBC that the owner pay $15,967 prior to the issuance of the first building permit. However, when the subdivision was approved by the County, this fee was not included as a condition of approval in the associated County Development Order. Per the District's interlocal agreement with the Town, the Town may incorporate such conditions as it deems appropriate. In addition, staff correspondence with the District notes that while the applicant has a valid SCAD, if re-evaluated today, the fee would not be recommended since the schools in the area are no longer over capacity. As PBC did not include the recommended fee and the fee would not be an incentive to annexation, no fee has been recommended.

C. Zoning Map Amendment

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: See the "Future Land Use Map Amendment" section above for discussion on consistency with the Comprehensive Plan. The proposed zoning map amendment of Compact Single-Family Residential (R-1A) is consistent with the requested future land use designation of Low Density Residential.

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 surrounding properties and will continue the established land use pattern in the area. The subject property currently has a zoning designation of Palm Beach County (PBC) Single-Family Residential (RS). The proposed zoning of Compact Single-Family Residential (R-1A) for the subject property is compatible with the zoning designations of the adjacent properties to the east, north, and west, all of which are PBC RS. TOJ R-1A and PBC RS have the same lot size and setback regulations in order to prevent the creation of nonconformities when a property is annexed into the Town. It is also compatible with the zoning designation of the property to the south, which is TOJ Single-Family Residential (R-1).

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 create an isolated zoning district because the subject property will be surrounded by unincorporated properties on the north side of Center Street and will be adjacent to properties with the TOJ R-1 zoning designation on the south side of Center Street; however, as discussed above, the proposed zoning district of TOJ R-1A is compatible with the PBC RS designation of the surrounding unincorporated properties. PBC RS uses the same lot size and setback regulations as TOJ R-1A so that residential properties being annexed into the Town may be assigned a zoning district that will not create nonconformities.

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 map amendment is necessary because the applicant is seeking to voluntarily annex into the Town. Chapter 163 of the Florida Statutes requires annexed land to be assigned a municipal future land use designation and zoning district.

The data and analysis supporting the FLUM and zoning map amendments will be included in the transmittal package sent to the Florida Department of Commerce after the adoption of the amendments in accordance with F.S. 163.3187.

Findings

1. The subject property is located in unincorporated Palm Beach County, but it is contiguous to the Town of Jupiter municipal boundary, is reasonably compact, and will not create an enclave upon annexation.
2. The subject property is located within the future annexation area indicated in the 1990 Town of Jupiter Annexation Study.
3. Upon annexation, the subject property must be assigned an appropriate municipal future land use designation and municipal zoning district.
4. The subject property is currently undeveloped.
5. The subject property is currently assigned the Palm Beach County (PBC) Low Residential, 1 Unit per Acre (LR-1) future land use designation and the PBC Single-Family Residential (RS) zoning district.
6. The proposed future land use designation of Town of Jupiter (TOJ) Low Density Residential is consistent with the goals, objectives, and policies of the Comprehensive Plan;
7. The proposed zoning district of TOJ Compact Single-Family Residential (R-1A) is consistent with the proposed future land use designation.
8. The R-1A zoning district was created to facilitate annexation of PBC properties assigned with the PBC RS zoning without creating setback and lot coverage non-conformities.

Conclusions

Staff has reviewed the requested FLUM and zoning map amendments on the 0.36± acre subject property and has found them to be consistent with the Comprehensive Plan and Land Development Regulations for the following reasons:

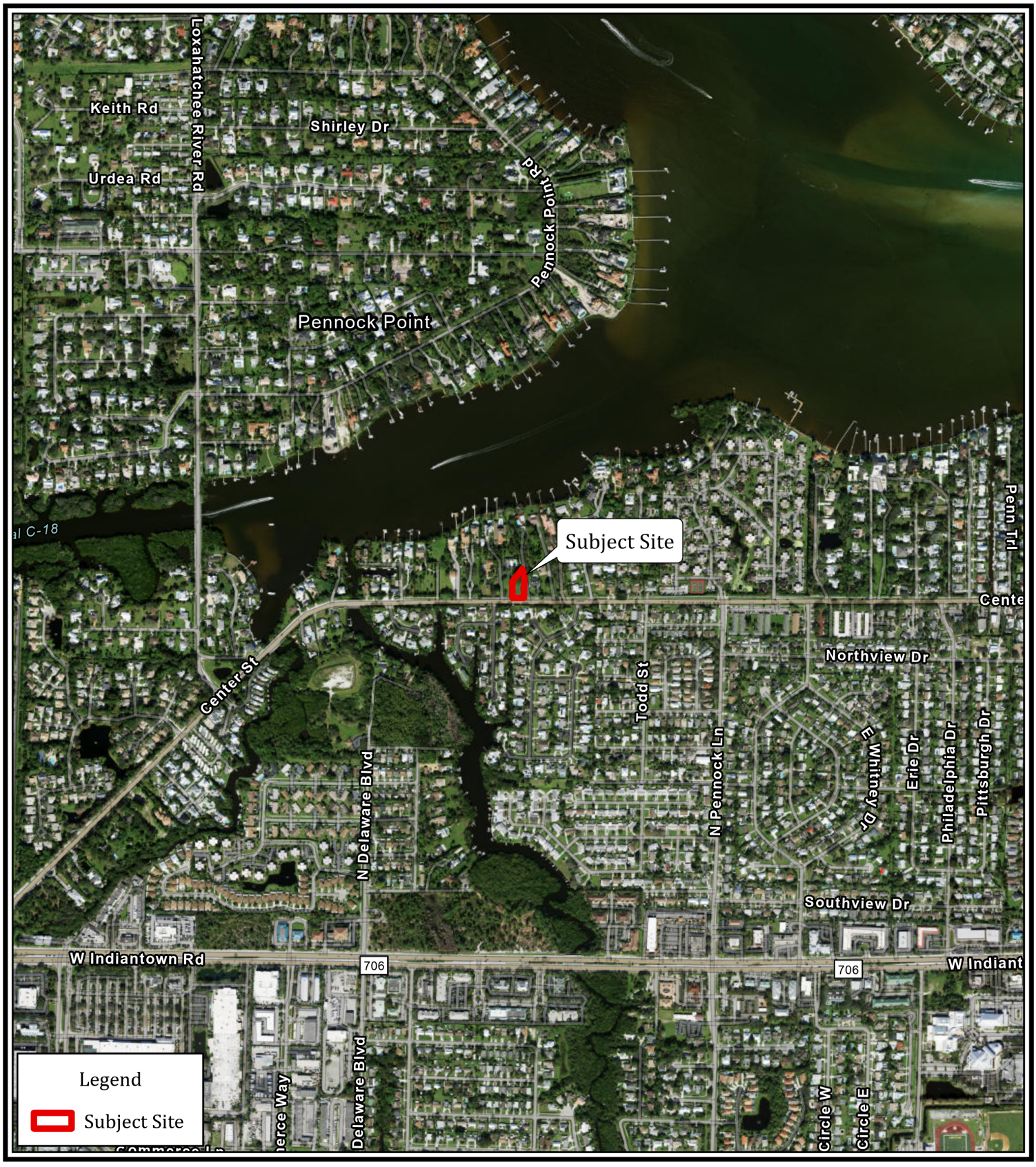
1. The annexation of the subject property is consistent with the Town Annexation Study and complies with Florida Statute 171.044(1).
2. The proposed annexation, FLUM amendment, and zoning map amendment applications are consistent with the Comprehensive Plan's goals, objectives and policies.

Attachments:

Attachment A – Location Map
Attachment B – Existing Future Land Use Map
Attachment C – Existing Zoning Map
Attachment D – Proposed Future Land Use Map
Attachment E – Proposed Zoning Map

Attachment F – Survey
Attachment G – Project Narrative – Annexation
Attachment H – Statement of Use – FLUM and Rezoning
Attachment I – Annexation Criteria
Attachment J – Comprehensive Plan Objectives and Policies Consistency Analysis

Contact Joseph Dray at josephd@jupiter.fl.us or 561-741-2473 for attachments.



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1 inch equals 1,000 feet

0 500 1,000 Feet

Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Location Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
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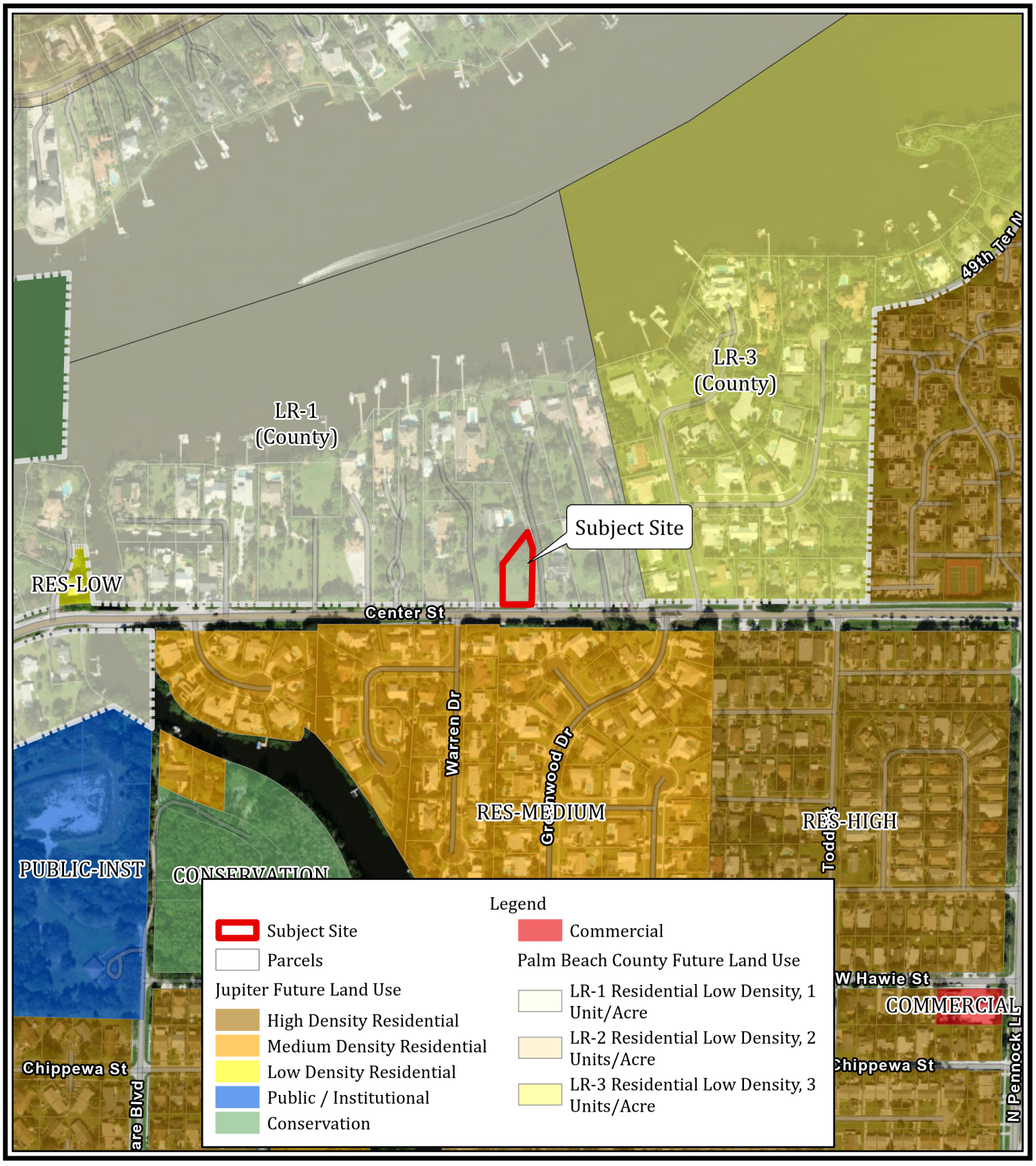

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1 inch equals 400 feet

0 200 400 Feet

Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [11/14/2025] ESS

Current Future Land Use Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

N
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1 inch equals 400 feet

0 200 400 Feet

Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Current Zoning Map

Getz Subdivision

Jupiter, FL

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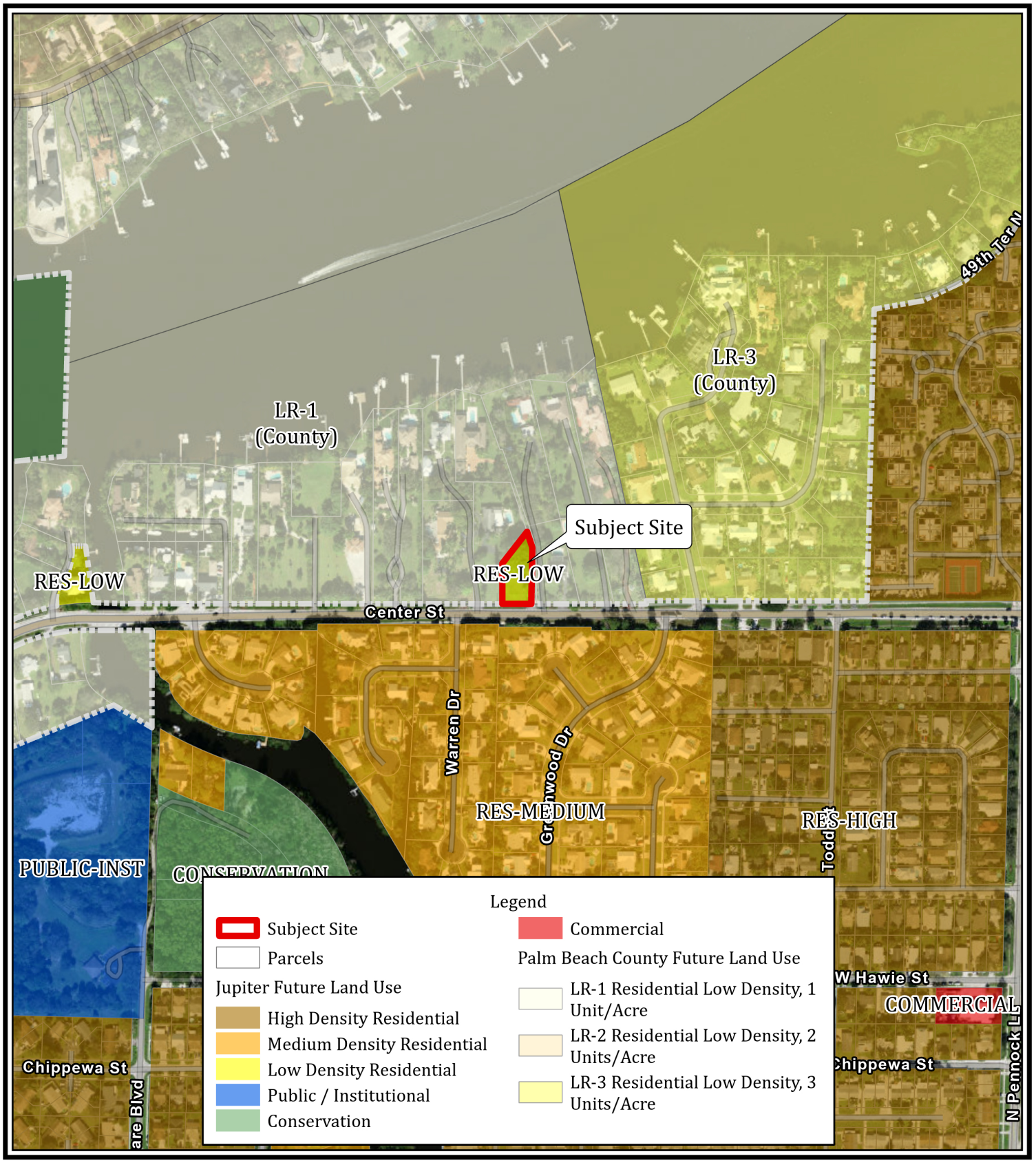

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1 inch equals 400 feet

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Feet

Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Proposed Future Land Use Map

Getz Subdivision

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

1 inch equals 400 feet

0 200 400 Feet

Map Document: F:\Projects Active\18-0804 Getz Residence -Center Street Subdivision\Maps and Graphics\ArcMap_Projects [10/02/2025] ESS

Proposed Zoning Map

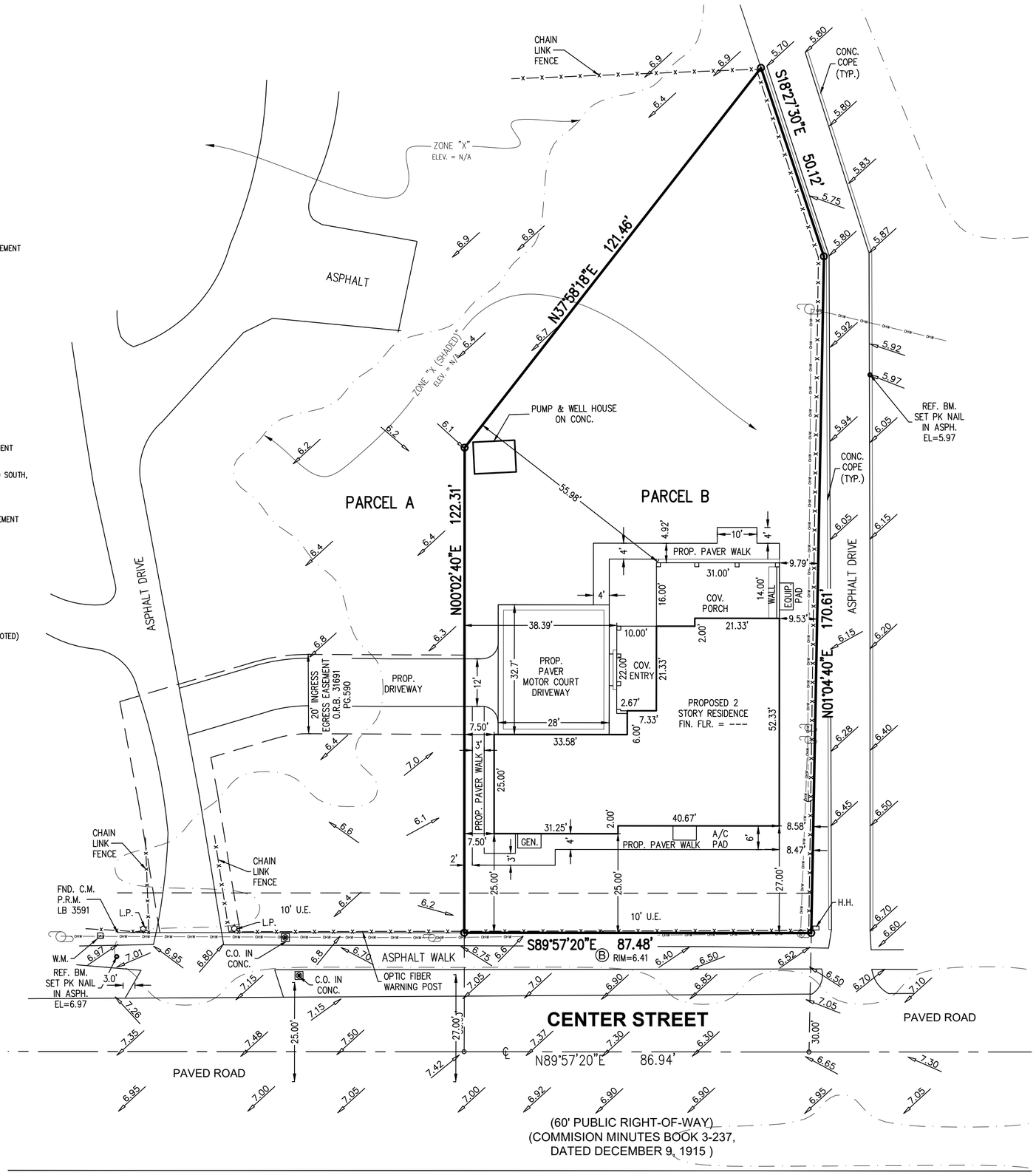
Getz Subdivision

Jupiter, FL

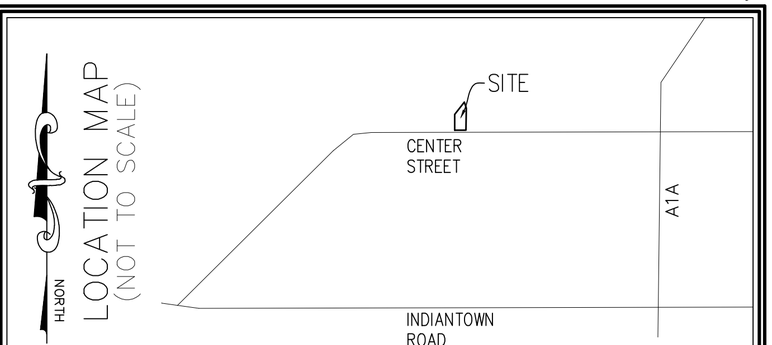
Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

LEGEND

A/C – AIR CONDITIONER
ASPH. – ASPHALT
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
B.M. – BENCHMARK
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. – COVERED
C.E. – COVERED ENTRY
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EOW – EDGE OF WATER
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
F.S.E. – FIRE SAFETY ACCESS EASEMENT
INV. – INVERT
IRR. – IRRIGATION
I.R./CAP – IRON ROD & CAP
L.A.E. – LIMITED ACCESS EASEMENT
L.M.A.E. – LAKE MAINETNANCE ACCESS EASEMENT
L.B.E. – LANDSCAPE BUFFER EASEMENT
(N.R.) – NOT RADIAL
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
OVHD – OVERHEAD POWER LINE
PG. – PAGE
0.00 – EXISTING ELEVATION
– ANCHOR
P.B. – PLAT BOOK
P.C.P. – PERMANENT CONTROL POINT
P.C. – POINT OF CURVATURE
P.C.C. – POINT OF COMPOUND CURVATURE
P.R.C. – POINT OF REVERSE CURVATURE
P.I. – POINT OF INTERSECTION
P.T. – POINT OF TANGENCY
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
P.P.A.E – PERPETUAL PUBLIC ACCESS EASEMENT
REF. – REFERENCE
R/W – RIGHT–OF–WAY
SEC 35/40/42 – SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST
S.E. – SANITARY EASEMENT
SQ. FT. – SQUARE FEET
SUA – SEACOAST UTILITY AUTHORITY
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
TWP. – TOWNSHIP
TYP. – TYPICAL
TOB – TOP OF BACK
U.E. – UTILITY EASEMENT
W.E. – WATER EASEMENT
R/W – RIGHT–OF–WAY
RBE – ROADWAY BUFFER EASEMENT
℄ – CENTER LINE
C.M. – CONCRETE MONUMENT
C.B. – CATCH BASIN
W.V. – WATER VALVE
– SET 5/8" IR/CAP LB 3591 (UNLESS NOTED)
Ⓢ – SANITARY MANHOLE
Ⓓ – DRAINAGE MANHOLE
(00.00) – PROPOSED ELEVATION
0.00 – EXISTING ELEVATION
– TRAFFIC SIGN
W.M. – WATER METER
W.S. – WS/BFP/FDV (WATER SERVICE/BACKFLOW PREVENTER/ FIRE DEPARTMENT CONTROL)
E – ELECTRIC HAND HOLE
IR – IRRIGATION CONTROL VALVE
Δ – DELTA (CENTRAL ANGLE)
L – ARC LENGTH
R – RADIUS
NAVD 88 – NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD 29 – NATIONAL GEODETIC VERTICAL DATUM OF 1929
L.P. – LIGHT POLE
F.H. – FIRE HYDRANT
Ⓑ – BELLSOUTH MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
OHW – ELECTRICAL WIRES OVERHEAD
– POWER POLE
W – WATER METER



LOCATION MAP
(NOT TO SCALE)



GRAPHIC SCALE

20 0 10 20 40
(IN FEET)
1 INCH = 20 FT.

NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS–OF –WAY, EASEMENTS,OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF PARCEL B, HAVING A BEARING OF S89°57'20"E.
5. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. FLOOD ZONE "X (SHADED)" FIRM PANEL NO. 12099C0178G; COMMUNITY NO. 120192; DATE: DECEMBER 20, 2024.
9. PALM BEACH COUNTY BENCHMARK "R 625"; ELEVATION =3.31 (NAVD88); SURVEY DISK SET IN TOP OF CONCRETE MONUMENT.
10. PROPERTY ADDRESS: 113 ELSA RD JUPITER FL 33477–5029.

DESCRIPTION:

PARCEL B, GETZ SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131 PAGES. 181 THROUGH 182, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE PALM BEACH COUNTY, FLORIDA.

CONTAINING 15,536 SQUARE FEET, OR 0.357 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS–OF–WAY OF RECORD.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON OCTOBER 6, 2025. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA – LB #3591

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

PARCEL B
GETZ SUBDIVISION
BOUNDARY SURVEY

PERMIT SKETCH	10/6/2025	AA
BOUNDARY SURVEY	9/20/2025	AZ
REVISIONS	DATE	BY

DATE	10/6/25	SCALE	1"=20'
FLD.BK.	ELEC	CHECKED BY	C.E.
PAGE	N/A		
FILE NAME 8488_PARCEL B–SUR–PERMIT			

8488

SHT.NO. 1 OF 1 SHEETS

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
WWW.COTLEURHEARING.COM
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

Project Narrative

Voluntary Annexation

Town of Jupiter

November 18, 2025

REQUEST

The owner of the subject property at PCN: 00424035280020000, is seeking approval of a voluntary annexation into the Town of Jupiter. The subject property is currently located within unincorporated Palm Beach County on the north side of Center Street. The property has been under current ownership since August of 2023. Approval of this request will extend the municipal boundary into the northern side of Center Street.

LOCATION

The subject property is .36 acres and currently lies vacant with no history or prior development. The property is currently within the RS Residential Single Family Zoning district and the LR1 Low Residential Future Land Use district.

The subject properties are contiguous to the Town of Jupiter's municipal boundary on its northern boundary. The property borders Center Street, in compliance with the Town of Jupiter's Code of Ordinances, access to the vacant lot can be provided from Center Street.

ADJACENT FUTURE LAND USE & ZONING CLASSIFICATION

	Zoning	FLU	Use
N (Unincorporated PBC)	RS	LR1	Single Family Residential
S (Town of Jupiter)	R1 Residential Single-Family	Medium Density Residential	Residential
E (Unincorporated PBC)	RS	LR1	Residential
W (Unincorporated PBC)	RS	LR1	Residential

CONCLUSION

The proposed voluntary annexation of the subject property (PCN: 00-42-40-35-28-002-0000) into the Town of Jupiter is consistent with the Town's long-range planning objectives and policies related to orderly growth and municipal service coordination. The parcel is contiguous to the Town's existing municipal boundary and is located within the Town's designated Future Annexation Area, as identified in the Comprehensive Plan. Bringing the property into the Town's jurisdiction will allow future planning, zoning, and development decisions to be administered under a unified regulatory framework, ensuring consistency with the Town's development standards and review procedures. This annexation will also facilitate coordinated evaluation of any future improvements, support efficient municipal service delivery, and strengthen the Town's ability to manage long-term land-use and infrastructure planning for the surrounding area.

The property, comprising 0.36 acres, is currently vacant and undeveloped, with access from Center Street and compatibility with surrounding residential uses. Adjacent properties are designated for single-family residential development under both Palm Beach County and Town of Jupiter zoning and land use classifications, demonstrating consistency with the Town's established residential character in this area.

Annexing this parcel will support orderly growth, improve coordination of infrastructure and municipal services, and provide an opportunity for future residential development under the Town's jurisdiction. As such, the request for voluntary annexation is appropriate, compliant with applicable regulations, and in the best interest of the Town and the property owner.

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Getz Subdivision
Future Land Use Amendment | Rezoning
Statement of Use
November 13, 2025

INTRODUCTION
On behalf of the applicant, we respectfully request approval of a Future Land Use (FLU) map amendment and rezoning to follow the concurrent voluntary annexation application submitted to the Town of Jupiter for the subject property located on the North side of Center Street (PCN: 00424035280020000). The application seeks to assign a Town FLU designation of Residential Low and R1-A Zoning to the subject property. The property currently has a zoning designation of RS Residential Single Family and a FLU designation of LR-1. The proposed annexation terminates at the north, eastern and western boundaries of the property, and are a continuation of the existing municipal limits of the Town of Jupiter.

PROJECT CONTACT
All correspondence in connection with this request should be directed to the agents for the applicant:

Agent/Planner
Cotleur & Hearing
Attn: Samuel Polacek
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
spolacek@cotleur-hearing.com

Applicant/Owner
Ariel Hearing
113 Elsa Rd
Jupiter, FL 33477
arielhearing@gmail.com

SURROUNDING LAND USE AND ZONING

	Zoning	FLU
Subject Property	RS	LR-1
N	RS	LR-1
S	R1	Medium Density Residential
E	RS	LR-1
W	RS	LR-1

JUSTIFICATION
Sec. 27-178 – Criteria for future land use and zoning map amendments
In addition to the applicable requirements of the Florida Statutes, the following criteria shall apply to all applications which propose to change the town's future land use or zoning map:

(1) The proposed map amendment shall be consistent with the goals, objectives, and policies of the town's comprehensive plan.
Future Land Use Response: As part of the annexation process, the assignment of a Future Land Use designation is necessary to ensure consistency with the Town's Comprehensive Plan and to promote compatibility with surrounding development. The subject property is contiguous to the Town's existing municipal boundary and is located within the area identified for future annexation.

In accordance with Policy 1.3.1 of the Comprehensive Plan, the proposed Low-Density Residential designation—permitting up to two dwelling units per acre—is appropriate for the site. This designation reflects the existing development pattern in the surrounding area and supports the Town's broader goals of managing growth, maintaining community character, and encouraging compatible land use transitions. The proposed designation is consistent with the Town's vision for orderly and sustainable development.

Rezoning Response: The proposed rezoning to the Compact Single-Family Residential (R-1A) zoning district is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan. This district allows for low-density, single-family residential development, which aligns with the intended land use and existing zoning patterns in the surrounding area.

The R1-A designation is appropriate given the site's context and supports the Town's efforts to ensure compatible development, preserve neighborhood character, and manage residential growth in a responsible manner. Rezoning reinforces the Town's commitment to planning principles that promote orderly development and maintain the integrity of adjacent neighborhoods.

(2) The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.
Future Land Use Response: The proposed Low-Density Residential Future Land Use designation is consistent with the established land use pattern of the surrounding area. Properties to the north, east, and west are designated Low Residential (LR-1) within unincorporated Palm Beach County, while properties to the south are designated Medium Density Residential (2 to 4 dwelling units per acre) within the Town of Jupiter.

In accordance with Policy 1.3.1 of the Comprehensive Plan, the proposed designation serves as a logical and appropriate transition between the higher-density residential uses to the south and the lower-density residential character to the north of Center Street. This

transition supports compatibility and reinforces a cohesive land use pattern that respects both the Town's growth objectives and the character of adjacent neighborhoods.

Rezoning Response: The proposed Compact Single-Family Residential (R-1A) zoning district is consistent with the established zoning pattern in the surrounding area. Properties located to the north, east, and west are zoned RS (Residential Single-Family) within Palm Beach County, while properties to the south are zoned R-1(Single-Family Residential) within the Town of Jupiter.

The proposed zoning maintains consistency and compatibility with adjacent zoning districts, reinforcing the existing single-family residential character of the area. It provides a harmonious extension of the surrounding development pattern and supports the Town's objective to ensure orderly, compatible growth in alignment with its Comprehensive Plan.

(3) The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.
Future Land Use Response: The proposed Low-Density Residential (LR-1) Future Land Use designation is consistent with the surrounding land use context and does not create an isolated designation. The subject property is bordered to the north, east, and west by similarly designated Low-Density Residential properties within unincorporated Palm Beach County. To the south, the adjacent properties are designated Medium Density Residential within the Town of Jupiter.

This configuration supports a logical transition in land use intensity across Center Street, with the proposed designation acting as a buffer between the higher-density residential uses to the south and the lower-density pattern to the north. The amendment reinforces cohesive land use planning and prevents the creation of a land use "island" that would be inconsistent with surrounding patterns.

Rezoning Response: The proposed Compact Single-Family Residential (R-1A) zoning district is contextually appropriate and does not result in an isolated zoning district. It mirrors the existing Residential Single-Family (RS) zoning of adjacent properties to the north, east, and west within Palm Beach County, while providing a compatible transition to the Medium Density Residential zoning to the south within the Town of Jupiter.

The R1-A district represents a logical extension of the Town's zoning framework and serves as a strategic entry point for future annexation efforts along North Center Street. It maintains continuity with the surrounding zoning districts and provides a gradual shift in residential density that supports neighborhood compatibility and coordinated growth.

(4) The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.
Future Land Use Response: The proposed Future Land Use amendment is necessitated by the voluntary annexation of the subject property into the Town of Jupiter. As the area transitions from unincorporated Palm Beach County to the Town's jurisdiction, assigning the Low-Density Residential (LR-1) designation ensures consistency with the Town's adopted Future Land Use Map and with adjacent residential areas already within the municipal boundary.

This amendment also supports the Town's broader planning goals for the orderly annexation and integration of properties along northern Center Street. By establishing a land use designation that reflects both existing development and anticipated growth patterns, the Town can better coordinate future infrastructure investments and public service delivery in the area.

Rezoning Response: The proposed rezoning to Compact Single-Family Residential (R-1A) is warranted due to the change in jurisdiction resulting from annexation. The transition from county to municipal governance requires the application of a zoning district consistent with the Town's land development regulations and planning objectives.

The R1-A district is compatible with the surrounding residential character and provides the Town with appropriate regulatory tools to preserve the existing low-density development pattern. It also supports long-term planning efforts for the potential future annexation of adjacent properties, ensuring consistent zoning and land use management across jurisdictional boundaries.

CONCLUSION

The proposed Future Land Use Map amendment and rezoning request are consistent with the Town of Jupiter's Comprehensive Plan and Land Development Regulations, and they satisfy all applicable criteria outlined in Section 27-178 of the Town Code. The subject property is strategically located along the northern boundary of Center Street and is contiguous with the Town's existing municipal limits, making it a logical and appropriate candidate for annexation, future land use designation, and rezoning.

The proposed Low-Density Residential designation and Compact Single-Family Residential (R-1A) zoning district are compatible with the surrounding land use and zoning patterns, do not create an isolated district, and support a smooth transition between existing development

intensities. These designations will maintain the low-density character of the area while also aligning with the Town's vision for coordinated, well-managed growth.

Approval of this application will ensure consistency across jurisdictional boundaries, allow for the continued provision of appropriate municipal services, and support the Town's broader annexation and land use planning efforts along the Center Street corridor. The applicant respectfully requests the Town's favorable consideration of this request.

Attachment I – Town Annexation Criteria

Comprehensive Plan Consistency:

Future Land Use Element Objective 1.6 states that annexations will be based on the criteria and priorities set forth in the "Future Annexation Study," as amended, which includes the following:

A. Existing Town Policy:	The subject property is located in the future annexation area described under this criterion in the Future Annexation Study.
B. Legal Considerations:	The subject property is consistent with the requirements of Chapter 171, F.S. because the property is contiguous to the Town's boundary and is reasonably compact.
C. Fiscal Impact:	Once the subject property is annexed into the Town, taxes paid will contribute to provide roads, police, fire services, etc, as applicable.
D. Concurrency Impact:	The subject property is serviced by a major collector road and is within the Town's water service and the LRD sewer system. Any water or sewer connection fees required will be the responsibility of the owner.
E. Community Values:	If annexed, the Town will have the opportunity to improve the quality of development on the subject property.
F. Land Use Considerations:	The Future Annexation Study states that the land use designation of any recently annexed property should be evaluated in light of the capacity of both existing and programmed infrastructure.
G. Management/Planning:	1. *Areas with essential infrastructure:* As noted above, water and sanitary service is available to the subject property. 2. *Urban services can be provided cost efficiently:* All urban services are available at the Town's adopted level of service standards as noted above. 3. *Areas which square off the Town's limits:* The subject property is within an unincorporated area of land that lies in the Town's future annexation area; this future annexation area would square off the Town boundaries if annexed in its entirety.

***Infrastructure Impact Analysis (Infrastructure Element Policy 1.4.4)*:**

1. *Water.* The subject property is currently served by the Town's water utility. The Town's water plant has a permitted capacity of 30.0 million gallons per day (mgd). As of June 30, 2025, the Town has water demand reservations of 18.2 mgd. With an excess capacity of approximately 11.8 mgd, there is sufficient water services capacity available to service the subject property.

2. *Sanitary Sewer.* The subject property is currently within the service area of the Loxahatchee River District (LRD). The LRD's wastewater treatment facility (WWTF) is rated at 11.0 mgd based on a three-month average daily flow. The maximum three-month average daily flow to the WWTF for the past 12-month period was 7.4 mgd. With an excess capacity of approximately 3.6 mgd, LRD's regional WWTF has sufficient capacity for the subject property.

3. *Stormwater.* Any development improvements to the subject property will be required to satisfy the Town's on-site retention requirements and other related standards of the South Florida Water Management District as stated in Policy 1.3.10 of the Town's Infrastructure Element, and Policy 1.2.1 of the Town's Capital Improvements Element.

4. *Solid waste.* Collection is provided by Waste Management, Inc. which currently has a franchise agreement with the Town for waste disposal services. According to the Solid Waste Authority's *2024 Landfill Depletion Model: Forecast of Waste Generation and Landfill Depletion: 2024 – 2079*: Through September 30, 2023, a total of 25,502,800 cubic yard of landfill capacity have been depleted. Utilizing the total estimated landfill volume and the volume depleted to date, the model estimates a total of 25,464,905 cubic yards of capacity remain, which is expected to provide disposal capacity until 2053.

5. *Police.* Police service will be provided by the Jupiter Police Department. Assigning the subject property with the Low Density Residential land use designation should not significantly change the impact to police services.

6. *Fire Rescue.* Palm Beach County Fire-Rescue is currently responsible for fire-rescue service to the subject property. The property will be served by Fire Station No. 19, which is located on Central Boulevard. Please note, if annexed, Town of Jupiter Fire-Rescue will assume responsibility for fire-rescue service to the subject property beginning October 1, 2026.

7. *General Government.* No significant increase in demand for general government services is anticipated.

8. *Intergovernmental Coordination.* Staff has notified the Palm Beach County Planning Division of the application for annexation. Staff received correspondence from the County on December 16, 2025, indicating no inconsistencies were identified during the County's Annexation Review Process. Staff has also notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendment. As of the date of this report, staff has not received any comments from adjacent local governments.

9. *Recreation.* The proposed FLUM amendment to assign to the subject property the Low Density Residential land use designation will not have a significant increase in demand for recreation facilities in the Town.

10. *School Concurrency.* The Palm Beach County (PBC) School District reviews all new applications for residential projects to ensure that adequate school facilities are available for additional residents. Pursuant to the School District's Interlocal agreement with the Town, the School District can recommend funds to support schools for projects with a land use and zoning change to allow residential. In 2019, the Palm Beach County (PBC) School District determined the proposed site plan development for a single-family dwelling unit, which was approved through the County, would have a negative impact on the public school system. PBC School District staff recommended the condition that the property owner contribute $15,967 to the PBC School District to mitigate the impact, prior to the issuance of the first building permit.

Attachment J – Comprehensive Plan Objectives and Policies Consistency Analysis

FUTURE LAND USE ELEMENT

Objective 1.6: The Town's annexation program shall be based on the criteria and priorities identified in the "Future Annexation Study," as amended.

Staff Comment: The proposed annexation is consistent with the criteria and priorities identified in the Future Annexation Study. For further analysis, see "Comprehensive Plan Consistency" in Attachment I – Annexation Criteria.

Policy 1.3.1: Low Density Residential – The predominate dwelling type in this future land use designation is detached, single family dwelling units. Within a planned unit development (PUD) larger than 160 acres, duplexes, zero-lot-line, townhome, multi-family and accessory dwelling units may be allowed, and single-family dwelling units may not be required to be the predominate dwelling type. The previously described allowances are subject to Town Council approval. The allowable density range is up to two units per gross acre with the following location criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services, religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) In areas that afford attractive natural and/or rural surroundings.
b) In areas that provide convenient access to work and shopping areas.
c) In areas that are spatially separated and buffered by other uses from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
d) In areas where water supply and sewerage facilities services can be provided economically.
e) In areas where adequate police and fire protection can be economically provided.

Staff Comment: The proposed Future Land Use Map (FLUM) amendment of Town of Jupiter (TOJ) Low Density Residential is consistent with Policy 1.3.1. The subject property currently has a designated future land use of Palm Beach County (PBC) Low Residential, 1 Unit per Acre (LR-1). The proposed FLUM amendment of Low Density Residential for the subject property is the most compatible town designation to align with the designated future land uses of the adjacent properties to the east, north, and west, all of which are PBC LR-1. It is also compatible with the designated future land use of the property to the south, which is TOJ Medium Density Residential due to the higher density development on the south side of Center Street. The subject property meets the allowable density range and the location criteria listed above for the TOJ Low Density Residential future land use.

INFRASTRUCTURE ELEMENT

Policy 1.4.4: The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:

Facility	LOS Standard
Sanitary Sewer	85 gallons per capita per day
Solid Waste	7.13 pounds per capita per day
Drainage Facilities	Projects shall be designed and operated so that off-site discharges meet State water quality standards, as set forth in Chapter 62-25, Florida Administrative Code (adopted by reference)
Potable Water (Residential)	153 Gallons per Capita per Day
Potable Water (Com./Ind.)	100 Gallons/Day/1,000 Square Feet

In order to ensure that these level of service standards are maintained, methodologies for determining available capacity and demand shall incorporate appropriate peak demand coefficients for each facility and for the type of development.

Staff Comment: The proposed annexation and FLUM amendment are consistent with Policy 1.4.4. of the Infrastructure Element. The subject property is located in an area where water supply and wastewater treatment are available. The property owner will be required to meet any and all connection requirements and associated costs for water and sewer service. For further analysis, see “Infrastructure Impact Analysis” in Attachment I – Annexation Criteria.

Cotleur & Hearing

Getz Subdivision
Future Land Use, Rezoning and Annexation
Application #'s PZ 25-6587,25-6589,25-6590

Jupiter, FL

February 17, 2026

Cotleur & Hearing

PZ 25-6587, 25-6589, 25-6590

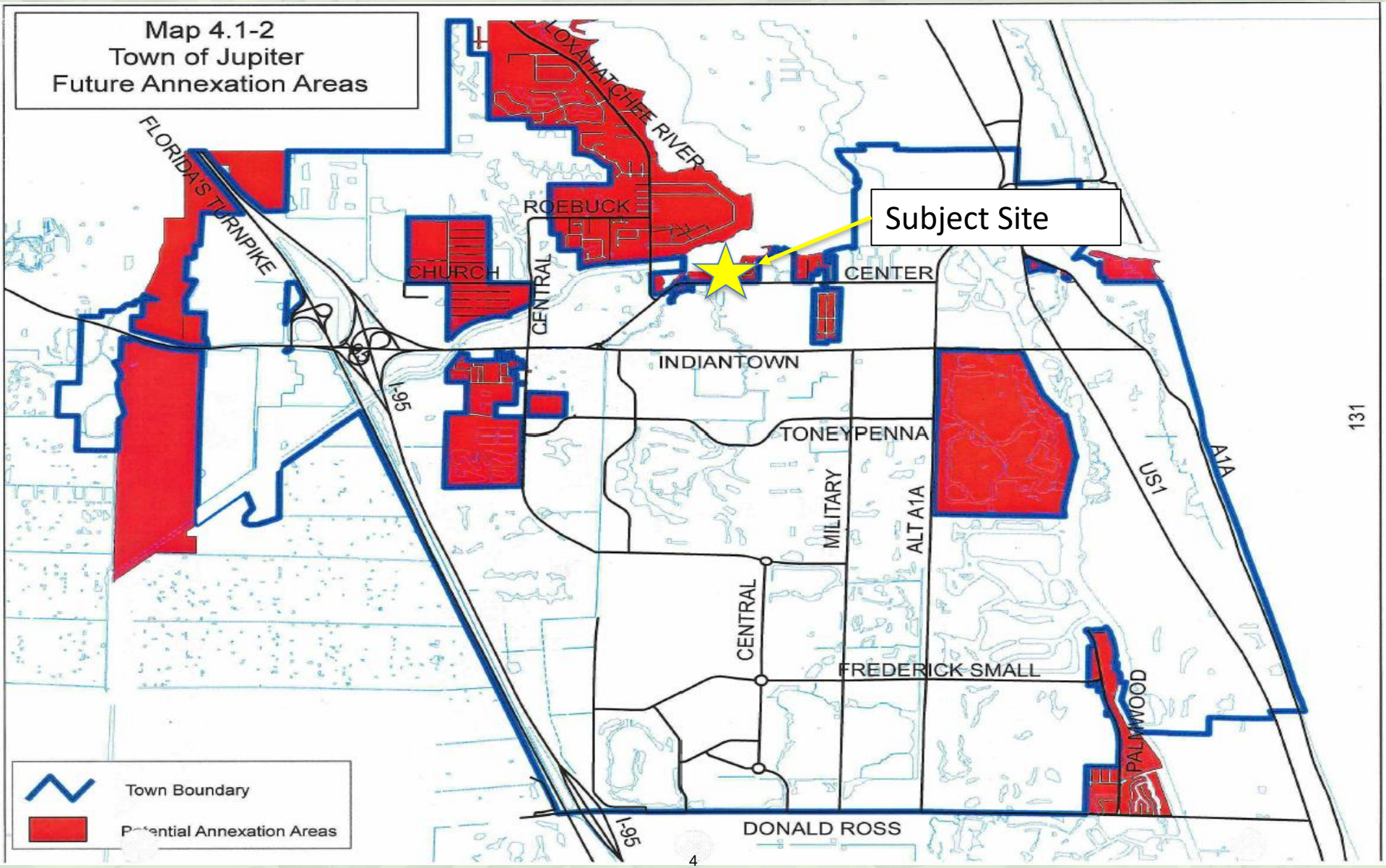
- **Voluntary Annexation**
- **Small-Scale Future Land Use Map (FLUM) amendment (LR-1 to Res-Low)**
- **Zoning Map Amendment (RS to R1-A)**

Location

Keith Rd
Shirley Dr
Urdea Rd
Pennock Point Rd
Pennock Point
Loxahatchee River Road
Subject Site
Center Street
Penn Trl
Northview Dr
Todd St
N Delaware Blvd
Pennock Lane
Whitney Dr
Erie Dr
Philadelphia Dr
Pittsburgh Dr
Southview Dr
W Indiantown Rd
706
Delaware Blvd
Circle W
Circle E
Legend
Subject Site

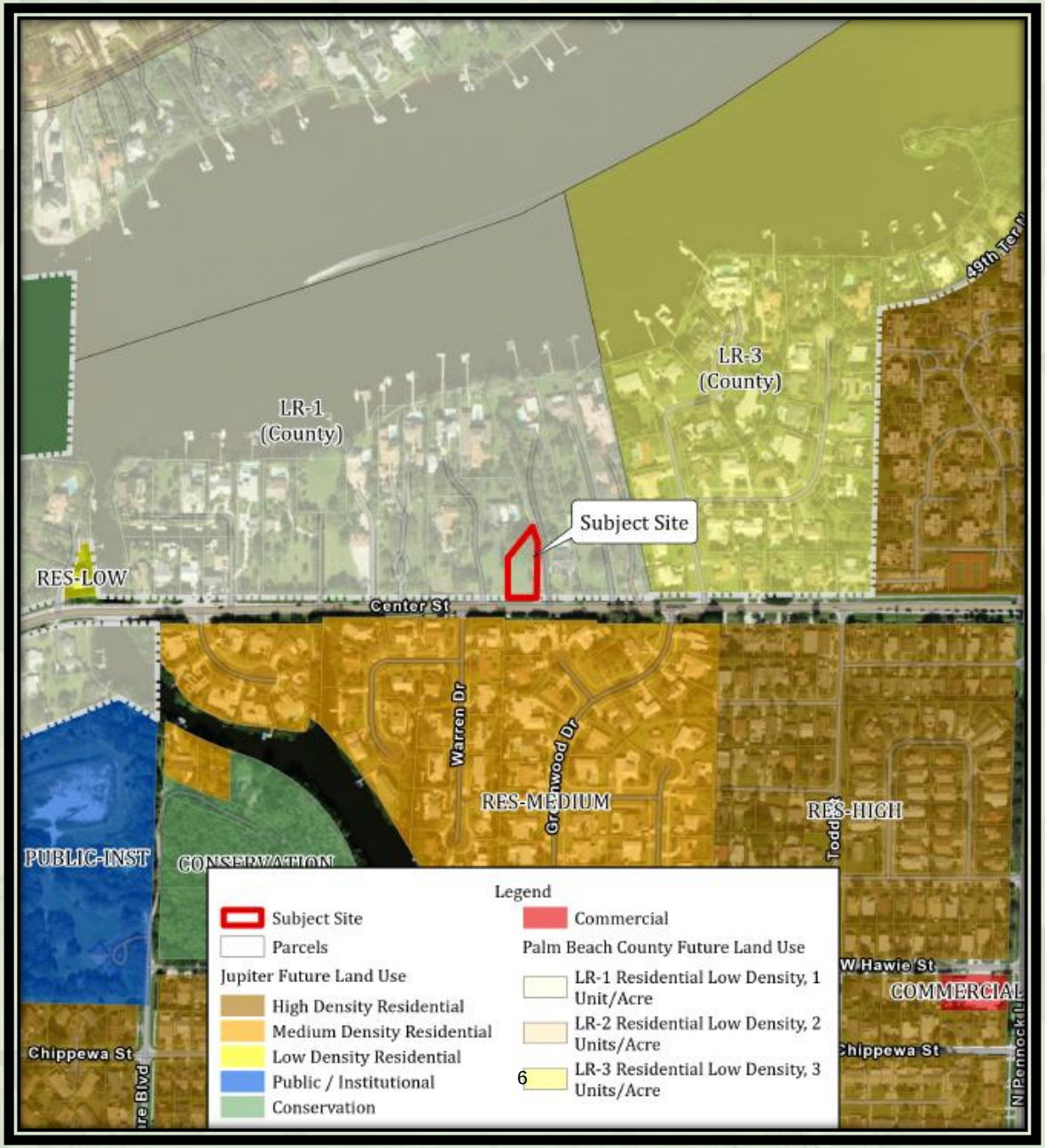
Annexation

Cotleur & Hearing

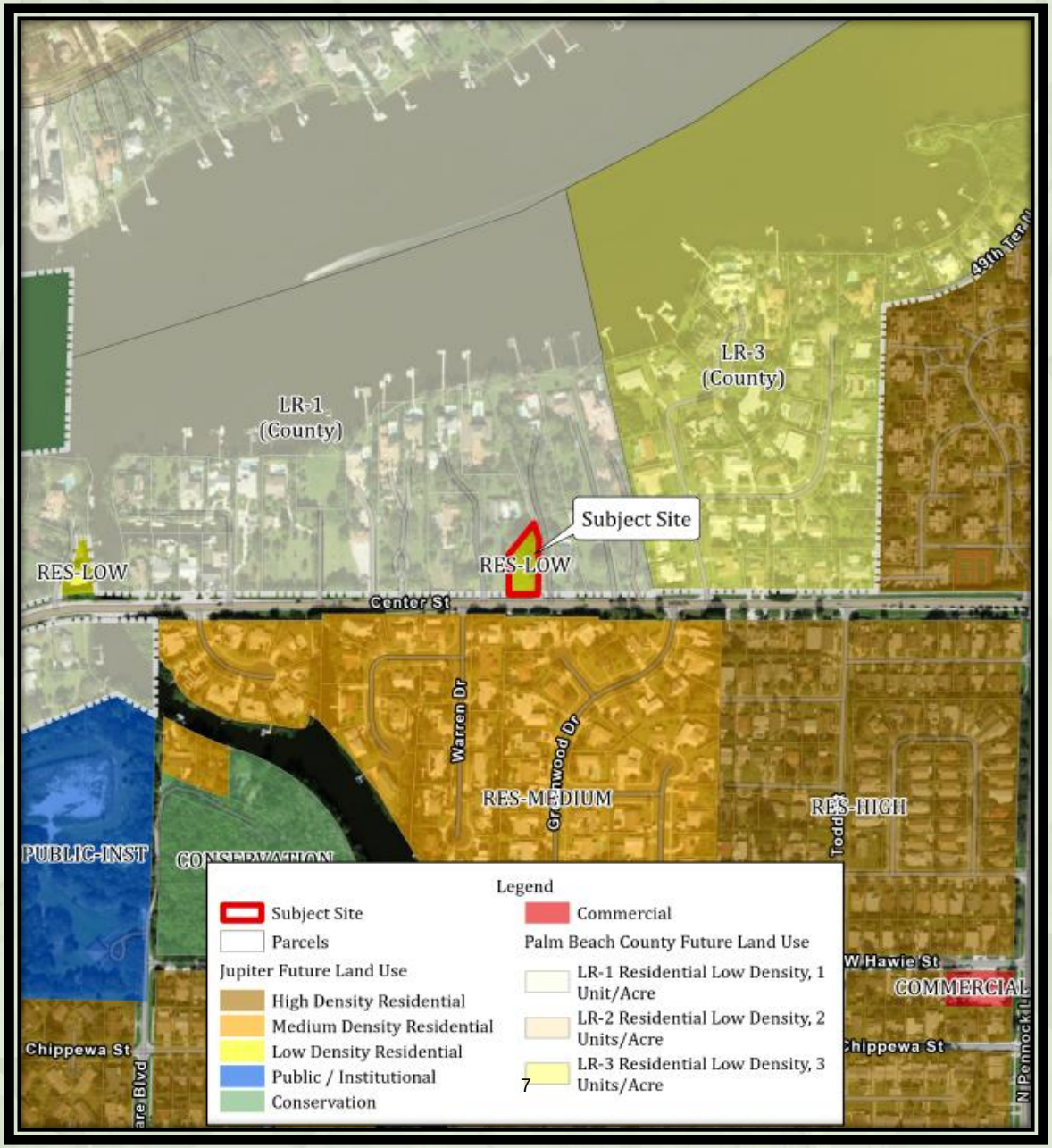


Proposed Municipal Boundary | Annexation

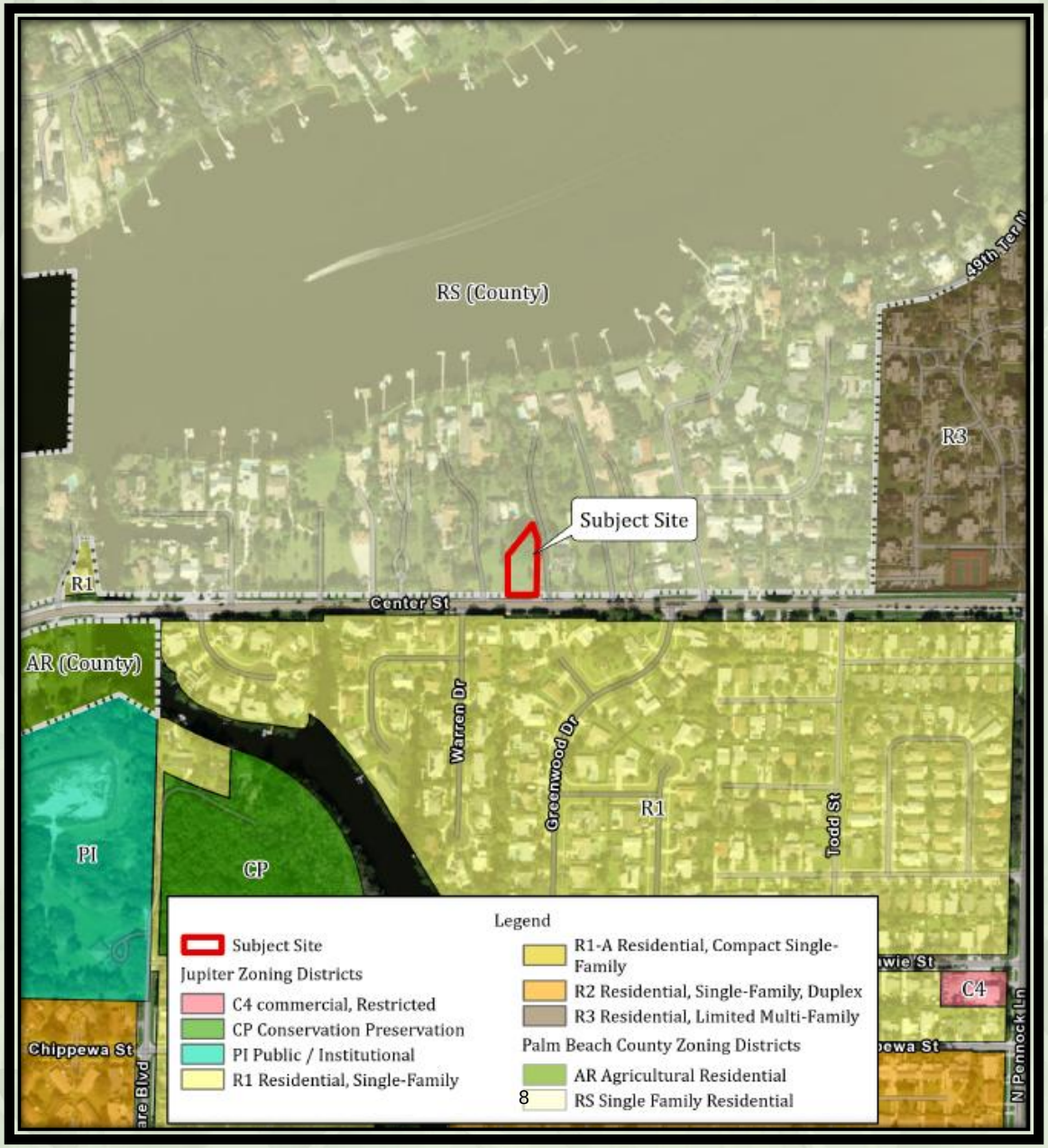
Existing Future Land Use (PBC) | LR-1



Proposed Future Land Use (TOJ) | Res-Low



Existing Zoning (PBC) | RS



Proposed Zoning (TOJ)| R1-A

Summary

The requested annexation, Future Land Use, and rezoning changes are appropriate because the property is directly contiguous to the Town's existing municipal limits. The proposed designations maintain the site's current residential density and ensure consistency with the Town's planning framework.

Cotleur & Hearing

Thank you

TOWN OF JUPITER
Police Pension Ordinance Update

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	**A. Ordinance 12-26, First Reading,** Amendment of Offset Healthcare Premiums Supplemental Retirement Benefits of the Police Officers Retirement Fund. **B. Ordinance 13-26, First Reading,** Amendment of DROP Supplemental Retirement Benefits of the Police Officers Retirement Fund. **C. Ordinance 14-26, First Reading,** Corrections relating to the Police Officers Retirement Fund Pension Ordinance.

EXECUTIVE SUMMARY

As part of the most recently approved collective bargaining agreement between the Town and the Palm Beach County Police Benevolent Association (PBA), the Town and the PBA agreed to amend certain provisions of the Police Officers' Pension Plan. The following is a summary of the negotiated pension changes and the corresponding Town Code amendments requested for adoption. In addition to the negotiated items found in ordinance 13-26 and 12-26, ordinance 14-26 has been drafted to correct scrivener's errors found from when the code sections were codified in 2018.

1. **Ordinance 12-26 / Amending Section 15-378 – Supplemental Retirement Benefit for Healthcare Premiums -** This amendment increases the supplemental retirement benefit available to offset healthcare insurance premiums. The increased benefit applies only to active members who are not participating in DROP.

2. **Ordinance 13-26 / Amending Section 15-390 – DROP Funding Requirement -** This amendment removes the employee funding requirement for active members who elect to enter the Deferred Retirement Option Plan (DROP) on or after October 1, 2025.

3. **Ordinance 14-26 Corrections (Multiple Sections) -** This ordinance amends multiple sections of the Town Code to correct a scrivener's error that occurred during the most recent codification.

ANALYSIS

As part of the negotiation process and financial impact analysis, actuarial reviews were completed by the Police Pension Board's actuary for Items A and B. These actuarial analyses are included in the backup materials and will be forwarded to the Police Pension Board for administration following adoption by the Town Council.

STRATEGIC PRIORITY

● Safety
● Fiscal Responsibility

ATTACHMENTS

1. Ordinance 12-26 Section 15-378 Amendment
2. Ordinance 13-26 Section 15-390 Amendment
3. Ordinance 14-26 Section 15 Corrections
4. Supplemental Actuarial Report

FUNDING SOURCE

Funding is not necessary for this request.

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

ORDINANCE 12-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 15, ARTICLE IV PERTAINING TO THE POLICE OFFICERS' RETIREMENT FUND; PROVIDING FOR THE AMENDMENT OF SECTION 15-378; ENTITLED "SUPPLEMENTAL RETIREMENT BENEFITS" TO OFFSET HEALTHCARE PREMIUMS FOR ALL ACTIVE MEMBERS OF THE RETIREMENT FUND WHO RETIRE ON OR AFTER OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town maintains a retirement fund for the police officers that complies with all state and federal laws and regulations; and

WHEREAS, the Town has negotiated in good faith with the Police Benevolent Association and the parties have agreed to additional supplemental healthcare premium benefits for active members; and

WHEREAS, the Town's Finance Department has received and reviewed an actuarial impact statement related to the amendments to the benefits which are included herein; and

WHEREAS, the Town Council deems it to be in the public interest to amend the retirement fund for its eligible police officers.

NOW THEREFORE, BE IT ORDAINED THAT THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The whereas clauses are incorporated herein.

Section 2. Chapter 15, Article IV, Section 15-378 is hereby amended as follows:

> All members of the plan not in DROP shall receive, in addition to the benefits set forth in section 15-377, a $100.00 per month supplemental retirement benefit. In addition to the $100.00 per month supplemental benefit which is available for healthcare premiums, all members of the plan who retire on or after October 1, 2001 shall receive an additional supplemental retirement benefit, which shall also be available for healthcare premiums. This additional supplemental retirement benefit shall be based on service credit at retirement.

The benefit shall be $5.00 for each year of credited service, with a minimum monthly additional supplemental retirement benefit of an additional $30.00 per month and a maximum additional supplemental retirement benefit of an additional $150.00 per month. The benefits under this section shall be paid to all active members of the plan not in DROP commencing the first month of their retirement and to all deferred vested members upon their receipt of retirement benefits, and to all other retirees and survivors of the plan. Members in DROP are not eligible to receive supplemental retirement benefits until their DROP participation ends. **Beginning October 1, 2025, all active members of the plan not in DROP shall receive, in addition to the benefits set forth in section 15-377, a $250.00 per month supplemental retirement benefit. In addition to the $250.00 per month supplemental benefit which is available for healthcare premiums all members of the plan who retire on or after October 1, 2025 shall receive an additional supplemental retirement benefit, which shall also be available for healthcare premiums. This additional supplemental retirement benefit shall be based on service credit at retirement. The benefit shall be $15.00 for each year of credited service, with a minimum monthly additional supplemental retirement benefit of an additional $30.00 per month and a maximum additional supplemental retirement benefit of an additional $350.00 per month. The benefits under this section shall be paid to all active members of the plan not in DROP commencing the first month of their retirement and to all deferred vested members upon their receipt of retirement benefits, and to all other retirees and survivors of the plan. Members in DROP are not eligible to receive supplemental retirement benefits until their DROP participation ends.**

Section 3. If any section, subsection, clause, phrase, sentence or portion of this Ordinance is for any reason declared by a court of competent jurisdiction to be invalid, such decision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. It is the intention of the Town Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Jupiter, Florida, and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may be changed to “Chapter”, “Section”, “Article”, or such other appropriate word or phrase, the use of which shall accomplish the intention herein expressed.

ORDINANCE 13-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 15, ARTICLE IV PERTAINING TO THE POLICE OFFICERS' RETIREMENT FUND; PROVIDING FOR AMENDMENT OF SECTION 15-390 (1); ENTITLED "DEFERRED RETIREMENT OPTION PLAN (DROP)" PROVIDING FOR THE AMENDMENT OF THE DROP FUNDING REQUIREMENTS FOR ALL ACTIVE POLICE OFFICER MEMBERS RETIRING ON OR AFTER OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town maintains a retirement fund for the police officers of the Town that complies with all state and federal laws and regulations; and

WHEREAS, the Town has negotiated in good faith with the Police Benevolent Association pertaining to the removal of the DROP participation requirements for active police officer members; and

WHEREAS, the Town's Finance Department has received and reviewed an actuarial impact statement related to the amendments which are included herein; and

WHEREAS, the Town Council deems it to be in the public interest to amend the retirement fund for its police officers.

NOW THEREFORE, BE IT ORDAINED THAT THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

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

Section 2. Chapter 15, Article VI, Section 15-390 (1) is hereby amended as follows:

(1) During participation in the DROP, ~~employees~~ **members** shall continue to contribute to the fund at the contribution rate in effect on the date of entry into the DROP for the first four years of participation. One-third of the contribution

shall be placed in the member's DROP account and the remaining two-thirds shall remain in the plan. Commencing with the first day of the month coincident with or next following the date of entry into the DROP, the member's normal retirement benefit, calculated in accordance with the terms of the fund as if the member had retired and separated from service, shall be credited to the DROP participant's account. DROP accounts shall remain an integral part of the fund and no distribution may be made from the DROP until the member has separated from service. DROP accounts shall be credited with interest at the rate of a minimum of two percent per year or a maximum one percent below the assumed rate of return on fund assets. **Beginning October 1, 2025 members entering the DROP will not be required to continue to contribute to the fund.**

Section 3. If any section, subsection, clause, phrase, sentence or portion of this Ordinance is for any reason declared by a court of competent jurisdiction to be invalid, such decision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. It is the intention of the Town Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Jupiter, Florida, and that the sections of this ordinance may be renumbered or realtered and the word “ordinance” may be changed to “Chapter”, “Section”, “Article”, or such other appropriate word or phrase, the use of which shall accomplish the intention herein expressed.

#7567054 v1 26503-00001

ORDINANCE 14-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 15, ARTICLE IV PERTAINING TO THE POLICE OFFICERS' RETIREMENT FUND; PROVIDING FOR AMENDMENT OF SECTIONS 15-328, 15-377 AND 15-379; PROVIDING FOR CORRECTIONS OF SCRIVENERS ERRORS THAT OCCURRED DURING THE 2018 CODIFICATION OF TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town maintains a retirement fund for its police officers that complies with all state and federal laws and regulations; and

WHEREAS, the Town codified all Town codes in 2018 under ordinance 18-18 which included Article IV Police Officers Retirement Fund; and

WHEREAS, members of the Town staff determined after the codification process was completed that certain updates to the code occurred, but that these updates were not intended; and

WHEREAS, the Town Council deems it to be in the public interest to correct and amend the Police Officers Retirement Fund by repealing the unintended updates of the Town Code that occurred in 2018 under ordinance 18-18 as set forth herein.

NOW THEREFORE, BE IT ORDAINED THAT THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The whereas clauses are incorporated herein.

Section 2. Chapter 15, Article VI, Section 15-328 is hereby amended as follows:

Sec. 15-328. Definitions.

The following words and phrases, as used in this article, shall have the following meanings, unless a different meaning is plainly required by the context:

Actuarial equivalence or *actuarially equivalent* means that any benefit payable under the terms of this plan in a form other than the normal form of benefit shall have the same

actuarial present value on the date payment commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, all future payments shall be discounted for interest and mortality by using seven percent interest and the 1983 Group Annuity Mortality Table for Males, with ages set ahead five years in the cases of disability retirees. In the case of a lump sum distribution, the actuarial present value shall be determined on the basis of the same mortality rates as just described and the Pension Benefit Guaranty Corporation's interest rates for terminating single employer plans which rates are in effect:

(1) Ninety days prior to the member's date of termination, if distribution is made within six months of such date of termination; or

(2) Ninety days prior to the distribution date, if distribution is made later than six months after the member's date of termination.

~~*Average final compensation* means one-twelfth of the average annual compensation of the five best years of the last ten years of creditable service prior to retirement, termination, or death.~~ **_Average salary_ shall mean the average salary of a police officer during the last ten years of his credited service for the best three of the last ten years of his credited service.**

Board or *board of trustees* means the board of trustees of the Police Officers' Retirement Fund created in this article.

~~*Compensation* or *salary* means, for non-collectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the total cash remuneration including overtime paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party employer. Overtime may be limited before July 1, 2011, in a local law plan by the plan provisions. For non-collectively bargained service earned on or after July 1, 2011, or for service earned under collective bargaining agreements entered into on or after July 1, 2011, the term "compensation" or "salary" has the same meaning, except that when calculating retirement benefits, up to 300 hours per year in overtime compensation may be included as specified in the plan or collective bargaining agreement, but payments for accrued unused sick or annual leave may not be included.~~

~~(1) Any retirement trust fund or plan that meets the requirements of this chapter does not, solely by virtue of this subsection, reduce or diminish the monthly retirement income otherwise payable to each police officer covered by the retirement trust fund or plan.~~

~~(2) The member's compensation or salary contributed as employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the Internal Revenue Code shall be deemed to be the compensation or salary the member would receive if he were not participating in such program, and shall be treated as compensation for retirement purposes under this chapter.~~

~~(3) For any person who first becomes a member in any plan year beginning on or after January 1, 1996, compensation for that plan year may not include any~~

amounts in excess of the Internal Revenue Code, section 401(a)(17) limitation, as amended by the Omnibus Budget Reconciliation Act of 1993, which limitation of $150,000.00 shall be adjusted as required by federal law for qualified government plans and further adjusted for changes in the cost of living in the manner provided by Internal Revenue Code, section 401(a)(17)(B). For any person who first became a member before the first plan year beginning on or after January 1, 1996, the limitation on compensation may not be less than the maximum compensation amount that was allowed to be taken into account under the plan in effect on July 1, 1993, which limitation shall be adjusted for changes in the cost of living since 1989 in the manner provided by Internal Revenue Code, section 401(a)(17)(1991).

Creditable service or *credited service* means the aggregate number of years of service and fractional parts of years of service of any police officer, omitting intervening years and fractional parts of years when such police officer may not have been employed by the municipality subject to the following conditions:

(1) A police officer may not receive credit for years or fractional parts of years of service if he has withdrawn his contributions to the fund for those years or fractional parts of years of service, unless the police officer repays into the fund the amount he has withdrawn, plus interest, as determined by the board. The member has at least 90 days after his re-employment to make repayment.

(2) A police officer may voluntarily leave his contributions in the fund for five years after leaving the employ of the police department, pending the possibility of his being rehired by the same department, without losing credit for the time he has participated actively as a police officer. If he is not re-employed as a police officer with the same department within five years, his contributions shall be returned without interest.

(3) Credited service under this chapter shall be provided only for service as a police officer or for military service and may not include credit for any other type of service. A municipality, by local ordinance, may provide for the purchase of credit for military service occurring before employment as well as prior service as a police officer for some other employer, as long as the police officer is not entitled to receive a benefit for such prior service. For purposes of determining credit for prior service, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service as long as such service is recognized by the criminal justice standards and training commission within the department of law enforcement as provided in F.S. ch. 943, or the police officer provides proof to the board of trustees that such service is equivalent to the service required to meet the definition of a police officer.

(4) In determining the creditable service of a police officer, credit for up to five years of the time spent in the military service of the Armed Forces of the United States shall be added to the years of actual service if:

a. The police officer is in the active employ of the municipality before such service and leaves a position, other than a temporary position, for the

~~purpose of voluntary or involuntary service in the Armed Forces of the United States.~~

~~b. The police officer is entitled to re-employment under the Uniformed Services Employment and Re-employment Rights Act.~~

~~c. The police officer returns to his employment as a police officer of the municipality within one year after the date of his release from such active service.~~

~~*Plan year* or *limitation year* means each 12-month period ending on September 30.~~

~~*Police officer* means any person who is elected, appointed, or employed full-time by a municipality, who is certified or required to be certified as a law enforcement officer in compliance with F.S. § 943.1395, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. The term "police officer" includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as those terms are defined in F.S. § 943.10. For the purposes of this chapter only, the term also includes a public safety officer who is responsible for performing both police and fire services. Any plan may provide that the police chief shall have an option to participate in that plan.~~

~~State law reference(s)—Similar definition, F.S. § 185.02(16).~~

Credited service shall mean that period of employment with the Town as a police officer from the date of employment to the date of termination of the individual's service as a police officer, or the police officer's actual retirement date, provided however that no police officer shall receive credit for such years of service where he or she has withdrawn his or her contributions to the fund unless the police officer repays into the fund the amount he or she has withdrawn, plus interest determined by the Board. The member shall have at least 90 days after his or her re-employment to make repayment. The member may voluntarily leave his or her contributions in the fund for a period of five years after leaving the employ of the Police Department, pending the possibility of being rehired by the Town's Police Department, without losing credit for the time he or she has participated actively as a police officer. If the police officer is not re-employed as a police officer, with the Town's Police Department, within five years, his or her contributions shall be returned with139 interest in accordance with subsection 15-385 (a). Time spent in military service of the United States by a police officer will be credited in accordance with applicable state and federal laws, provided the police officer reenters the service of the Town as a police officer within 12 months after date of release from such military service. A member may purchase credited service for service in the Armed Forces of the United States, or service as a police officer for any employer prior to employment by the Town, by depositing into the retirement fund the full actuarial costs of such credited service that would have occurred

had the member been employed by the Town, for the period of credited service purchased. Such payment for said prior service may be made as a lump sum or in installments according to a schedule approved by the Board of Trustees. Installment payments shall require interest at the actuarial rate of return for the years purchased. Such purchase of credited service shall take effect once full payment is received, upon vesting. If a member terminates service prior to vesting and receives a refund of employee contributions, the amount paid for credited service shall also be refunded. For purposes of determining credit for prior service as a police officer, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service if the prior service is recognized by the Florida Department of Law Enforcement as provided under state statutes, or the police officer provides proof to the Board of Trustees that his or her service is equivalent to the service required to meet the definition of a police officer under F.S. § 185.02(5)(c).

***Plan year* or *limitation year* shall mean each 12-month period ending on September 30th.**

***Police officer* shall mean any duly appointed and enrolled police officer in the regular full-time employment of the Town.**

***Police officers' retirement fund, retirement fund* or *fund* shall mean a special fund created exclusively for the purposes provided in this article.**

***Salary,* prior to October 1, 2005, salary shall mean the base gross monetary salary for officers participating in the retirement plan. Effective October 1, 2005, "salary" shall mean total cash compensation including overtime paid for services rendered to the Town but not including any payments for extra duty or a special detail work performed on behalf of another employer. Effective October 1, 2012, the inclusion of accumulated sick leave in this definition shall not exceed 50 percent of the amount accumulated to the credit of any participant as of April 1, 2011 in accordance with the collective bargaining agreement. To the extent permitted by law, the inclusion of accumulated vacation leave in this definition shall not exceed the amount accumulated to the credit of any participant as of September 30, 2012. To the extent permitted by law, the amount of overtime included in this definition for each year on or after October 1, 2012 shall be limited to not more than 300 hours per year.**

Police officers' retirement fund, retirement fund or *fund* means a special fund created exclusively for the purposes provided in this article.

Section 3. Chapter 15, Article VI, Section 15-377 is hereby amended as follows:

Sec. 15-377. Retirement requirements.

Any police officer of the town who is participating in the police officers' retirement fund and has ten years credited service and is otherwise eligible to receive benefits thereunder, shall be eligible for normal retirement benefits. In such event, payment of retirement income will be governed by the following provisions:

(1) The normal retirement date of each police officer will be as follows, whichever comes first:

a. *Option 1.* The first day of the month coincident with or next following the date on which the officer has attained the age of 60 years.

b. *Option 2.* The first day of the month coincident with or next following the date when the total of the officer's age, computed in terms of full months, plus the officer's credited service, computed in terms of full months, equals 780 months.

c. *Option 3.* The first day of the month coincident with or next following the date on which the police officer has completed ten or more years of creditable service and attained the age of 55 years.

~~**d. *Option 4.* The first day of the month coincident with or next following the date on which the police officer has completed 25 years of credible service and attained the age of 52 years.**~~

Each participant's accrued pension benefit shall be non-forfeitable, i.e., 100 percent vested upon attainment of his normal retirement date.

(2) ~~**The amount of monthly retirement income payable to a police officer who retires on or after his normal retirement date shall be an amount equal to the number of his years of credited service multiplied by three percent of his average monthly salary, regardless of when the years of service were rendered. Average monthly salary means one-twelfth of the average annual compensation of the five best years of the last ten years of creditable service prior to retirement, termination, or death.**~~ **The amount of monthly retirement income payable to a police officer who retires on or after his normal retirement date shall be an amount equal to the number of years of credited service multiplied by three percent of the officers average monthly salary, regardless of when the years of service were rendered. Average monthly salary shall mean for the purposes of this article the average monthly salary for the last three years of the last ten years of credited service. The retirement income shall be reduced for monies received under the disability provision of this article.**

(3) The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the police officers' normal retirement date, or on the first day of the month coincident with or next following his actual retirement, if later. The last payment will be the payment due next following the police officers' death, except that in the event the police officer dies after his retirement but before he has received

retirement benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary as designated by the police officer, for the balance of such ten-year period. If no beneficiary is so designated by the police officer, the same monthly benefit will be paid to the estate of the police officer. If a police officer continues in the service of the town beyond his normal retirement date and dies prior to his actual date of retirement, monthly retirement payments will be made to a beneficiary designated by the police officer, as if the police officer had retired on the date on which his death occurred, or, if no beneficiary is designated, to the estate of the police officer.

Section 4. Chapter 15, Article VI, Section 15-379 is hereby amended as follows:

Sec. 15-379. Early retirement.

~~Early retirement under the plan is retirement from the service of the town, with the consent of the town, as of the first day of any calendar month which is prior to the police officer's normal retirement date but subsequent to the date as of which the police officer has both attained the age of 50 years and completed ten years of contributing service. In the event of early retirement, payment of retirement income will be governed as follows:~~

~~(1) The early retirement date shall be the first day of the calendar month coincident with or immediately following the date a police officer retires from the service of the town under the provisions of this section prior to his normal retirement date.~~

~~(2) The monthly amount of retirement income payable to a police officer who retires prior to his normal retirement date under the provisions of this section shall be an amount computed as described in section 15-377(2), taking into account his credited service to the date of actual retirement and his final monthly compensation as of such date, such amount of retirement income to be actuarially reduced to take into account the police officer's younger age and the earlier commencement of retirement income payments. In no event shall the early retirement reduction exceed three percent for each year by which the member's age at retirement preceded the member's normal retirement age, as provided in section 15-377(1).~~

~~(3) The retirement income payable in the event of early retirement will be payable on the first day of each month. The first payment will be made on the police officer's early retirement date and the last payment will be the payment due next preceding the retired police officer's death; except that, in the event the police officer dies before receiving retirement benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary designated by the police officer for the balance of such ten-year period, or, if no designated~~

~~beneficiary is surviving, the same monthly benefit for the balance of such ten-year period shall be payable as provided in F.S. § 185.162.~~

Early retirement is retirement as of the first day of any calendar month which is prior to the police officer's normal retirement date but of subsequent to the date as of which he has both attained the age of 50 years and completed at least ten years of credited service. In the event of early retirement, the monthly amount of retirement income shall be an amount taking into account the police officer's average monthly salary as of such date. Such amount of retirement income shall be actuarially reduced to take into account the police officer's younger age and the earlier commencement of retirement income payments shall be governed by the same provision as of section 15-271(1)(c). The actuarial equivalent, prior to October 1, 2005, shall be computed as though the normal retirement is the attainment of age 60 years. Effective October 1, 2005 the actuarial equivalent shall be computed as though the normal retirement is the attainment of age 55 years. However, in no event after October 1, 2005, shall the early retirement reduction exceed three percent for each year by which the police officer's early retirement preceded age 55.

(Code 1975, § 17-46; Ord. No. 36-06, § 2, 7-5-06)

State law reference—Similar provisions, F.S. § 185.16.

Section 5. If any section, subsection, clause, phrase, sentence or portion of this Ordinance is for any reason declared by a court of competent jurisdiction to be invalid, such decision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 7. It is the intention of the Town Council that the provisions of this ordinance shall be come and be made a part of the Code of Ordinances of Jupiter, Florida, and that the sections of this ordinance may be renumbered or relettered and the word “Ordinance” may be changed to “Chapter”, “Section”, “Article”, or such other appropriate word or phrase, the use of which shall accomplish the intention herein expressed.

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November 12, 2025

Mr. Scott Reynolds
Finance Director
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Re: Town of Jupiter Police Officers' Retirement Fund
Supplemental Actuarial Valuation Report

Dear Mr. Reynolds:

As requested, we have prepared the enclosed Supplemental Actuarial Valuation Report estimating the financial impact to revise the Supplemental Benefit under the Town of Jupiter Police Officers' Retirement Fund (the Plan). Additionally, we studied the impact of no longer requiring member contributions while participating in the Deferred Retirement Option Program (DROP). **Exhibit A** provides a high-level comparison of the plan provisions.

Proposed Change to Annual Supplemental Benefit

Current Annual Supplemental Benefit:

($100 x 12) plus the lesser of (1) and (2)

(1) the greater of ($5 x 12 x service) and ($30 x 12)

(2) $150 x 12

Proposed Annual Supplemental Benefit:

($250 x 12) plus the lesser of (1) and (2) where

(1) the greater of ($15 x 12 x service) and ($30 x 12)

(2) $350 x 12

Proposed Change to Member Contributions While Participating in the DROP

Currently, member contributions continue during the first four years of DROP participation for Tier 1 employees and for all years of DROP participation for Tier 2 members. Under the proposed changes, these member contributions would be eliminated.

Member contributions made while participating in the DROP are not included in the calculation of the Required Town Contribution, as the current actuarial assumption is that members entering the DROP will immediately exit active service. This assumption is conservative, and actuarial gains are typically realized when members remain in the DROP, since their continued contributions are deposited into the Plan.

If member contributions during DROP participation are eliminated, these actuarial gains would no longer occur. However, the elimination of these contributions would not impact the Required Town Contribution for prefunding purposes; it would only remove the additional gains currently being generated.

Ord. 13-26 DROP impact.

Summary of Findings

With regard to the changes described to the Supplemental Benefit, the enclosed exhibits show the estimated impact of the proposed Plan change as follows:

- The Present Value of Benefits (PVB) is the present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census. **Exhibit B** shows the change in PVB due to the proposed provisions.
- The Accrued Liability (AL) is the portion of the PVB attributable to the past at the valuation date. For active members the AL is the annual Normal Cost (NC) accumulated from entry to the valuation date. For retired and terminated members, the PVB and AL are equal. The Unfunded Accrued Liability (UAL) represents any excess of the AL over fund assets. The Funded Percentage is a ratio of fund assets divided by the AL. **Exhibit C** shows the change in the UAL and Funded Percentage due to the proposed provisions.
- Normal Cost (NC) is the value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal level percent of salary funding method, the NC is a constant fraction of salary from the member's entry to the assumed date of termination, retirement, disability, or death. **Exhibit D** shows the change in NC due to the proposed provisions.
- **Exhibit E** shows the change in the Minimum Required Contribution due to the proposed provisions. Note that the actual contribution payable for the fiscal year ending September 30, 2026 as shown in the October 1, 2024 actuarial valuation remains unchanged since any proposed ordinance will be adopted after October 1, 2025.

As shown in Exhibit E, the Required Town Contribution in the first year would increase by approximately $276,000, or 2.70% of covered payroll, reflecting the proposed change in the Supplemental Benefit. Ord. 13-26 Supplemental Retirement Benefits for Healthcare

As discussed, we have also measured the increase in the Required Town Contribution for the proposed change in the Supplemental Benefit if Tier 2 members had the same normal retirement eligibility as Tier 1 members. **The increase in the Required Town Contribution in the first year would be approximately $285,000, or 2.79% of covered payroll, for the proposed change in the Supplemental Benefit if the normal retirement eligibility for Tier 2 members was the same as the normal retirement eligibility for Tier 1 members.**

This report is based upon the actuarial valuation as of October 1, 2024. Other than the changes detailed above, all methods, assumptions, census data, financial information and Plan provisions are as described in that report.

For ordinance amendments adopted in the year beginning October 1, 2025, the financial impact of the proposed Plan change is not required to be recognized until the fiscal year beginning October 1, 2026. As such, the actual initial actuarial impact would be measured in the October 1, 2025 actuarial valuation (which will impact the required Town contributions for fiscal year ending September 30, 2027).

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of this assignment does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the expected returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

Risk Assessment

A quantitative risk assessment is outside the scope of this assignment. Additional assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision-making process.

Required Disclosures

This report was prepared at the request of the Town, with the authorization of the Board of Trustees, and is intended for use by the Town and those designated or approved by the Town. This report may be provided to parties other than the Town only in its entirety and only with their permission. GRS is not responsible for unauthorized use of this report.

This report is intended to describe the financial effect of the proposed plan changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them. This report should not be relied on for any purpose other than the purpose described above.

In the event that more than one change is being considered, it is very important to remember that the results of separate actuarial valuations cannot be added together to produce a correct estimate of the combined effects of all the changes. The total can differ considerably from the sum of the parts due to the interaction of the plan provisions and assumptions with each other and the impact that one change can have on the impact of another change.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of this report prior to relying on information in this report.

This report was prepared using ProVal's valuation model, a software product of Winklevoss Technologies. We are relying on the ProVal model. We performed tests of the ProVal model with this assignment and made a reasonable attempt to understand the developer's intended purpose of, general operation of, major sensitivities and dependencies within, and key strengths and limitations of the ProVal model. In our professional judgment, the ProVal valuation model has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses.

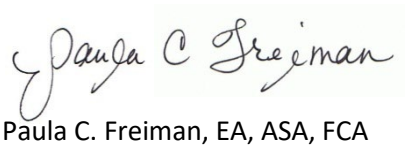
This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

The undersigned actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

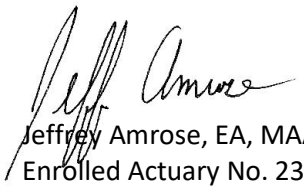
This actuarial valuation and/or cost determination was prepared and completed by us or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge, the results are complete and accurate. In our opinion, the techniques and assumptions used are reasonable, meet the requirements and intent of Part VII, Chapter 112, Florida Statutes, and are based on generally accepted actuarial principles and practices. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Paula C. Freiman, EA, ASA, FCA
Enrolled Actuary No. 23-5796
Consultant and Actuary



Jeffrey Amrose, EA, MAAA
Enrolled Actuary No. 23-6599
Consultant and Actuary

Enclosures

Supplemental Actuarial Valuation Report

Plan

Town of Jupiter Police Officers' Retirement Fund

Valuation Date

October 1, 2024

Date of Report

November 12, 2025

Report Requested by

Town of Jupiter, as authorized by the Board of Trustees of the Town of Jupiter Police Officers' Retirement Fund

Prepared by

Gabriel, Roeder, Smith & Company

Group Valued

All active and inactive members of the Plan.

Plan Changes Being Proposed

See the cover letter and Exhibit A of this Supplemental Actuarial Valuation Report.

Participants Affected

Current and future Active Members of the Plan are eligible for the Plan changes shown. No change is made for Members who have retired, entered the DROP or have terminated employment due future benefits.

Actuarial Assumptions and Methods

Same as used in the October 1, 2024 actuarial valuation report dated February 17, 2025 including the following key valuation assumptions/methods:

Investment Return	7.0%
Mortality Table	Same as the mortality tables used in the July 1, 2023 actuarial valuation of the Florida Retirement System, for Special Risk members
Cost Method	Entry Age Normal

Amortization Period for Change in Actuarial Accrued Liability Associated with Benefit Changes

20 years

Summary of Data Used in Report

Same data used in the October 1, 2024 actuarial valuation report dated February 17, 2025.

Actuarial Impact of Proposed Change

See attached pages.

Special Risks Involved with the Proposal that the Plan Has Not Been Exposed to Previously

None.

Proposed Changes from Negotiations

	(1) Current Plan Before Any Changes		(2) Proposed Changes	
	Tier 1 (Hire<3/6/12)	Tier 2 (Hire>3/6/12)	Tier 1 (Hire<3/6/12)	Tier 2 (Hire>3/6/12)
Employee Contributions:				
Regular	10.0%	10.0%	10.0%	10.0%
In DROP	10% (first 4 years)	10% (all years)	None*	None*
Average Final Compensation (AFC):	3-Year Average	5-Year Average	3-Year Average	5-Year Average
Normal Retirement Date (NRD):	65 Points or 55/10	70 Points (25 years) or 55/10	65 Points or 55/10	70 Points (25 years) or 55/10
Multiplier:	3.00%	2.75% (max 25 years)	3.00%	2.75% (max 25 years)
Normal Retirement Benefit:	3.00% x AFC x Service PLUS $100 plus lesser of $150 and greater of $30 and $5 x Service	2.75% x AFC x Service (max 25) PLUS $100 plus lesser of $150 and greater of $30 and $5 x Service	3.00% x AFC x Service PLUS $250 plus lesser of $350 and greater of $30 and $15 x Service	2.75% x AFC x Service (max 25) PLUS $250 plus lesser of $350 and greater of $30 and $15 x Service
Early Retirement Date:	50/10	50/10	50/10	50/10
Early Retirement Benefit:	3% per year reduction from 55	3% per every 2 points prior to 70 points (no ERF if > 22 years and enter DROP)	3% per year reduction from 55	3% per every 2 points prior to 70 points (no ERF if > 22 years and enter DROP)
COLA:	None	None	None	None
13th Check:	None	None	None	None
DROP Eligibility:	Eligible at NRD	70 Points (25 years) or 22 years	Eligible at NRD	70 Points (25 years) or 22 years
DROP Period:	8-years	8-years	8-years	8-years

* Please see page 2 of the letter for a discussion on eliminating employee contributions while participating in the DROP.

Present Value of Benefits

Valuation as of October 1,			(1) Valuation 2024	(2) Proposed Changes 2024
1.	**Active members**			
	a.	Retirement benefits	$58,964,283	$61,128,848
	b.	Deferred benefits	2,786,664	2,908,176
	c.	Survivor benefits	458,145	479,089
	d.	Disability retirement	2,397,342	2,475,153
	e.	Total	$64,606,434	$66,991,266
2.	**Inactive members**			
	a.	Retirement benefits	$71,551,553	$71,551,553
	b.	Terminated members	313,495	313,495
	c.	Beneficiaries	3,343,550	3,343,550
	d.	Disability retirement	6,991,392	6,991,392
	e.	Total	$82,199,990	$82,199,990
3.	**Share balances**		$1,932,296	$1,932,296
4.	**Present Value of Benefits (PVB)**		$148,738,720	$151,123,552
5.	**Change in PVB [Difference from (1)]**			$2,384,832

Unfunded Accrued Liability

Valuation as of October 1,			(1) Valuation 2024	(2) Proposed Changes 2024
1.	**Active members**			
	a.	Retirement benefits	$36,998,574	$38,460,630
	b.	Deferred benefits	607,515	646,349
	c.	Survivor benefits	140,569	146,457
	d.	Disability retirement	660,956	681,049
	e.	Total	$38,407,614	$39,934,485
2.	**Inactive members**			
	a.	Retirement benefits	$71,551,553	$71,551,553
	b.	Terminated members	313,495	313,495
	c.	Beneficiaries	3,343,550	3,343,550
	d.	Disability retirement	6,991,392	6,991,392
	e.	Total	$82,199,990	$82,199,990
3.	**Share balances**		$1,932,296	$1,932,296
4.	**Accrued Liability**		$122,539,900	$124,066,771
5.	**Actuarial Value of Assets**		$111,040,926	$111,040,926
6.	**Unfunded Accrued Liability (UAL)**		$11,498,974	$13,025,845
7.	**Change in UAL [Diff from (1)]**			$1,526,871
8.	**Funded %**		90.62%	89.50%
9.	**Change in Funded % [Diff from (1)]**			(1.12)%

Normal Cost

Valuation as of October 1,			(1) Valuation 2024	(2) Proposed Changes 2024
1.	**Preliminary Normal Cost**			
	a.	Retirement benefits	$2,575,275	$2,670,148
	b.	Deferred benefits	236,685	246,878
	c.	Survivor benefits	36,057	37,977
	d.	Disability retirement	192,482	199,871
	e.	Total	$3,040,499	$3,154,874
2.	**Total Normal Cost**			
	a.	Preliminary Normal Cost	$3,040,499	$3,154,874
	b.	Administrative expense	159,756	159,756
	c.	Total Normal Cost	$3,200,255	$3,314,630
	d.	As a Percentage of Payroll	31.00 %	32.10 %
3.	**Valuation Payroll**		$10,324,899	$10,324,899
4.	**Change in Total NC [Diff from (1)]**			
	a.	Dollar Amouint		$114,375
	b.	As a Percentage of Payroll		1.10 %

Minimum Required Contribution

		(1)	(2)
		Valuation	**Proposed Changes**
Valuation as of October 1,		**2024**	**2024**
Funding for FY Ending September 30,		**2026**	**2026**
1.	**Minimum Required Contribution**		
a.	Total Normal Cost	$3,200,255	$3,314,630
b.	UAL amortization	1,201,073	1,335,770
c.	Interest to next fiscal year	308,093	325,528
d.	Interest for periodic payment	186,223	195,551
e.	Total	$4,895,644	$5,171,479
2.	**Minimum Required Contribution (MRC) By Source and as a Percent of Payroll**		
a.	Net Amount Payable by Town	$3,263,252	$3,539,087
b.	Expected Employee Contributions	1,021,147	1,021,147
c.	Recognized State Contribution	611,245	611,245
d.	Total Required Contribution	$4,895,644	$5,171,479
e.	Net Amount Payable by Town	31.95%	34.65%
f.	Expected Employee Contributions	10.00%	10.00%
g.	Recognized State Contribution	5.99%	5.99%
h.	Total Required Contribution	47.94%	50.64%
3.	**Valuation Payroll**		
a.	Year Beginning on Valuation Date	$10,324,899	$10,324,899
b.	Year Ending in Funding Year	10,211,468	10,211,468
4.	**Change in MRC [Difference from (1)]***		
	Net Amount Payable by Town		$275,835
	Percent of Pay		2.70 %

* The increase in the Required Town Contribution would be approximately $285,000, or 2.79% of covered payroll, for the proposed change in the Supplemental Benefit if the normal retirement eligibility for Tier 2 members was the same as the normal retirement eligibility for Tier 1 members.

TOWN OF JUPITER
Planet Kids Annexation, Future Land Use and Zoning Map Amendments

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Planet Kids** – Applications for two parcels totaling 1.4+/- acres located at 6910 174th Street N and the southwest corner of 174th Street N and 68th Terrace N, to request the following: A. **Ordinance 17-26, First Reading**, Voluntary Annexation; B. **Ordinance, 18-26, First Reading**, Small-scale Future Land Use Map (FLUM) amendment to Town of Jupiter (TOJ) High Density Residential (6 units per acre); and C. **Ordinance 19-26, First Reading**, Zoning Map amendment to TOJ Residential, Limited Multifamily District (R-3).

EXECUTIVE SUMMARY
Consideration of applications to annex the subject property into the Town of Jupiter, assign Town Future Land Use Map (FLUM) and zoning designations to a 1.4± acre property located on 174th Street North, located south of Indiantown Road and west of 68th Terrace North.

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

ANALYSIS
The subject applications are **consistent** with the goals, objectives, and policies of the Town's Comprehensive Plan, Annexation Study, and Land Development Regulations. The subject property is located within the Town's future annexation area, is contiguous to the Town's municipal boundary, and is reasonably compact. The proposed map amendments are consistent with the Comprehensive Plan. The applicant has submitted special exception and site plan applications for a daycare which is currently under review by Town staff, prior to be scheduled for public hearings.

PLANNING AND ZONING RECOMMENDATION:
At their January 13 meeting, the Planning and Zoning Commission voted to:

- Unanimously (6-0) recommend **approval** of the voluntary annexation;
- Unanimously (6-0) recommend **approval** of the Future Land Use Map amendment, acting as the Local Planning Agency; and,
- Unanimously (6-0) recommend **approval** of the Zoning Map amendment, acting as the Local Planning Agency.

STRATEGIC PRIORITY

● Manage Growth

ATTACHMENTS

1. Ordinance 17-26 Annexation
2. Ordinance 18-26 FLUM
3. Ordinance 19-26 Rezoning
4. Staff Report and Attachments
5. Applicant Presentation

FUNDING SOURCE

Funding is not necessary for these requests.

For more information or to request attachments, please contact Jenna Johnston at jennaj@jupiter.fl.us or 561-741-2589.

ORDINANCE NO. 17-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 1.4 +/- ACRE PARCEL OF UNINCORPORATED LAND WHICH IS LOCATED ON 174TH STREET NORTH AND WHICH IS CONTIGUOUS TO THE BOUNDARIES OF THE TOWN OF JUPITER; PROVIDING FOR A REVISION OF THE TOWN'S BOUNDARIES TO INCLUDE THE PARCEL ANNEXED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PK Properties II, Inc. is the owner (the "Owner") of 1.4+/- acres of land (the "subject property"), the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is contiguous to the boundaries of the Town of Jupiter ("Town"); and,

WHEREAS, the subject property is located on 174th Street North, which is south of Indiantown Road and west of 68th Terrace North as shown on **Exhibit "B**", which is attached hereto and incorporated herein; and,

WHEREAS, the Owner has petitioned the Town to voluntarily annex the subject property into the Town; and,

WHEREAS, the Town's Planning and Zoning Commission has considered the Owner's petition for voluntary annexation and has recommended its approval to the Town Council.

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

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

Section 2. The Town Council finds that the subject property is contiguous to the Town's boundaries, is reasonably compact, urban in character and is in the path of the Town's continuing urbanization and development.

Section 3. The petition for the voluntary annexation of the subject property bears the signature of the legal owner of the subject property.

Section 4. This ordinance is adopted for the purpose of the extension of the territorial limits of the Town consistent with the provisions of Section 171.044, Florida Statutes. By the adoption of this ordinance, Town Council hereby annexes the subject property into the Town. The Town's boundaries are hereby redefined to include the subject property.

Section 5. Article II of the Charter of the Town, which contains the legal description of the Town's incorporated municipal boundaries is hereby revised to include the subject property. A certified copy of this ordinance shall be filed as a revision of the Town Charter with the State of Florida Department of Commerce within 30 days from the date of effective date of the ordinance as required by Section 171.044 (3) and 171.091, Florida Statutes.

Section 6. Upon the effective date of this annexation into the Town, the subject property shall be subject to all laws, ordinances and regulations in force in

the Town and shall be entitled to the same privileges and benefits as any other property in the Town.

Section 7. The Town Clerk is hereby directed to file a certified copy of this ordinance with the Clerk of the Circuit Court of Palm Beach County, the Palm Beach County Board of County Commissioners, and the Florida Department of State.

Section 8. Effective date. This ordinance shall take effect immediately upon its execution.

Attachments: **Exhibit "A" – Legal Description**
Exhibit "B" – Location Map

#7575555 v1 26503-00001

Exhibit "A"

LEGAL DESCRIPTION:

THE EAST 200 FEET OF THE SOUTH 163.38 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA A/K/A PARCEL NO.6, LESS THE NORTH 10 FEET OF BAKER PARK NO. 2, AN UNRECORDED SUBDIVISION.

TOGETHER WITH:

THE WESTERLY 180.84 FEET OF THE SOUTHERLY 163.39 FEET OF THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 IN THE SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

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Map Document: "F:\Projects Active\24-1032 Planet Kids VIII\Maps and Graphics\ArcMap_Projects\ArcGIS Pro Base_Planet Kids" [07/25/2025] ESS

Aerial Location Map

Planet Kids

Jupiter, FL

Cotleur & Hearing
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561.747.6336 · 561.747.1377

ORDINANCE NO. 18-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE 57-89 WHICH ADOPTED THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP TO ASSIGN A FUTURE LAND USE DESIGNATION OF HIGH DENSITY RESIDENTIAL TO APPROXIMATELY 1.4+/- ACRES OF PROPERTY LOCATED ON 174TH STREET NORTH, SOUTH OF INDIANTOWN ROAD AND WEST OF 68TH TERRACE NORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town), has adopted a Comprehensive Plan in accordance with the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"); and,

WHEREAS, the Florida Department of Commerce's predecessor agency, the Department of Community Affairs, determined that the Town's Comprehensive Plan was "in compliance" with the provisions of the Act; and,

WHEREAS, PK Properties II, Inc. is the owner (the "Owner") of 1.4+/- acres of land (the "subject property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is located on 174th Street North, which is south of Indiantown Road and west of 68th Terrace North on 174th Street North as shown on **Exhibit "B"**; and,

WHEREAS, the Owner has petitioned the Town to annex the subject property into the Town; and,

WHEREAS, the future land use designation assigned to the subject property by Palm Beach County is "Medium Residential, 5 units per acre" (MR-5); and,

WHEREAS, the Owner has requested that, concurrent with the annexation of the subject property, the Town assign the future land use designation of "High Density Residential" to the subject property; and,

WHEREAS, the Town's Local Planning Agency (the "LPA") has conducted a public hearing as required by Section 163.3174(4)(a), Fla. Stat. to consider the proposed amendment to the Future Land Use Map; and,

WHEREAS, the LPA has recommended to the Town Council that it assign a future land use of "High Density Residential"; and,

WHEREAS, notice of a public hearing was published and a public hearing was conducted in accordance with Section 163.3187, Fla. Stat.

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

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town Council.

Section 2. The Town Council has determined that it is appropriate to amend Ordinance No. 57-89 which adopted the "Comprehensive Plan of the Town of Jupiter" to assign a future land use designation of "High Density Residential" to the subject property. This designation is as shown in the attached **Figure "1**", which is incorporated herein.

Section 3. The effective date of this ordinance amending the Town's Comprehensive Plan shall be 31 days after the adoption of this ordinance by the Town Council, unless it is challenged by an affected party. If challenged, the

ordinance amending the comprehensive plan shall not become effective until either the state land planning agency or the Administrative Commission issues a Final Order determining that the plan amendment is in compliance with the Act pursuant to Section 163.3187(3)(c), Fla. Stat.

Attachments: Exhibit "A" - Legal description of the subject property
Exhibit "B" - Location Map
Figure "1" - New Future Land Use Map

#7518754 v1 26503-00001

Exhibit "A"

LEGAL DESCRIPTION:

THE EAST 200 FEET OF THE SOUTH 163.38 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA A/K/A PARCEL NO.6, LESS THE NORTH 10 FEET OF BAKER PARK NO. 2, AN UNRECORDED SUBDIVISION.

TOGETHER WITH:

THE WESTERLY 180.84 FEET OF THE SOUTHERLY 163.39 FEET OF THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 IN THE SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

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Map Document: "F:\Projects Active\24-1032 Planet Kids VIII\Maps and Graphics\ArcMap_Projects\ArcGIS Pro Base_Planet Kids" [07/25/2025] ESS

Aerial Location Map

Planet Kids

Jupiter, FL

Cotleur & Hearing
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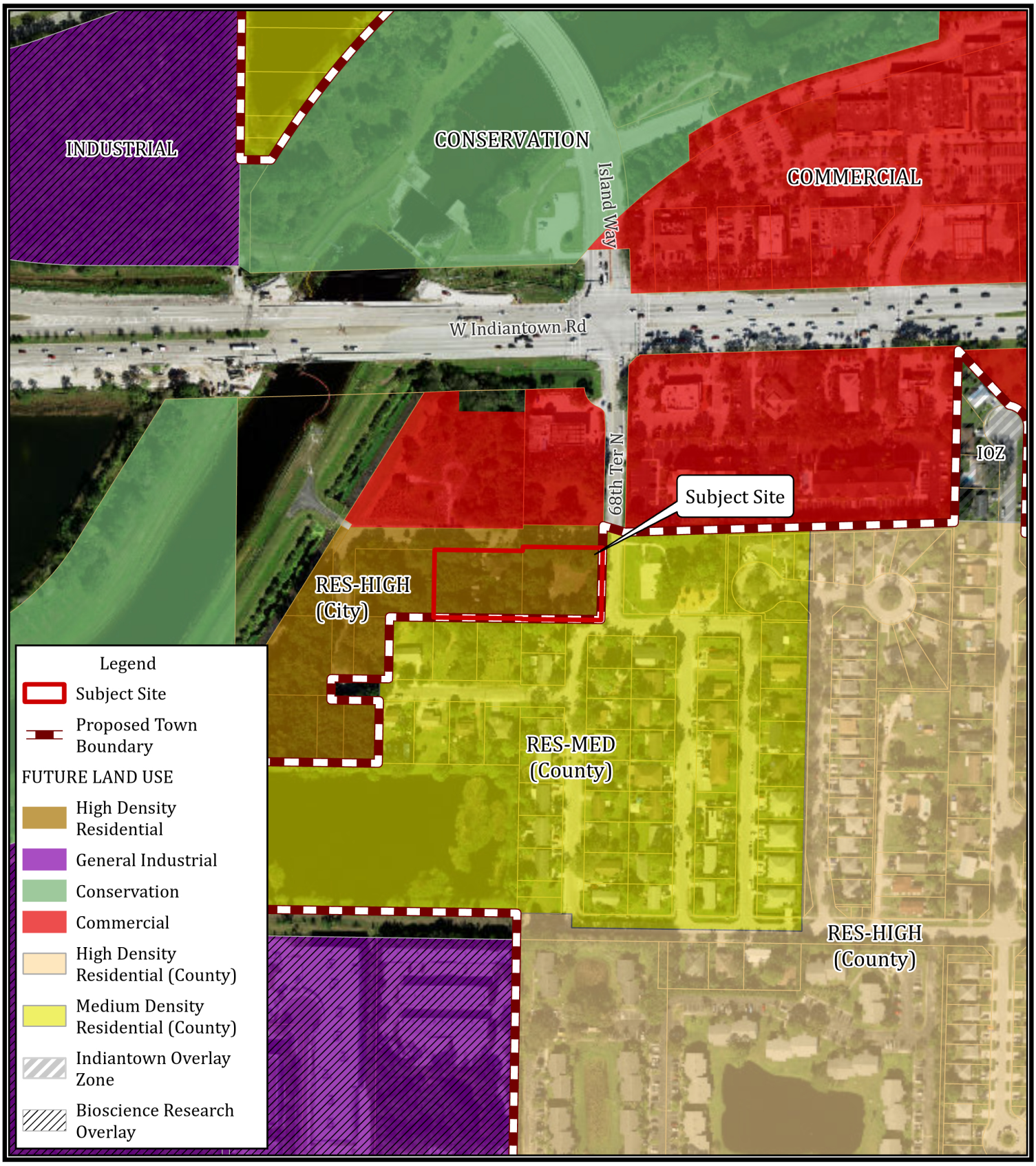

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Proposed FLU Map

Planet Kids

Jupiter, FL

Cotleur & Hearing
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ORDINANCE NO. 19-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 27-473 OF THE TOWN CODE TO ASSIGN THE RESIDENTIAL LIMITED MULTIFAMILY ZONNG DITRICT TO 1.4+/- ACRES OF PROPERTY LOCATED ON 174TH STREET NORTH, SOUTH OF INDIANTOWN ROAD AND WEST OF 68TH TERRACE NORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PK Properties II, Inc. is the owner (the "Owner") of 1.4± acres of land (the "subject property"), the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is located on 174th Street North, which is south of Indiantown Road and west of 68th Terrace North as shown on **Exhibit "B"**, which is attached hereto and incorporated herein; and,

WHEREAS, the Owner has petitioned the Town to annex the subject property into the Town; and,

WHEREAS, the future land use designation assigned by Palm Beach County to the subject property is "High Density Residential"; and,

WHEREAS, the Town's Planning and Zoning Commission have recommended that the zoning district of "Residential, Limited Multifamily" be assigned to the subject property; and,

WHEREAS, the Town Council hereby assigns the zoning district of "Residential, Limited Multifamily" to the subject property which is consistent with and implements the future land use designation assigned to the subject property pursuant to the Town's Comprehensive Plan; and,

WHEREAS, the Town Council hereby finds that the assignment of the Residential, Limited Multifamily zoning district to the subject property is consistent with the future land use designation of High Density Residential assigned to the subject property in the Town's Comprehensive Plan.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The Town Council hereby assigns the Residential, Limited Multifamily Zoning District to the subject property, which is as legally described in the attached **Exhibit "A"** which is incorporated herein. The assignment of the Residential, Limited Multifamily Zoning District to the subject property is shown on **Figure "1"**, a copy of which is attached hereto and incorporated herein.

Section 3. Codification. The Town's Official Zoning Map is hereby amended to reflect the assignment of the Residential, Limited Multifamily Zoning District to the subject property.

Section 4. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be

unconstitutional, inoperative, or void, such holding shall not affect the remainder of this ordinance.

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

Section 6. Effective date. This ordinance shall take effect immediately upon its execution.

Attachments: **Exhibit "A" – Legal Description**
Exhibit "B" – Location Map
Figure "1" – New Zoning Map

#7575569 v1 26503-00001

Exhibit "A"

LEGAL DESCRIPTION:

THE EAST 200 FEET OF THE SOUTH 163.38 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA A/K/A PARCEL NO.6, LESS THE NORTH 10 FEET OF BAKER PARK NO. 2, AN UNRECORDED SUBDIVISION.

TOGETHER WITH:

THE WESTERLY 180.84 FEET OF THE SOUTHERLY 163.39 FEET OF THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 IN THE SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

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Aerial Location Map

Planet Kids

Jupiter, FL

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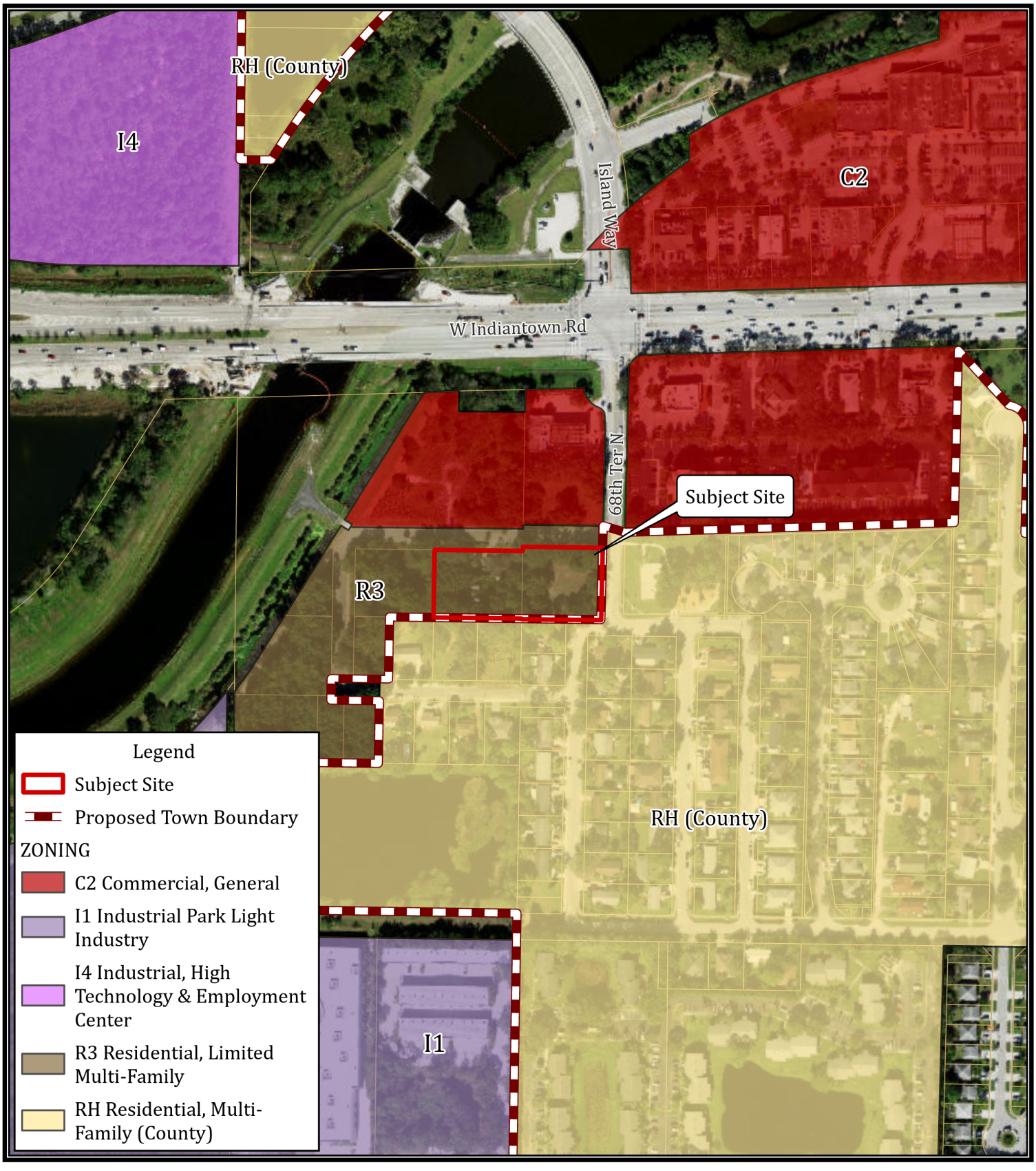

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Proposed Zoning Map

Planet Kids

Jupiter, FL

Map Document: "F:\Projects Active\24-1032 Planet Kids VIII\Maps and Graphics\ArcMap_Projects\ArcGIS Pro Base_Planet Kids" [08/18/2025] ESS

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Planet Kids Annexation, Future Land Use and Zoning Map Amendments
TOWN MANAGER'S OFFICE

DATE: February 17, 2026

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning

SUBJECT: **Planet Kids** – Applications for two parcels totaling 1.4+/- acres located at 6910 174th Street N and the southwest corner of 174th Street N and 68th Terrace N, for a:

A. **Ordinance 17-26, First Reading,** Voluntary Annexation;
B. **Ordinance, 18-26, First Reading,** Small-scale Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Medium Residential, 5 units per acre (MR-5) to Town of Jupiter (TOJ) High Density Residential (6 units per acre); and
C. **Ordinance 19-26, First Reading,** Zoning Map amendment from PBC Residential High (RH) to TOJ Residential, Limited Multifamily District (R-3).

Ordinances #17-26, 18-26, and 19-26	P&Z Commission:	1/13/26	
PZ 25-6511, 6512, 6513	Town Council:	2/17/26	1st Reading
J. Johnston	Town Council:	3/17/26	2nd Reading

Project Information

Owner:	PK Properties II Inc.
Applicant:	Zach Ciciera, Cotleur & Hearing
Location:	6910 174th Street N and the corner of 174th Street N and 68th Terrace N (see Attachment A - Location Map)
Acreage:	1.4±
PCN Number:	00424103020060000 and 00424103000007530
Existing FLUM designation:	Palm Beach County (PBC) Medium Residential, 5 units per acre (MR-5)
Proposed FLUM designation:	Town of Jupiter (TOJ) High Density Residential
Existing use of property:	Single-Family and Vacant
Existing Zoning:	PBC Residential High (RH)
Proposed Zoning:	TOJ Residential, Limited Multifamily District (R-3)

Planning and Zoning Commission/Local Planning Agency Action

At their January 13 meeting, the Planning and Zoning Commission voted to:

- Unanimously (6-0) recommend **approval** of the voluntary annexation;
- Unanimously (6-0) recommend **approval** of the Future Land Use Map amendment (acting as the Local Planning Agency); and,
- Unanimously (6-0) recommend **approval** of the Zoning Map amendment (acting as the Local Planning Agency).

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed voluntary annexation and amendments to the Future Land Use Map and Zoning Map are **consistent** with the goals, objectives, and policies of the Town of Jupiter's Comprehensive Plan and Zoning Code.

Background

Table 1. Surrounding land uses and designations

Location Map – Attachment A		
Location	*Existing Land Uses*	*Future Land Use Designations/ Zoning Districts*
North	Commercial (Shell gas station) and Vacant	Commercial / Central Boulevard District of the Indiantown Road Overlay Zoning District, with underlying Commercial, General (C-2)
South	Single family homes; Vacant (Unincorporated)	PBC Medium Residential, 5 units per acre (MR-5) / PBC Residential High (RH)
East	Kennedy Estates Park (Unincorporated)	PBC Medium Residential, 5 units per acre (MR-5) / PBC Residential High (RH)
West	Vacant (future Island Way South Drainage per TOJ plans)	High Density Residential / Residential, Limited Multi-Family (R-3)

For a comprehensive view of the above designations that surround the subject property refer to Attachment B for the Existing Future Land Use Map and Existing Zoning Map, and the Proposed Future Land Use Map and Proposed Zoning Map.

Photo 1.

Existing Conditions: The applicant has submitted a voluntary annexation application concurrent with the FLUM and Zoning Map amendment applications for the subject property. The subject property is a 1.4± acre site made up of two parcels. The western parcel is located at 6910 174th Street N and is currently developed with a single-family home. The eastern parcel is located at the corner of 174th Street N and 68th Terrace N and is vacant. The proposed annexation area is contiguous with the existing municipal limits of the Town to the north and west. The annexation of this property is consistent with the Town's Annexation Study, which states the area is within the future annexation area of the Town.

The subject property is located along the planned collector roadway extension of Island Way. The southern extension of Island Way is identified as an urban collector road on Future Functional Circulation Map (Transportation Element Figure 8) in the Town's Comprehensive Plan. To provide better connectivity and relieve traffic at the intersection of Central Boulevard and Indiantown Road, the southern extension of Island Way was identified by the Town Council as a consensus mitigation strategy in the Town's Jupiter Area Study (JAS) for the Indiantown Road corridor. It is also a strategic priority and funds have been allocated in the Community Investment Program (CIP). Currently, the Town does not have all of the right-of-way necessary to construct the roadway. The concurrent Site Plan and Special Exception applications are among several recent applications submitted by owners who control most of the right-of-way needed to facilitate development of South Island Way. The Applicant has committed (Attachment C, page 2) to dedicating the necessary right-of-way they own as part of the subject property to the Town as part of the concurrent development application.

Reason for the Request: The Applicant has requested the annexation, land use change and rezoning (see Justification Statement - Attachment C) concurrent with Site Plan and Special Exception applications for a daycare facility (Attachment C, page 1). Based on the High Density Residential land use and Residential, Limited Multifamily zoning district, daycares are a compatible use and may be permitted as a special exception use. Special exceptions are subject to review by the Planning and Zoning Commission and approval by the Town Council.

Analysis.

1. Voluntary Annexation Request

The following section lists the applicable State, County, and Town regulations and analyzes the consistency of the subject annexation request with these regulations.

State Statutes Consistency: Section 171.044(1), Florida Statutes (F.S.), states that:

> *"The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed into the municipality."*

In addition, Section 171.044, F.S. prohibits the annexation of a parcel which would create an enclave. The subject property is contiguous to the Town boundary (Attachment A) and the annexation will reduce the size of an existing enclave.

Intergovernmental Coordination: Staff has notified the Palm Beach County Planning Division of the application for annexation. As of the date of this report, staff has not received any comments from the County. Staff has also notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendment. As of the date of this report, staff has not received any comments from any adjacent local governments.

Comprehensive Plan Consistency: The proposed annexation is in conformance with the Future Land Use Element of the Town's Comprehensive Plan. The Town's Future Annexation Study criteria and priorities contained in Objective 1.6 of the Future Land Use Element are discussed in Attachment F.

Traffic impacts: There are no traffic impacts associated with annexing property into the Town.
Environmental impacts: The Town's Natural Resources staff did not have any concerns regarding the proposed annexation of the subject parcels. Any future development on the property will be required to comply with the Comprehensive Plan and Town Code.

***Infrastructure Impact Analysis*:** All public facilities are available to the property without adversely impacting the Town's established levels of service (LOS) standards as required by the Comprehensive Plan; specifically, Policy 1.4.4 of the Infrastructure Element. The results of this analysis are contained in Infrastructure Impact Analysis section of the Annexation Criteria (Attachment E). It is important to note, the owner will be required to meet any and all connection requirements and associated costs for water and sewer service. Currently, the eastern lot does not have water service and the western lot has three-quarter inch water service line. At time of site plan review and approval, an allocation of capacity letter will need to be obtained, and the owner will need to enter into a water service agreement.

2. Future Land Use Map Amendments

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of future land use amendments. The proposed amendments are evaluated within the context of each of the four criteria 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 proposed future land use amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan, as shown in 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 Future Land Use designation is consistent with the surrounding properties and will continue the established land use pattern in the area. The land uses to the south and east are designated Palm Beach County Medium Residential, 5 units per acre (MR-5) and developed with single family homes and a park to east. The properties to the west are designated Town of Jupiter High Density Residential and are currently vacant. The properties to the north are designated Commercial with one property developed with a gas station and the other properties are vacant. In addition, the subject parcels are located in close proximity to the intersection of Indiantown Road and Island Way and are near a major shopping area. The proposed High Density Residential designation of the subject property provides a transition in intensity from the commercial uses to the north to provide a buffer for the lower density residential of the south.

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 Future Land Use designation for the subject property will not create an isolated land use, as the properties to the west are also designated High Density Residential. In addition, the County MR-5 land use designation allows a maximum of five

dwelling units per acre. The most consistent Town land use designation is High Density Residential which allows four to six units per acre. Currently, the subject property is in an unincorporated enclave. Therefore, the annexation, Future Land Use amendment, and rezoning will reduce an existing enclave and provide consistent land use and zoning related to the adjacent and nearby designations and districts.

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 land use change is necessary because the applicant is seeking to voluntarily annex into the Town. Chapter 163 of the Florida Statutes requires annexed land to be assigned a municipal Future Land Use Designation and Zoning district. The annexation will reduce an isolated unincorporated county pocket.

Population impacts. The proposed land use change will have minimal residential density impacts to the Town. The subject property is 1.4 ± acres in size and will not support many residential units under either the Town or County land use designations. The County designation allows up to five units per acre, resulting in a maximum of seven units; while the Town High Density Residential land use allows up to six units per acre, resulting in a maximum of eight units. Based on the census average persons per household of 2.5, if residential is developed at six units per acre, this would result in an approximate population increase of 20 residents which will have a minimal impact on the Town's population.

Traffic impacts. The traffic impacts for the proposed future land use designation change were evaluated by comparing the current uses by right to the proposed designation, as well as comparing the current uses by right to the concurrently proposed special exception day care use. The existing MR-5 land use designation allows a maximum density of five dwelling units per acre. Using 1.4 acres, this would allow up to seven units. The proposed High Density Residential land use designation allows a maximum density of six dwelling units per acre. At 1.4 acres, this would allow up to eight dwelling units. The proposed land use designation allows "other compatible uses", including daycare, which per the proposed zoning is a special exception use, requiring Town Council review and approval.

According to the Trip Generation tables contained in the applicant's traffic analysis (Attachment G, p. 6), when evaluating the most intense by right use of six units per acre, the proposed FLUM amendment on the subject property would result in a slight increase of **10** Average Daily Traffic (ADT) trips, **1** AM peak hour trips, and **1** PM peak hour trips over the existing land use. In contrast, when analyzing the trip generation for the proposed special exception daycare use, the proposed FLUM amendment could result in a significant increase of **1,362** ADT trips, **268** AM peak hours trips, and **270** PM peak hours trips.

It is important to note that the existing PBC zoning also allows a daycare use as a conditional use (similar to TOJ special exception use) requiring Board of County Commission approval. Any special exception use is required to be reviewed through a separate quasi-judicial public hearing process. At that time, the applicant would be required to satisfy the Town's special exception criteria and demonstrate that the proposed use will not have a detrimental impact on traffic, or that any adverse impact can be mitigated to meet the acceptable level of service requirements.

Table 1. Traffic

Type	Dwelling Units/ Number of Students	Avg. Daily Trips	AM Peak Hour	PM Peak Hour
Existing	7 du	70	5	7
Maximum per proposed land use	8 du	80	6	8
Proposed through future special exception	350 students	1,432	273	277

The Town's Traffic Engineer has reviewed the applicant's traffic analysis and does not have any concerns.

Environmental impacts. The proposed future land use map amendment of High Density Residential will have minimal impact on the site. The Town's Natural Resources staff has reviewed the proposed FLUM amendment and does not have any concerns regarding environmental impacts. As noted previously, any future development on the property will be required to comply with the Comprehensive Plan and Town Code.

3. 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: See "Future Land Use Map Amendment" section above for discussion on consistency with the Comprehensive Plan. The proposed zoning district of Residential, Limited Multifamily is consistent with the Future Land Use designation of High Density Residential.

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 surrounding properties and will continue the established land use pattern in the area. As noted previously, the subject property is surrounded by vacant properties to the west, residential to the south and east, and commercial to the north. The current PBC zoning district of Residential High (RH) is consistent with the designation of the unincorporated parcels to the south and east and allows daycare as a conditional use (similar to TOJ special exception use) requiring Board of County Commission approval. The proposed zoning district of Residential, Limited Multifamily (R-3) is consistent with the Town of Jupiter parcels to the west and allows daycare as a special exception use requiring Town Council approval. The zoning districts to the north are designated Town of Jupiter Commercial, General (C-2). As stated previously, the proposed designation provides a transition of high density residential from the commercial uses of the north, to the existing single family residential of the south.

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 for the subject property will not create an isolated zoning designation, as the properties to the west are also designated Residential, Limited Multifamily. Therefore, the annexation, Future Land Use amendment, and rezoning will reduce an existing enclave and provide consistent land use and zoning related to the adjacent and nearby designations and districts.

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 map amendment is necessary because the applicant is seeking to voluntarily annex into the Town. Chapter 163 of the Florida Statutes requires annexed land to be assigned a municipal future land use designation and zoning district.

The data and analysis supporting the FLUM amendment will be included in the transmittal package sent to the Florida Department of Commerce after the adoption of the amendments in accordance with F.S. 163.3187.

Findings.

1. The western subject property is currently developed with a single-family home and the eastern subject property is undeveloped.
2. The subject property is in an unincorporated enclave and is contiguous to the Town of Jupiter's Municipal boundaries.
3. Annexation of the subject property will not result in the creation of an enclave. It will reduce an existing enclave.
4. The property is within the Town's annexation area considered to be desirable for annexation, as noted in the Town's Future Annexation Study.
5. The subject property is currently assigned the PBC MR-5 future land use designation and PBC RH zoning district. Once annexed, the subject property must be assigned with the appropriate Town future land use and zoning district designation.
6. The proposed future land use designation of TOJ Residential High is consistent with the goals, objectives, and policies of the Comprehensive Plan.
7. The proposed zoning district of TOJ Residential, Limited Multifamily District is consistent with the proposed future land use designation.

Conclusions.

Staff has reviewed the requested Voluntary Annexation, FLUM, and Zoning Map amendments on the subject property totaling 1.4 acres. Based on existing and future potential uses, staff finds them to be consistent with the Comprehensive Plan and Land Development Regulations for the following reasons:

1. The annexation of this property is consistent with Town's Annexation Study and complies with Florida Statute 171.044(1) by not creating an enclave.
2. The proposed annexation, future land use and zoning map amendment applications are consistent with the Comprehensive Plan's goals, objectives and policies.

Attachments:

Attachment A – Location Map
Attachment B – Map Set

Attachment C – Annexation Justification Statement
Attachment D – FLUM and Rezoning Justification Statement
Attachment E – Annexation Criteria
Attachment F – Comprehensive Plan Objectives and Policies
Attachment G – FLU Traffic Statement

Contact Jenna Johnston at 561-741-2589 or email at jennaj@jupiter.fl.us for attachments.

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1 inch equals 200 feet

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Map Document: "F:\Projects Active\24-1032 Planet Kids VIII\Maps and Graphics\ArcMap_Projects\ArcGIS Pro Base_Planet Kids" [07/25/2025] ESS

Aerial Location Map

Planet Kids

Jupiter, FL

Cotleur & Hearing
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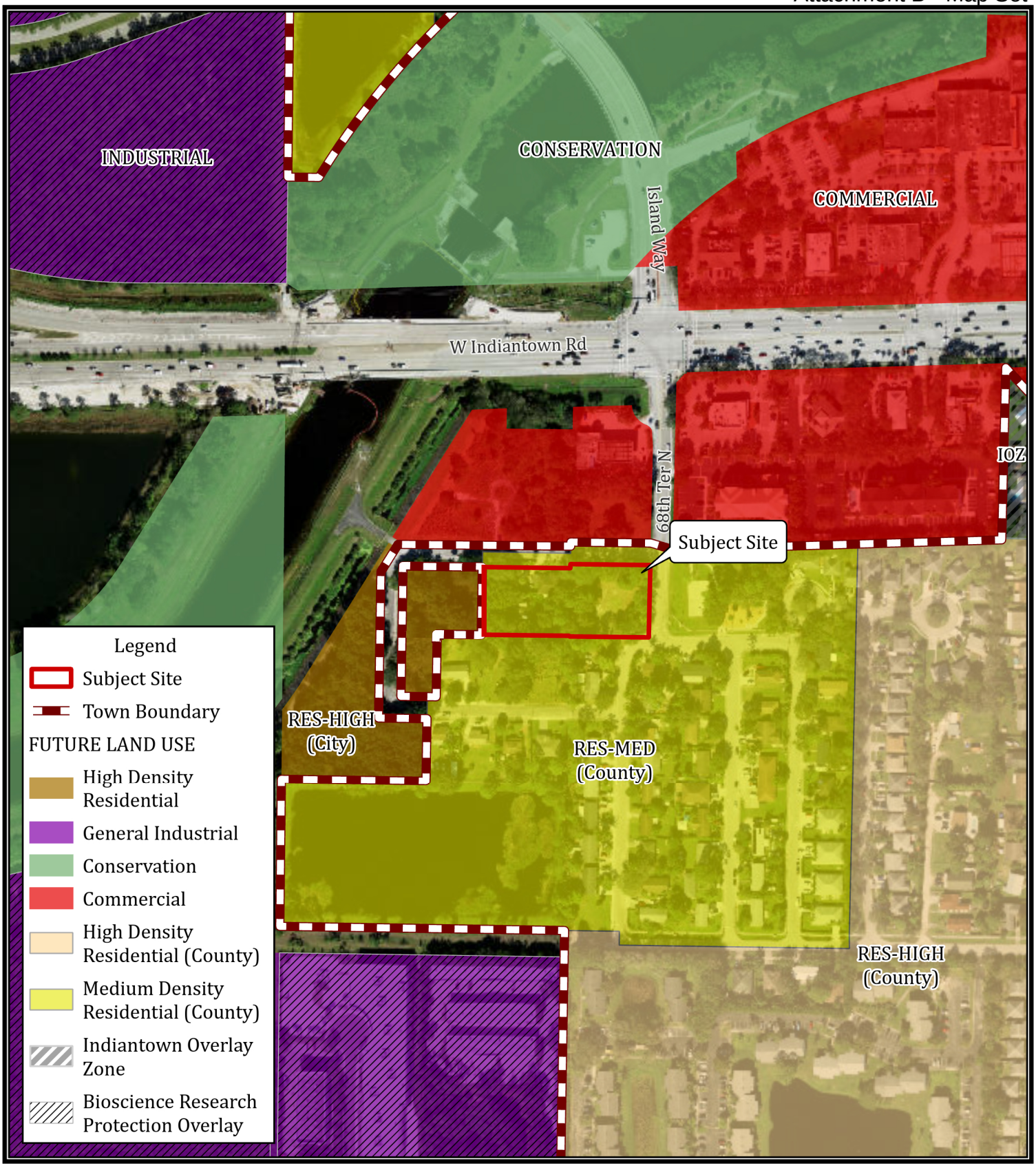
561.747.6336 · 561.747.1377



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Current FLU Map

Planet Kids

Jupiter, FL

Cotleur & Hearing
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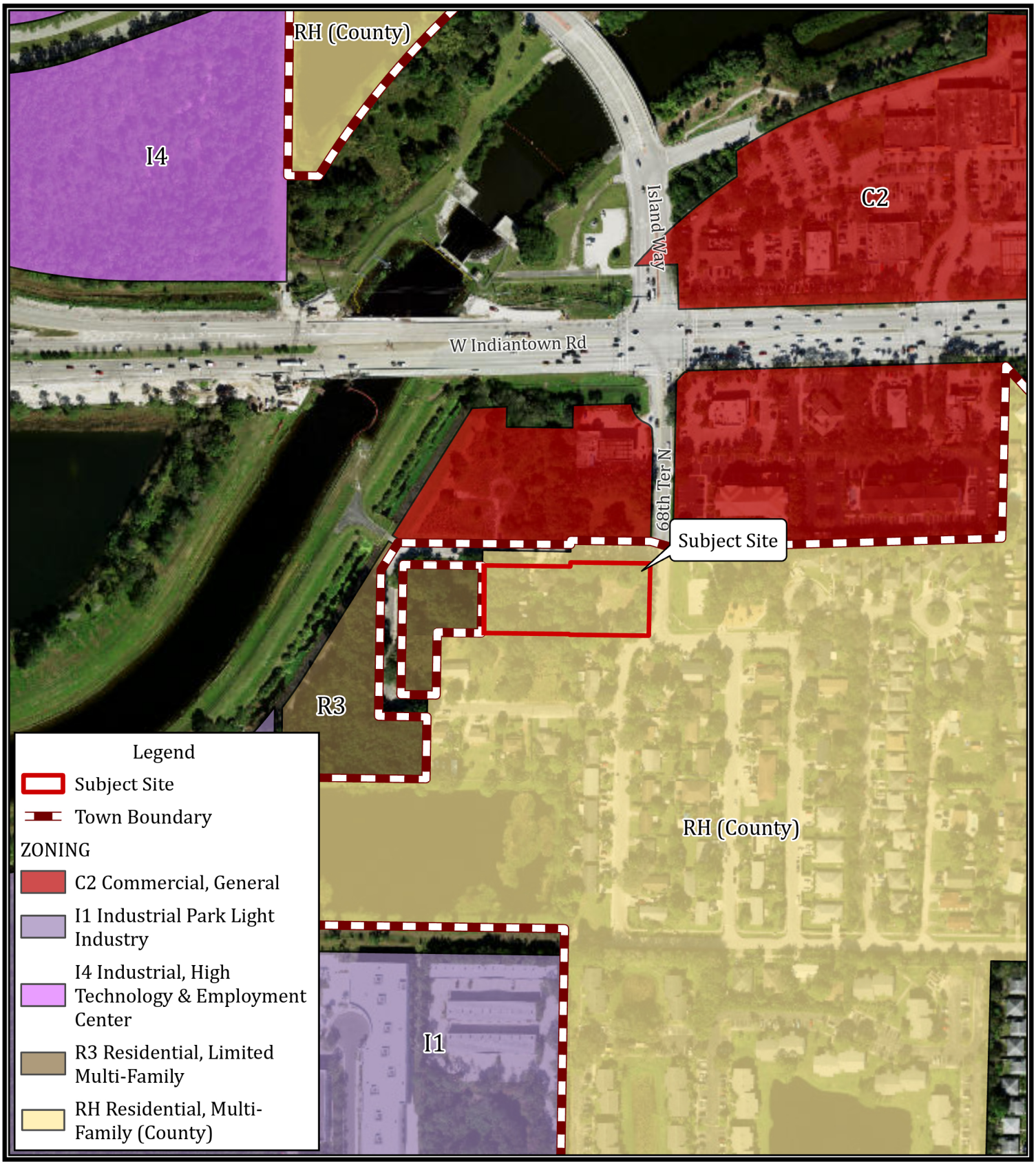

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Current Zoning Map

Planet Kids

Jupiter, FL

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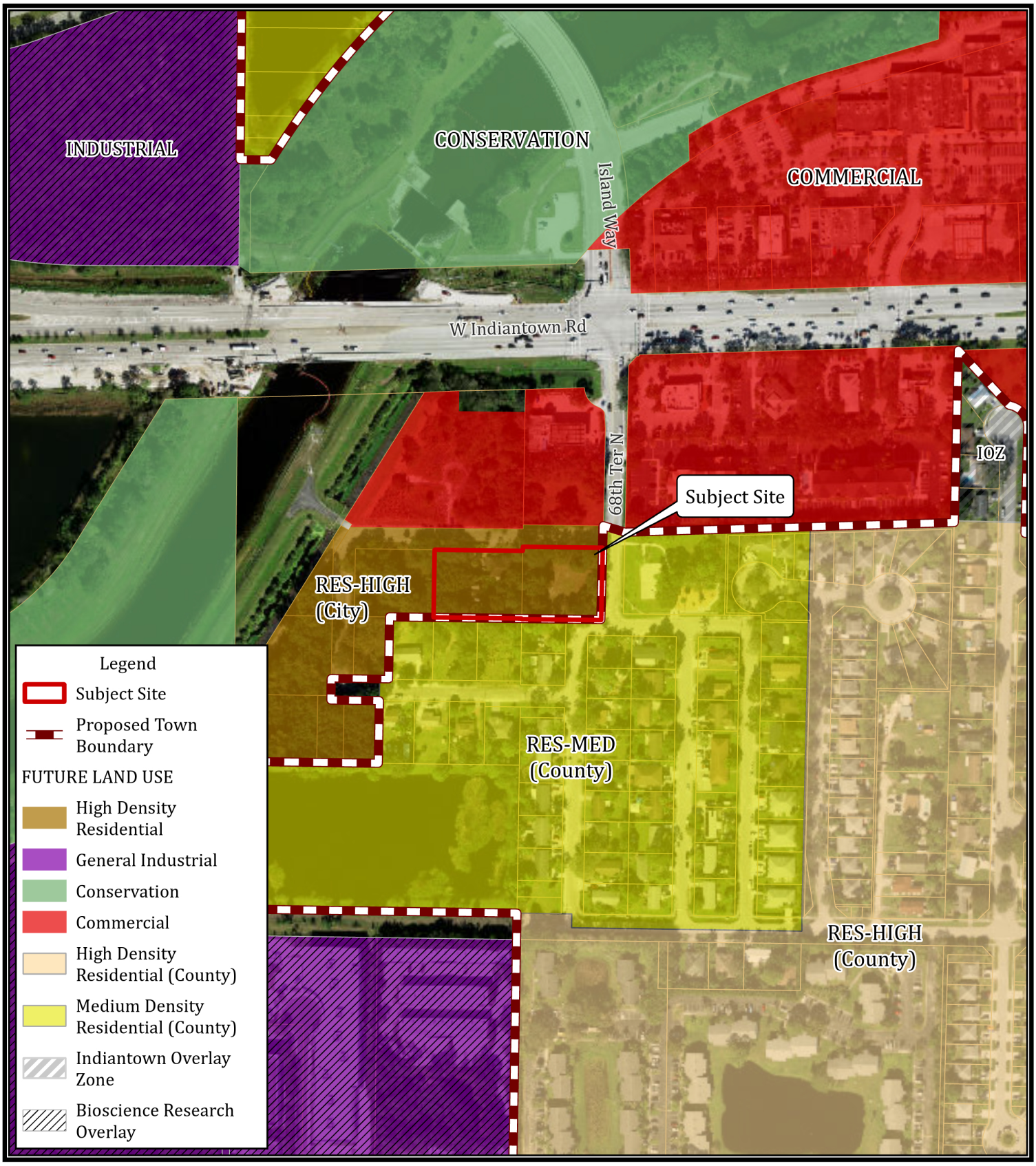

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Proposed FLU Map

Planet Kids

Jupiter, FL

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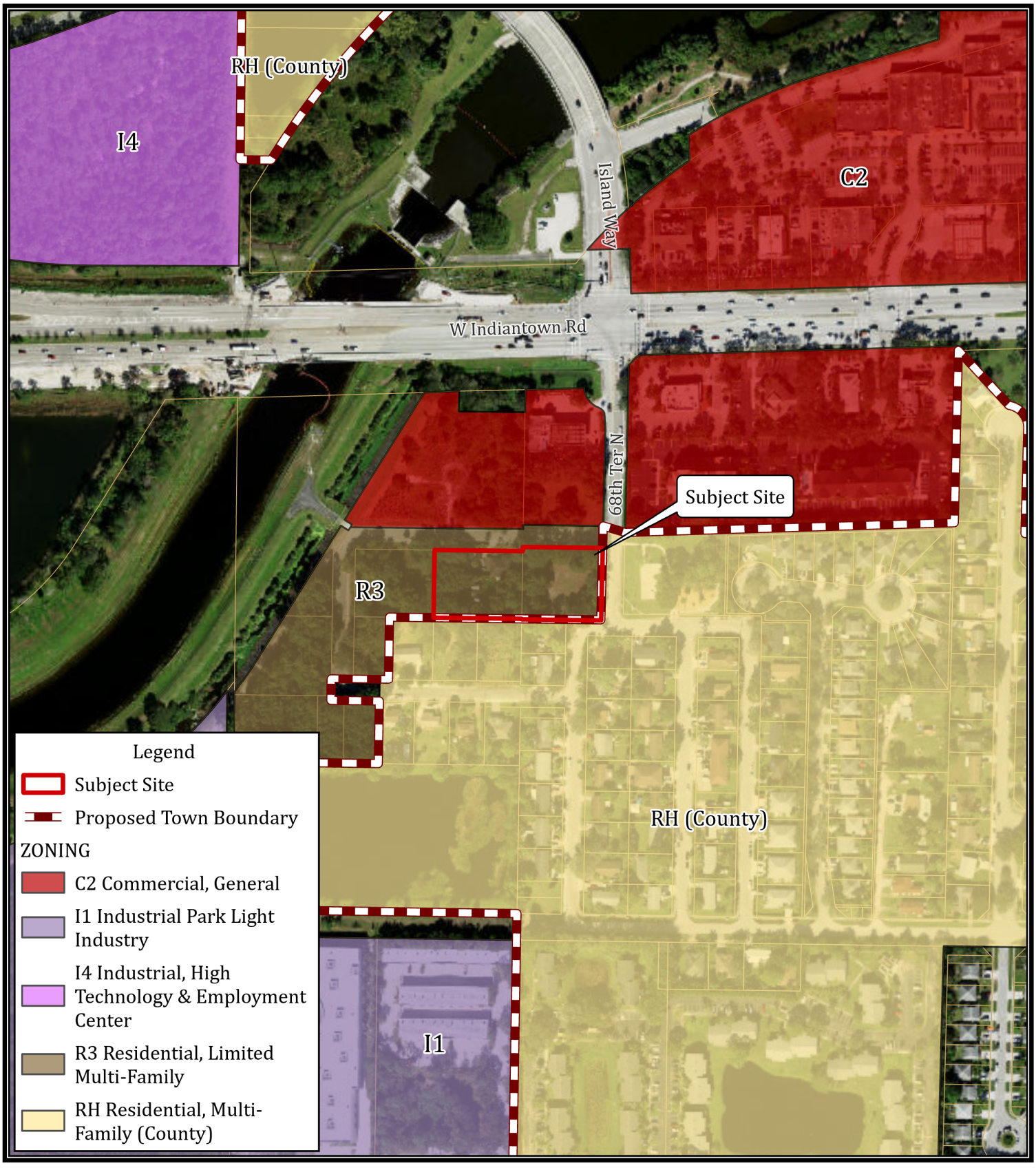

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Proposed Zoning Map

Planet Kids

Jupiter, FL

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Planet Kids Daycare

Voluntary Annexation

Statement of Use

November 10, 2025

REQUEST

The property owner PK Properties II Inc, is seeking the approval of a voluntary annexation into the Town of Jupiter for 2 parcels contiguous with the town's current municipal boundary and located within the Town's designated Future Annexation Area. The subject properties are located within unincorporated Palm Beach County at 6910 174th St N and the corner of 147th St N and 68th Terrace N.

Subject to annexation and related approval, the applicant intends to develop the properties with a new daycare facility to serve the surrounding community. Daycare facilities are identified as a compatible use in the High Density Residential future land use designation pursuant to Policy 1.3.3 of the Comprehensive Plan and are permitted as a special exception use.

The proposed annexation meets the Town's current annexation evaluation criteria based on infrastructure capacity, intergovernmental coordination, and consistency with the Comprehensive Plan. Water, sanitary sewer, stormwater, and solid waste services are all available to the subject property through existing infrastructure and utility providers. Police protection will be provided by Jupiter Police Department, and no impacts to services are anticipated. Fire rescue will be provided with adequate coverage by Palm Beach County Fire Rescue before TOJ Fire Rescue assumes responsibility on October 1, 2026. The proposed annexation and daycare development are not expected to generate an increase for general government services. Additionally, because no residential development is proposed, school capacity is not needed. Approval of this annexation will result in the dedication of 3,886.7 square feet of future right of way towards the Town's Island Way South collector road.

LOCATION

The subject property on the corner of 147th St N and 68th Terrace N is 0.68 acres, and the subject property located at 6910 174th St N is 0.7 acres. The first property is currently vacant, and the second property features a single-family home constructed in 1948. Both properties are currently within the RH zoning district and the MR-5 Future Land Use Designation pursuant to Palm Beach County's Zoning and Future Land Use Maps.

ADJACENT FUTURE LAND USE & ZONING CLASSIFICIATION

	Zoning	FLU	Use

N (Town of Jupiter)	C-2	COMM	COMM6
S (Unincorporated PBC)	RH	MR-5	RH
E (Unincorporated PBC)	RH	MR-5	ro1
W (Town of Jupiter)	R3	RH	sfr

As part of the annexation and subsequent development application, the applicant will provide the necessary right of way dedication to the Town of Jupiter to support the future construction of Island Way South, a planned collector roadway that will enhance the north to south connectivity in the area. Island Way South is anticipated to improve the overall mobility and reduce traffic. Its alignment is supported by the Town's growth management under Objective 1.1 of the Comprehensive Plan which emphasizes orderly development in areas that can support needed infrastructure. The applicant looks forward to working with staff through this annexation process to bring this new development opportunity to the Town of Jupiter. The owner applicant and Cotleur & Hearing are available to answer any questions staff might have and provide necessary information to supplement the information provided in the submittal. Please do not hesitate to contact Zach Ciciera of Cotleur & Hearing at zciciera@cotleur-hearing.com or 561.747.6336 ext. 135 for any additional information.

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Planet Kids Daycare

Future Land Use Amendment | Rezoning

Statement of Use

November 10, 2025

INTRODUCTION

On behalf of the applicant, PK Properties II Inc., we respectfully request approval of a Future Land Use (FLU) map amendment and rezoning to follow the concurrent voluntary annexation application submitted to the Town of Jupiter for the subject properties located at 6910 174th Street North and the corner lot at 68th Terrace North and 147th Street North, currently with unincorporated Palm Beach County. In accordance with Florida Statute Section 171.0413, the application seeks to assign a Town FLU designation of High Density Residential (RH) and R3 zoning to the subject properties. The properties are currently designated Medium Residential (RM-5) with a zoning designation of RH under Palm Beach County. The proposed annexation area terminates at the eastern and southern boundaries of the two subject properties, which are contiguous with the existing municipal limits of the Town of Jupiter. Approval of these applications will allow the applicant to submit a request to construct a daycare facility and contribute to the town's future plans for Island Way South by dedicating the necessary portions of right of way.

PROJECT CONTACT

All correspondence in connection with this request should be directed to the agents for the applicant:

Agent/Planner
Cotleur & Hearing
Attn: Zach Ciciera / Donaldson Hearing
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
561.406.1033
zciciera@cotleur-hearing.com

Applicant / Owner
PK Properties II Inc
Attn: Manuel Sarria
14371 Halter Rd
Wellington, FL 33414
pkmanny@me.com

LOCATION

The subject properties are identified as PCNs: 00-42-41-03-00-000-7530 and 00-42-41-03-02-006-0000. Located adjacent to one another on the corner of 174th Street and 68th Terrace North.

The properties both have a Future Land Use designation of MR-5 (County) which permits up to 5 units per acre and current zoning of RH (County). The proposed designations of R3 zoning and RH Future Land Use within the Town of Jupiter would allow up to six (6) dwelling units per acre, bringing a small increase in density that would be compatible with the surrounding area and is consistent with the Town's Comprehensive Plan.

In accordance with Policy 1.3.3 of the Town's Comprehensive Plan, the following demonstrates how the subject site satisfies the seven High Density Residential (RH) location criteria:

A) Adjacent to, at, or in close proximity to intersections of arterial and collector roadways.

RESPONSE: The site is located along the proposed Island Way South, which will function as a collector roadway. The Island Way South expansion is planned to be constructed prior to the commencement of Planet Kids construction, ensuring appropriate roadway access and connectivity upon development. As part of this application, a right of way dedication will be provided to the Town to support the construction of the Island Way South extension.

B) Near and directly accessible to major shopping and employment centers.

RESPONSE: The site is close in proximity to the Island Way corridor, Indiantown Road commercial corridor, and major employment centers within Jupiter. Nearby commercial plazas include Chasewood Plaza, located less than half a mile away and featuring a Publix, Jersey Mike's Subs, Chipotle, and Bank of America. Jupiter West Plaza is located a quarter mile away, which includes a Duffy's Sports Grill, Aldi, Wells Fargo, and Planet Fitness. These locations provide convenient access to retail, dining, and employment opportunities for local residents.

C) Near park and open space areas.

RESPONSE: The site is located across the street from Kennedy Estates Park.

D) In areas that serve to spatially separate or buffer low and medium density residential areas from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust, or fumes.

RESPONSE: The proposed RH land use provides a logical transition between the lower density residential areas to the south and east and the higher intensity commercial areas to the north.

E) In areas where water supply and sewerage facilities are available.

RESPONSE: Water and sewer service are available to the site.

F) In areas where adequate police and fire protection can be provided economically with a low time of response.

RESPONSE: Adequate police protection will be available from the Jupiter Police Department. Fire rescue will be provided with adequate coverage by Palm Beach County Fire Rescue before TOJ Fire Rescue assumes responsibility on October 1, 2026

G) Where a tract of land has a large percentage of sensitive environmental or upland habitat, clustering of densities shall be encouraged to protect the habitat.

RESPONSE: There are no sensitive environmental or upland habitat on the properties.

SURROUNDING LAND USE AND ZONING

	Zoning	FLU
Subject Properties	RH (PBC)	MR-5 (PBC)
N	C2	COMM

S	RH (PBC)	MR-5 (PBC)
E	RH (PBC)	MR-5 (PBC)
W	R3	RH

JUSTIFICATION

Sec. 27-178 – Criteria for future land use and zoning map amendments.
In addition to the applicable requirements of the Florida Statutes, the following criteria shall apply to all applications which propose to change the town's future land use or zoning map:

(1) The proposed map amendment shall be consistent with the goals, objectives, and policies of the town's comprehensive plan.
Future Land Use Response: As part of the annexation process, the assignment of a Future Land Use designation is required to ensure consistency with the Town's Comprehensive Plan and compatibility with surrounding development. The subject properties are contiguous with the Town's existing municipal boundary and are located within the Town's identified future annexation area. In accordance with Policy 1.3.3 of the Comprehensive Plan, the High Density Residential designation that is proposed for the subject properties permits a density range between 4 and 6 units per acre. This designation aligns with the character of the surrounding area and supports the Town's goals for managing growth and promoting compatible land use patterns.

Rezoning Response: The proposed R3 zoning district is consistent with the goals and objectives of the Town's comprehensive plan by allowing multifamily residential development that contributes to a diverse mix of housing options. The R3 designation supports the Town's intent to locate higher density residential uses near established commercial corridors and in areas targeted for infill and growth. Additionally, the proposed zoning represents a logical extension of the existing Town zoning to the north and to the west of the subject properties, further promoting a cohesive and compatible land use pattern. The applicant intends to provide a daycare facility on the site, subject to all necessary approvals. This use will offer a valuable service to nearby residents and employees, aligning with the Town's goal of supporting family and community serving amenities in appropriate locations.

(2) The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.
Future Land Use Response: The proposed High Density Residential (HDR) Future Land Use designation is consistent with the surrounding land use pattern. To the north, the adjacent property is designated Commercial (COMM) within the Town. To the south and east, properties are designated Medium Residential, 5 units per acre (MR-5) under Palm Beach County jurisdiction. To the west, the adjacent property is designated High Density Residential (RH) within the Town. In accordance with Policy 1.3.3 of the Comprehensive Plan, the proposed HDR designation provides an appropriate transition between lower

density residential uses and more intensive commercial designations and reflects the existing development pattern along this corridor.

Rezoning Response:
The proposed R-3 zoning is consistent with existing zoning patterns in the vicinity. The property to the north is zoned C2 (Commercial, Town of Jupiter), while properties to the south and east are zoned RH (Residential High, Palm Beach County). To the west, the adjoining property is zoned R-3 within the Town. The proposed zoning maintains compatibility with existing uses, promotes continuity in development, and avoids introducing conflicts with surrounding zoning districts. Additionally, the R3 district permits certain community-serving uses, such as daycares, by special exception, further supporting compatibility with the broader neighborhood context.

(3) The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.
Future Land Use Response: The proposed High Density Residential (HDR) designation is not isolated and is compatible with the surrounding land use context. It is bordered by Commercial (COMM) to the north, Medium Residential (MR-5) under Palm Beach County to the south and east, and High Density Residential (RH) within the Town to the west. The HDR designation serves as a logical transition between commercial and lower-density residential uses, minimizing potential land use conflicts and supporting a balanced, integrated land use pattern along the corridor.

Rezoning Response: The proposed R3 zoning district represents a logical extension of the Town's existing zoning framework and does not constitute spot zoning. It is directly contiguous to an R3-zoned property to the west and complements the RH-zoned properties to the south and east under Palm Beach County jurisdiction. This zoning pattern promotes compatibility with surrounding uses, reinforces the Town's urban form, and supports a cohesive interface between the Town and adjacent unincorporated areas. The intended use of the property as a daycare center further supports the appropriateness of the R3 zoning designation, as it aligns with the district's allowance for community serving low intensity uses.

(4) The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.
Future Land Use Response: The proposed Future Land Use amendment is necessary due to the concurrent voluntary annexation of the subject properties into the Town of Jupiter. Assigning the HDR designation ensures consistency with adjacent land uses within the Town and provides an appropriate framework to accommodate ongoing residential growth and shifting demographic trends in the area.

Rezoning Response: The proposed rezoning to R3 is warranted as a result of the change in jurisdiction following annexation and represents a logical extension of the Town's existing zoning pattern. While the surrounding area of unincorporated Palm Beach County is primarily developed with single family and duplex homes, both the current County

zoning and Future Land Use designations already permit higher-density residential uses by right, indicating that increased residential intensity is anticipated and appropriate in this area. The subject site is located at the edge of the Town's municipal boundary where land uses transition from residential to commercial. The R3 zoning district provides an appropriate transitional designation that maintains compatibility with nearby residential neighborhoods while supporting the Town's goal to promote cohesive, well planned development along key corridors such as Island Way. The proposed daycare use further reinforces this transition by serving as a low intensity use that fits the intensity of the neighborhood, while also providing an essential community service to surrounding residents and bridging the commercial and residential character of the area.

TRAFFIC

The report evaluates changing a 1.38-acre site at the southwest corner of Indiantown Road and Island Way from Palm Beach County MR-5 (≈7 SFD units max) to Jupiter High Density Residential (RH), using a day care as a compatible use under Policy 1.3.3. The proposed day care (tested at 16,674 sf and at 350 students, with the higher "students" scenario carried forward) generates about 716 net new daily trips, 136 AM peak-hour trips (72 in/64 out), and 138 PM peak-hour trips (65 in/73 out). Short-range (2030) Test 2 significance within a 2-mile RDI found no roadway links significantly impacted (no link exceeds 3% of LOS E peak-hour service volume), so no capacity analysis was required. Long-range (2045) daily analysis per Palm Beach County FLUE Policy 3.5-d—assuming FDOT's widening of Indiantown Road to eight lanes between I-95 and Central Boulevard—also found no significant impacts on analyzed links. Overall, the FLUA to RH (day care) does not create new roadway deficiencies and can be accommodated by the network with planned improvements by others.

WASTEWATER ANALYSIS

The project will be served by existing water and sewer facilities located within the adjacent roads (68th Ter. N and 174th St. N.). Review of as-built drawings shows an existing 8" gravity sanitary sewer main located within both roads and an existing 8" potable water main located on the west side of 68th Ter. N. A 6" water main connects to the 8" and loops around the property within 174th St. to the north and 173rd St. to the west. There is an existing fire hydrant connected to the 6" water main on 174th St. that is available serve the proposed development.

The projected average daily flow is calculated assuming 20 GPD/100 SF and totals ***3,400 GPD.*** Using a peaking factor of 4.0 the peak flow is calculated to be ***9 GPM.***

The project will be designed in full compliance with the Town of Jupiter's storm water management requirements, including all applicable treatment, attenuation, and water quality standard.

CONCLUSION

The proposed Future Land Use Amendment and Rezoning requests are necessary to establish land use and zoning consistency following annexation into the Town of Jupiter. The RH and R3 designations will promote compatible, efficient growth that aligns with the Town's Comprehensive plan. This provides the framework for the applicant to later seek approval for a daycare facility,

ensuring that the property contributes positively to the Town's residential and service landscape. Please contact Zach Ciciera or Donaldson Hearing with Cotleur & Hearing for any questions regarding this request.

Attachment E – Town's Annexation Criteria

***Infrastructure Impact Analysis (Infrastructure Element Policy 1.4.4)*:**

1. *Water.* The subject property is currently served by the Town's water utility. The Town's water plant has a permitted capacity of 30.0 million gallons per day (mgd). As of June 30, 2025, the Town has water demand reservations of 18.2 mgd. With an excess capacity of approximately 11.8 mgd, there is sufficient water services capacity available to service the subject property.

2. *Sanitary Sewer.* The subject property is currently within the service area of the Loxahatchee River District (LRD). The LRD's wastewater treatment facility (WWTF) is rated at 11 MGD based on a three-month average daily flow. The maximum three-month average daily flow to the WWTF for the past 12-month period was 7.4 MGD. With an excess capacity of approximately 3.6 MGD, LRD's regional WWTF has sufficient capacity for the subject property.

3. *Stormwater.* Any development improvements on the subject property will be required to satisfy the Town's on-site retention requirements and other related standards of the South Florida Water Management District as stated in Policy 1.3.10 of the Town's Infrastructure Element, and Policy 1.2.1 of the Town's Capital Improvements Element.

4. *Solid waste.* Collection is provided by Waste Management, Inc. which currently has a franchise agreement with the Town for waste disposal services. According to the Solid Waste Authority's *2024 Landfill Depletion Model: Forecast of Waste Generation and Landfill Depletion: 2024 – 2079*: Through September 30, 2023, a total of 25,502,800 cubic yard of landfill capacity have been depleted. Utilizing the total estimated landfill volume and the volume depleted to date, the model estimates a total of 25,464,905 cubic yards of capacity remain, which is expected to provide disposal capacity until 2053.

5. *Police.* Police service will be provided by the Jupiter Police Department. Assigning the subject property with the High Density Residential land use designation should not significantly change the impact to police services.

6. *Fire Rescue.* Palm Beach County Fire-Rescue is currently responsible for fire-rescue service to the subject property. The property will be served by Fire Station No. 19, which is located on Central Boulevard just north of Indiantown Road. Please note, Town of Jupiter Fire-Rescue will assume responsibility for fire-rescue service to the subject property beginning October 1, 2026.

7. *General Government.* No significant increase in demand for general government services is anticipated.

8. *Intergovernmental Coordination.* The Town has notified the Palm Beach County Planning Division of the application for annexation. As of the date of this report, staff has not received any comments from the County. ~~The County's annexation review team provided a letter, which states they have not identified any inconsistencies with Chapter 171, Florida Statutes that warrant an objection to the proposed annexation.~~

   Staff has notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendment. As of the date of this report, staff has not received any comments from any adjacent local governments.

9. *Recreation.* The proposed FLUM amendment on the subject property to assign the High Density Residential land use designation will not have a significant increase in demand for recreation facilities in the Town.

10. *School Capacity Impacts.* The proposed High Density Residential land use designation is not likely to have significant additional impacts to school facilities. The Palm Beach County School District has been provided a copy of the Statement of Use for the applications.

Comprehensive Plan Consistency:

Future Land Use Element Objective 1.6 states that annexations will be based on the criteria and priorities set forth in the "Future Annexation Study," as amended, which includes the following:

A. Existing Town Policy:	The subject properties are located in an unincorporated enclave as identified in the Future Annexation Study. According to the study, unincorporated properties within enclaves should be annexed into the Town.
B. Legal Considerations:	The subject properties are consistent with the requirements of Chapter 171, F.S. Annexation of the properties will reduce the size of an existing enclave.
C. Fiscal Considerations:	Once the properties are annexed into the Town, taxes paid will contribute to provide roads, police, fire services, etc, as applicable.
D. Impact	The subject properties are serviced by a local road that is planned to be upgraded to an urban collector as part of the southern extension of Island Way on the Future Functional Circulation Map (Transportation Element Figure 8). The subject properties are within the Town's water service and the LRD sewer system. Any water or sewer connection fees required will be the responsibility of the owner.
E. Community Values:	If annexed, any future development will be required to be consistent with the community values established in the Town's Comprehensive Plan and Land Development Regulations.
F. Land Use Considerations:	The Future Annexation Study states that the land use designation of any recently annexed property should be evaluated in light of the capacity of both existing and programmed infrastructure.

G. Management/Planning:

1. *Annexation of enclaves*: The subject properties are part of an existing enclave.
2. *Areas which are currently or are projected to be moderate to high growth potential areas:* The subject properties are located adjacent to existing commercial properties to the north and an established residential area to the south and east making it suitable for moderate growth potential.
3. *Areas with essential infrastructure:* As noted above, water and sanitary service is available to the subject property.
4. *Urban services can be provided cost efficiently:* All urban services noted above are available at the Town's adopted level of service standards.
5. *Areas which square off the Town's limits:* The annexation of the subject properties will reduce the size of an existing enclave.

Attachment F – Infrastructure Impact Analysis (Infrastructure Element Policy 1.4.4):

1. *Water.* The subject property is currently served by the Town's water utility. The Town's water plant has a permitted capacity of 30.0 million gallons per day (mgd). As of June 30, 2025, the Town has water demand reservations of 18.2 mgd. With an excess capacity of approximately 11.8 mgd, there is sufficient water services capacity available to service the subject property.

2. *Sanitary Sewer.* The subject property is currently within the service area of the Loxahatchee River District (LRD). The LRD's wastewater treatment facility (WWTF) is rated at 11 MGD based on a three-month average daily flow. The maximum three-month average daily flow to the WWTF for the past 12-month period was 7.4 MGD. With an excess capacity of approximately 3.6 MGD, LRD's regional WWTF has sufficient capacity for the subject property.

3. *Stormwater.* Any development improvements on the subject property will be required to satisfy the Town's on-site retention requirements and other related standards of the South Florida Water Management District as stated in Policy 1.3.10 of the Town's Infrastructure Element, and Policy 1.2.1 of the Town's Capital Improvements Element.

4. *Solid waste.* Collection is provided by Waste Management, Inc. which currently has a franchise agreement with the Town for waste disposal services. According to the Solid Waste Authority's *2024 Landfill Depletion Model: Forecast of Waste Generation and Landfill Depletion: 2024 – 2079*: Through September 30, 2023, a total of 25,502,800 cubic yards of landfill capacity have been depleted. Utilizing the total estimated landfill volume and the volume depleted to date, the model estimates a total of 25,464,905 cubic yards of capacity remain, which is expected to provide disposal capacity until 2053.

5. *Police.* Police service will be provided by the Jupiter Police Department. Assigning the subject property with the High Density Residential land use designation should not have any significant impact to police services.

6. *Fire Rescue.* Palm Beach County Fire-Rescue is currently responsible for fire-rescue service to the subject property. The property will be served by Fire Station No. 19, which is located on Central Boulevard just north of Indiantown Road. Please note, Town of Jupiter Fire-Rescue will assume responsibility for fire-rescue service to the subject property beginning October 1, 2026.

7. *General Government.* No significant increase in demand for general government services is anticipated.

8. *Intergovernmental Coordination.* Staff has notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendments. As of the date of this report, staff has not received any comments from any adjacent local governments.

9. *Recreation.* The proposed FLUM amendment on the subject property to assign the High Density Residential land use designation will not have a significant increase in demand for recreation facilities in the Town.

10. *School Concurrency.* The proposed High Density Residential land use designation is not likely to have significant additional impacts to school facilities. The Palm Beach County School District has been provided a copy of the Statement of Use for the applications.

PLANET KIDS
PALM BEACH COUNTY, FL

FUTURE LAND USE PLAN AMENDMENT TRAFFIC ANALYSIS

Kimley»Horn

December 18, 2025

FUTURE LAND USE PLAN AMENDMENT
TRAFFIC ANALYSIS

PLANET KIDS
PALM BEACH COUNTY, FL

Prepared by:
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West Palm Beach, Florida

August 18, 2025
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Revised December 18, 2025
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INTRODUCTION

Kimley-Horn and Associates, Inc. has been retained to prepare a Future Land Use (FLU) Amendment traffic analysis for a 1.38-acre site located on the southwest corner of Indiantown Road and Island Way, in Palm Beach County Florida. **Figure 1** illustrates the location of the project site. The site currently has a Palm Beach County FLU designation of Medium Residential (MR-5); which permits 5 dwelling units per acre. The proposed development has a Jupiter FLU designation of High Density Residential (RHD).

The parcel control numbers for this site are:

- 00-42-41-03-02-006-0000
- 00-42-41-03-00-000-7530

The traffic impacts from the proposed future land use amendment were analyzed based on the procedures accepted by the Town of Jupiter. Currently, the site has a Single Family Detached designation (MR-5), which permits 5 dwelling units per acre. Therefore, the 1.38-acre site permits 7 dwelling units. The proposed future designation is High Density Residential. Per Policy 1.3.3 of Jupiter's Future Land Use Element, a compatible use for this land use includes single family detached. High Density Residential permits six units per acre. Therefore, the 1.38-acre site permits 8 dwelling units.

This analysis was conducted following short-range and long-range analysis procedures used to evaluate comprehensive plan amendments in Jupiter. This report summarizes the findings of the comprehensive plan land use amendment traffic analysis.

NORTH

LEGEND

Site Location

XX% Project Traffic %

FIGURE 1
Planet Kids
KH# 241251000
Site Location

Kimley»Horn

PROJECT TRAFFIC

The project traffic volumes evaluated in this analysis are defined as the vehicle trips expected to be generated by the project, and the distribution and assignment of that traffic over the study roadway network.

Trip Generation

The trip generation calculations are based on the trip generation rates published by Palm Beach County and the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. Trip generation calculations have been performed for three scenarios:

Existing Site Development

This scenario represents the current trip generation occurring on site. The existing site contains three single family detached dwelling units however; to provide a conservative analysis no credit was taken for the existing site.

Existing Future Land Use Potential Development

This scenario represents the maximum development potential for the site under the existing FLU designation. For the Trip Generation Comparison shown in **Table 1**, Single Family Detached was used for the land use, the maximum intensity of development under the currently adopted future land use designation has the potential to generate 70 net new external daily trips, 5 net new external AM peak hour trips (+1 inbound,+4 outbound), 7 net new external PM peak hour trips (+4 inbound, +3 outbound).

Proposed Future Land Use Potential Development

This scenario represents the maximum development permitted on site under the proposed FLUE designation, which equates to 8 dwelling units of single family detached use. As indicated in **Table 1,** the maximum density of development under the proposed future land use designation has the potential to generate 80 new external daily trips, 6 net new external AM peak hour trips (+2 inbound, +4 outbound), and 8 net new external PM peak hour trips (+5 inbound, +3 outbound). An additional scenario was included in the trip generation calculations to show the maximum development permitted under day care use. The result of the additional scenario is included in Table 1.

Because the proposed amendment for the subject site results in an overall net increase in the trip generation potential of the site on a daily, AM, and PM peak-hour basis in comparison to existing uses on site, it was necessary to determine if any of the roadway links within the project Radius of Development Influence (RDI) are expected to be significantly impacted. Roadway link analyses were conducted for the short-range (2030) scenario and for the long range (2045) scenario using methodologies accepted by the Town of Jupiter.

Table 1: Trip Generation Calculations Summary

Source	Land Use	ITE Code	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
Existing Site Development										
PBC	Vacant		0	0	0	0	0	0	0	0
			Subtotal	0	0	0	0	0	0	0
Driveway Volumes				**0**	**0**	**0**	**0**	**0**	**0**	**0**
Net New External Trips				**0**	**0**	**0**	**0**	**0**	**0**	**0**
Existing FLU Maximum Intensity										
PBC	Single Family Detached	ITE 210	7 DU	70	5	1	4	7	4	3
			Subtotal	*70*	*5*	*1*	*4*	*7*	*4*	*3*
Pass-By Capture			**Daily** **AM** **PM**							
	Single Family Detached		0.0% 0.0% 0.0%	0	0	0	0	0	0	0
			Subtotal	0	0	0	0	0	0	0
Driveway Volumes				**70**	**5**	**1**	**4**	**7**	**4**	**3**
Net New External Trips				**70**	**5**	**1**	**4**	**7**	**4**	**3**
Proposed FLU Maximum Intensity (Students)										
PBC	Day Care	ITE 565	350 student(s)	1,432	273	145	128	277	130	147
			Subtotal	*1,432*	*273*	*145*	*128*	*277*	*130*	*147*
Pass-By Capture			**Daily** **AM** **PM**							
	Day Care		50.0% 50.0% 50.0%	716	137	73	64	139	65	74
			Subtotal	716	137	73	64	139	65	74
Proposed FLU Maximum Intensity (Residential)										
PBC	Single Family Detached	ITE 210	8 DU	80	6	2	4	8	5	3
			Subtotal	*80*	*6*	*2*	*4*	*8*	*5*	*3*
Internal Capture			**% Daily** **% AM** **% PM**							
	Single Family Detached		0.0% 0.0% 0.0%	0	0	0	0	0	0	0
			Subtotal	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Pass-By Capture			**Daily** **AM** **PM**							
	Single Family Detached		0.0% 0.0% 0.0%	0	0	0	0	0	0	0
			Subtotal	0	0	0	0	0	0	0
Driveway Volumes				**80**	**6**	**2**	**4**	**8**	**5**	**3**
Net New External Trips				**80**	**6**	**2**	**4**	**8**	**5**	**3**
Proposed FLU Maximum Trips-Existing Development Trips (Short-range)				**80**	**6**	**2**	**4**	**8**	**5**	**3**
Radius of Development Influence:				**Directly Accessed Links**						
Proposed FLU Maximum Trips-Existing FLU Maximum Trips (Long-range)				**10**	**1**	**1**	**0**	**1**	**1**	**0**
Radius of Development Influence:				**No Significanct Impact**						
Driveway Volumes				**1,432**	**273**	**145**	**128**	**277**	**130**	**147**
Net New External Trips				**716**	**136**	**72**	**64**	**138**	**65**	**73**
Proposed FLU Maximum Trips-Existing Development Trips (Short-range)				**716**	**136**	**72**	**64**	**138**	**65**	**73**
Radius of Development Influence:				**2 miles**						
Proposed FLU Maximum Trips-Existing FLU Maximum Trips (Long-range)				**646**	**131**	**71**	**60**	**131**	**61**	**70**
Radius of Development Influence:				**Directly Accessed Links**						

Land Use	Daily	AM Peak Hour	PM Peak Hour	Pass By
Single Family Detached	10 trips/DU	0.7 trips/DU (26% in, 74% out)	0.94 trips/DU (63% in, 37% out)	0.0%
Day Care Center	47.62 trips/ksf	11 trips/ksf (53% in, 47% out)	11.12 trips/ksf (47% in, 53% out)	44.0%
Day Care	4.09 trips/student(s)	0.78 trips/student(s) (53% in, 47% out)	0.79 trips/student(s) (47% in, 53% out)	50.0%

TRAFFIC DISTRIBUTION AND ASSIGNMENT

Traffic distribution is the pairing of trip ends from the subject site with other land uses in the area. These trips were assigned to surrounding roadways within the project RDI based upon a review of the proposed roadway network to be in place at the time of buildout and its travel time characteristics.

The daily and peak-hour trips for the project were then assigned to the surrounding roadway network proposed to be in place for each respective analysis year. **Figure 1** also illustrates the project traffic assignment to the surrounding roadway network.

LEVEL OF SERVICE ANALYSIS

Consistent with comprehensive plan amendment evaluation requirements, roadway segment analyses were conducted to address the traffic conditions for the existing, short-range planning horizon (2030), and long-range planning horizon (2045) conditions on links within the RDI.

Short-Range (Year 2030)

This analysis was conducted using the LOS E peak hour, peak direction link service volumes published by Palm Beach County.

As stated previously, this analysis utilizes the net increase in peak-hour trip generation potential of the maximum development potential under the proposed FLU designation in comparison to traffic generated by the existing site development.

Long-Range (Year 2045)

This analysis was conducted using the LOS D daily link service volumes published by Palm Beach County. As stated previously, this analysis utilizes the net increase in daily trip generation potential of the maximum development potential under the proposed FLU designation in comparison to the maximum development potential under the existing FLU.

SHORT-RANGE (2030) PLANNING HORIZON

The maximum development under the proposed future land use is 8 single family detached dwelling units. Therefore, the net increase in peak hour trip generation potential is 6 net new external AM peak hour trips (+2 inbound, +4 outbound) and 8 net new external PM peak hour trips (+5 inbound, +3 outbound). For the purposes of this analysis, the radius of development influence is the directly accessed links. Significance was determined in accordance with the LOS E peak-hour peak directional service volumes provided in the Palm Beach County Traffic Performance Standards Ordinance (TPSO). **Table 2** summarizes the threshold for determining significance as outlined in Article 12 of the Palm Beach County TPSO. As per the TPSO, during the short-range horizon, a link is considered significantly impacted if project traffic accounts for more than 3% of the LOS E general service volume.

Table 2: Short-Range Significance Determination

NET EXTERNAL PEAK HOUR TWO-WAY TRIP GENERATION			RADIUS
1	through	20	Directly Accessed Link(s)
21	through	50	0.5 miles
51	through	100	1 mile
101	through	500	2 miles
501	through	1,000	3 miles
1,001	through	2,000	4 miles
2,001	and	Up	5 miles

Note: Source table 12.B.2.D-7 3A - Radius of Development Influence of Article 12

Significance Analysis

As indicated in **Table 3** and **Table 4**, none of the roadway links are projected to be significantly impacted by the proposed project under Test 2 standards, therefore no capacity analysis is required.

Table 3: Short-Range (Year 2030) AM Peak Hour Significance Analysis

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS E GENERAL SVC. VOLUME	PROJECT TRIPS							
					PROJECT % ASSIGNMENT	NB/EB IN/OUT?	AM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Indiantown Road	Island Way	Central Boulevard	8LD	3,940	11%	o	7	8	0.18%	No	0.20%	No
Indiantown Road	Central Boulevard	Center Start	6LD	2,830	16%	o	10	12	0.35%	No	0.42%	No
Indiantown Road	Center Start	Military Trail	6LD	2,830	10%	o	6	7	0.21%	No	0.25%	No
Church Street	Island Way	Central Boulevard	2L	880	0%	i	0	0	0.00%	No	0.00%	No
Center Street	Indiantown Road	Alternate A1A	2L	880	0%	o	0	0	0.00%	No	0.00%	No
Florida Turnpike	PGA Boulevard	Indiantown Road	4LX	4020	7%	i	5	4	0.12%	No	0.10%	No
Florida Turnpike	Indiantown Road	North of Indiantown Road	4LX	4020	6%	o	4	4	0.10%	No	0.10%	No
I-95	PGA Boulevard	Donald Ross Road	10LX	10580	15%	i	11	10	0.10%	No	0.09%	No
I-95	Donald Ross Road	Indiantown Road	10LX	10580	12%	i	9	8	0.09%	No	0.08%	No
I-95	Indiantown Road	SE Bridge Road	10LX	10580	11%	o	7	8	0.07%	No	0.08%	No
Central Boulevard	Frederick Small Road	Indian Creek Parkway	4LD	3760	25%	i	18	16	0.48%	No	0.43%	No
Central Boulevard	Indian Creek Parkway	Indiantown Road	4LD	1960	30%	i	22	19	1.12%	No	0.97%	No
Roebuck Road	Indiantown Road	Church Street	2L	860	5%	o	3	4	0.35%	No	0.47%	No
Roebuck Road	Church Street	Loxahatchee River Road	2L	860	5%	o	3	4	0.35%	No	0.47%	No
Military Trail	Donald Ross Road	Indian Creek Parkway	6LD	2830	5%	i	4	3	0.14%	No	0.11%	No
Military Trail	Indian Creek Parkway	Indiantown Road	6LD	2830	0%	i	0	0	0.00%	No	0.00%	No
Alternate A1A	Frederick Small Road	Indiantown Road	6LD	2940	3%	i	2	2	0.07%	No	0.07%	No
Alternate A1A	Indiantown Road	Center Street	6LD	2940	0%	o	0	0	0.00%	No	0.00%	No
Alternate A1A	Center Street	South Beach Road	6LD	2830	0%	o	0	0	0.00%	No	0.00%	No

Table 4: Short-Range (Year 2030) PM Peak Hour Significance Analysis

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS E GENERAL SVC. VOLUME	PROJECT TRIPS							
					PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Toney Penna Drive	Central Boulevard	Military Trail	2L	880	10%	o	7	7	0.80%	No	0.80%	No
Toney Penna Drive	Military Trail	Alternate A1A	2L	880	0%	o	0	0	0.00%	No	0.00%	No
Indiantown Road	120th Avenue North	Florida Turnpike	4LD	1,960	8%	i	5	6	0.26%	No	0.31%	No
Indiantown Road	Florida Turnpike	I-95 West	6LD	2,940	21%	i	14	15	0.48%	No	0.51%	No
Indiantown Road	I-95 West	I-95 East	8LD	3,940	32%	i	21	23	0.53%	No	0.58%	No
Indiantown Road	I-95 East	Island Way	8LD	3,940	44%	i	29	32	0.74%	No	0.81%	No
Indiantown Road	Island Way	Central Boulevard	8LD	3,940	11%	o	8	7	0.20%	No	0.18%	No
Indiantown Road	Central Boulevard	Center Start	6LD	2,830	16%	o	12	10	0.42%	No	0.35%	No
Indiantown Road	Center Start	Military Trail	6LD	2,830	10%	o	7	7	0.25%	No	0.25%	No
Church Street	Island Way	Central Boulevard	2L	880	0%	i	0	0	0.00%	No	0.00%	No
Center Street	Indiantown Road	Alternate A1A	2L	880	0%	o	0	0	0.00%	No	0.00%	No
Florida Turnpike	PGA Boulevard	Indiantown Road	4LX	4,020	7%	i	5	5	0.12%	No	0.12%	No
Florida Turnpike	Indiantown Road	North of Indiantown Road	4LX	4,020	6%	o	4	4	0.10%	No	0.10%	No
I-95	PGA Boulevard	Donald Ross Road	10LX	10,580	15%	i	10	11	0.09%	No	0.10%	No
I-95	Donald Ross Road	Indiantown Road	10LX	10,580	12%	i	8	9	0.08%	No	0.09%	No
I-95	Indiantown Road	SE Bridge Road	10LX	10,580	11%	o	8	7	0.08%	No	0.07%	No
Central Boulevard	Frederick Small Road	Indian Creek Parkway	4LD	3,760	25%	i	16	18	0.43%	No	0.48%	No
Central Boulevard	Indian Creek Parkway	Indiantown Road	4LD	1,960	30%	i	20	22	1.02%	No	1.12%	No
Roebuck Road	Indiantown Road	Church Street	2L	860	5%	o	4	3	0.47%	No	0.35%	No
Roebuck Road	Church Street	Loxahatchee River Road	2L	860	5%	o	4	3	0.47%	No	0.35%	No
Military Trail	Donald Ross Road	Indian Creek Parkway	6LD	2,830	5%	i	3	4	0.11%	No	0.14%	No
Military Trail	Indian Creek Parkway	Indiantown Road	6LD	2,830	0%	i	0	0	0.00%	No	0.00%	No
Alternate A1A	Frederick Small Road	Indiantown Road	6LD	2,940	3%	i	2	2	0.07%	No	0.07%	No
Alternate A1A	Indiantown Road	Center Street	6LD	2,940	0%	o	0	0	0.00%	No	0.00%	No
Alternate A1A	Center Street	South Beach Road	6LD	2,830	0%	o	0	0	0.00%	No	0.00%	No

LONG-RANGE (2045) PLANNING HORIZON

As noted, the existing land use is Medium Residential. The existing land use permits 5 dwelling units per acre. Therefore, the 1.38-acre site equates to 7 dwelling units of Single Family Detached.. Therefore, the net increase in daily trip generation potential is 10 daily trips. For this analysis there is no radius of development. A link is considered significantly impacted where the net trip increase impacting roads is greater than one percent (1%) for volume to capacity ratio (v/c) of 1.4 or more, two percent (2%) for v/c of 1.2 or more and three percent (3%) for v/c of less than 1.2 of the level of service “D” capacity on an AADT basis of the link affected up to the limits set forth in **Table 5.**

Table 5: Long-Range Significance Determination

NET EXTERNAL DAILY TRIP GENERATION			RADIUS
1	through	50	No Significant Impact
50	through	1,000	Directly Accessed Link(s)
1,001	through	4,000	1 mile
4,001	through	8,000	2 miles
8,001	through	12,000	3 miles
12,001	through	20,000	4 miles
20,000	and	Up	5 miles

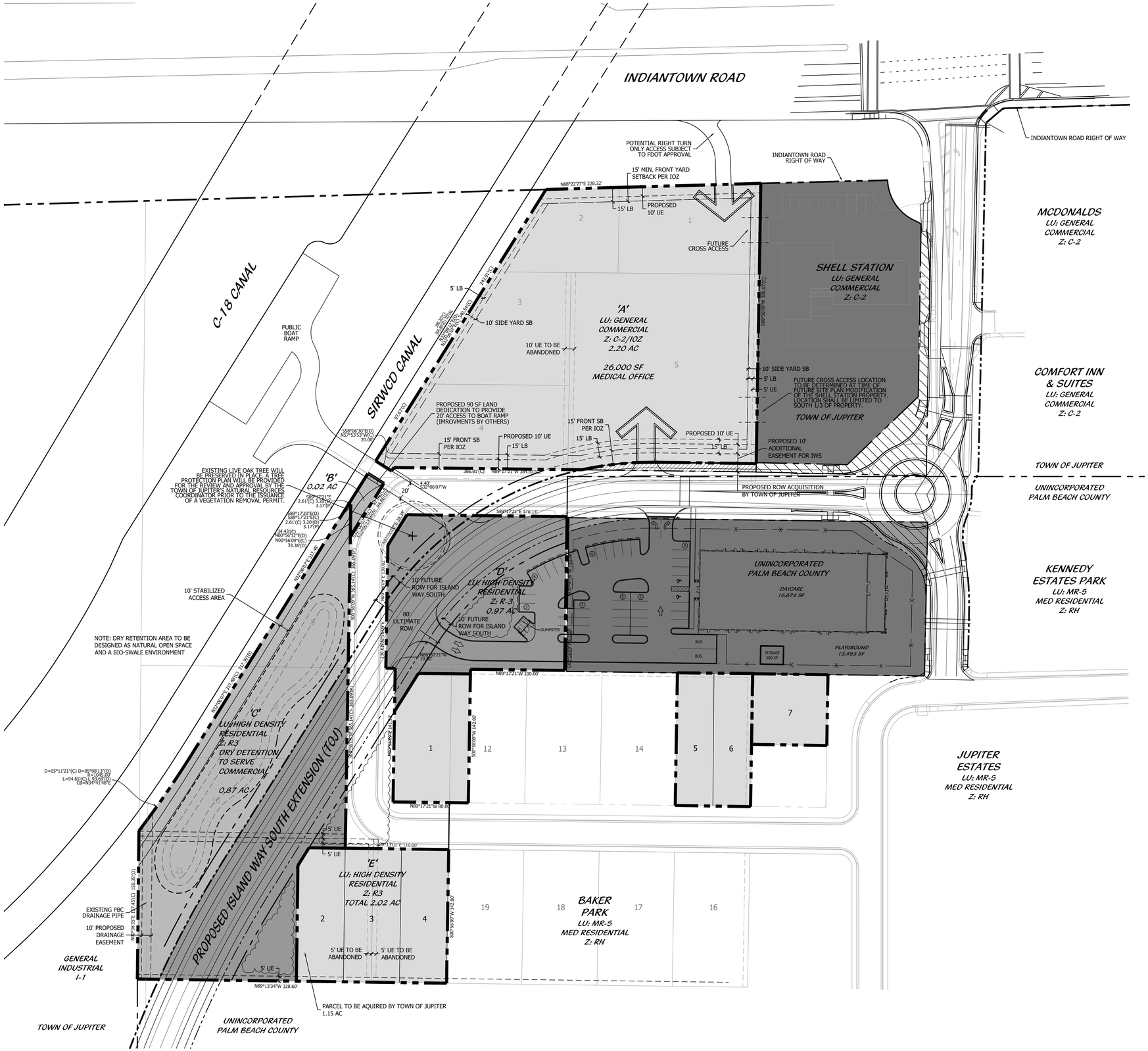
Note: Source table 3.5-1 - Signficant Impact of PBC FLUE

CONCLUSION

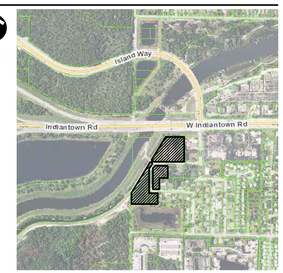
The foregoing comprehensive plan traffic analysis has been conducted to evaluate the proposed future land use designation change from the existing Single Family Detached (MR-5) to the proposed future land use of High Density Residential (RHD). The project is located on the southwest corner of Indiantown Road and Island Way, in Palm Beach County, Florida. Based on the analyses conducted for each of the planning horizons (short-range and long-range), the results indicate that the study roadway links not projected to be significantly impacted by the proposed project.

APPENDIX

APPENDIX



LOCATION MAP



ROW Impact Map

0' 25' 50' 100' 150' 200'

Scale: 1" = 50'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC26000535

Island Way South

Jupiter, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	15-0306
DATE	12-27-21
REVISIONS	05-16-25

May 16, 2025 12:47:22 p.m.
Drawing: 15-0306_IWS MP.DWG

SHEET 1 OF 1

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

Day Care Center
(565)

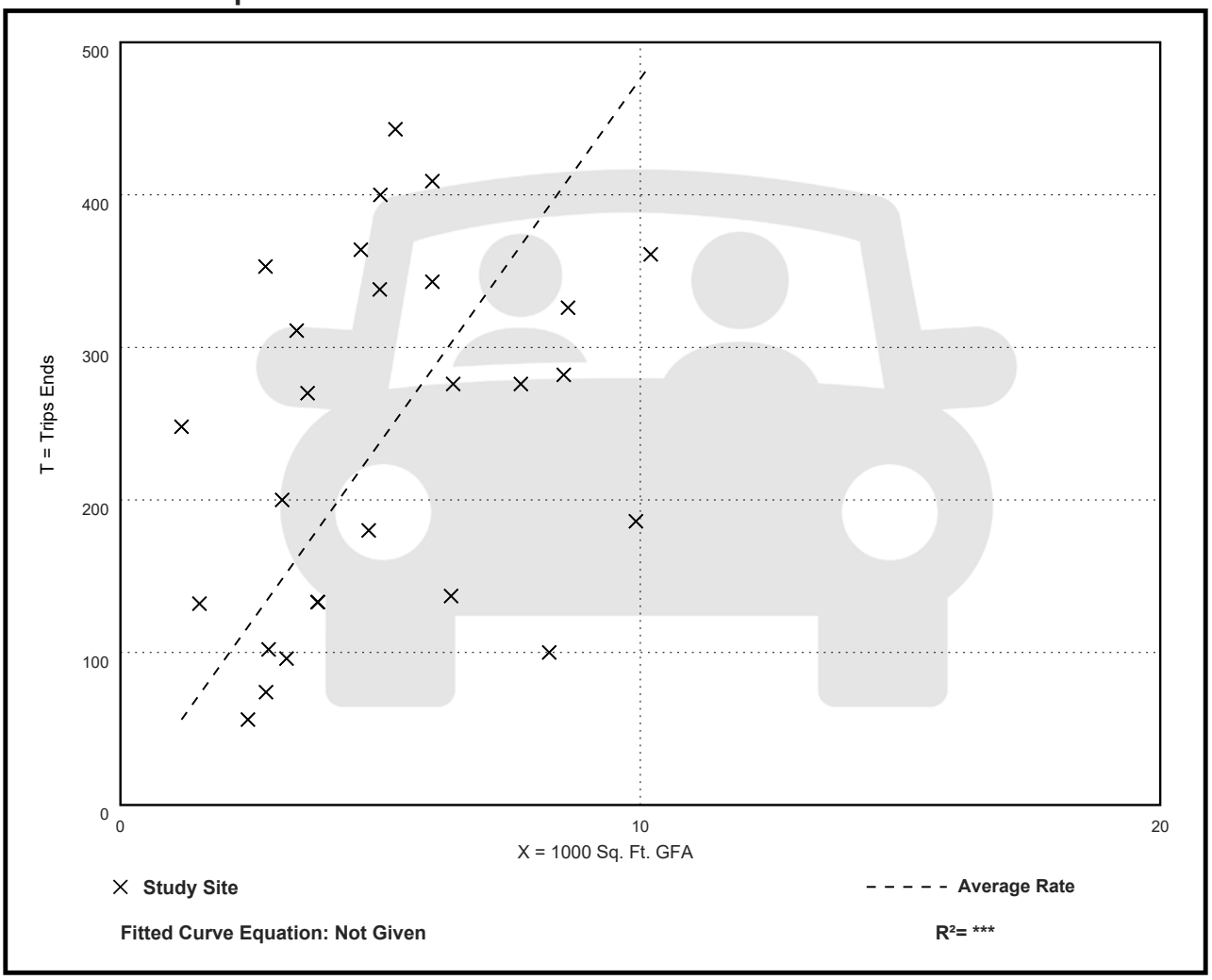
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 27
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
47.62	12.12 - 211.06	29.78

Data Plot and Equation



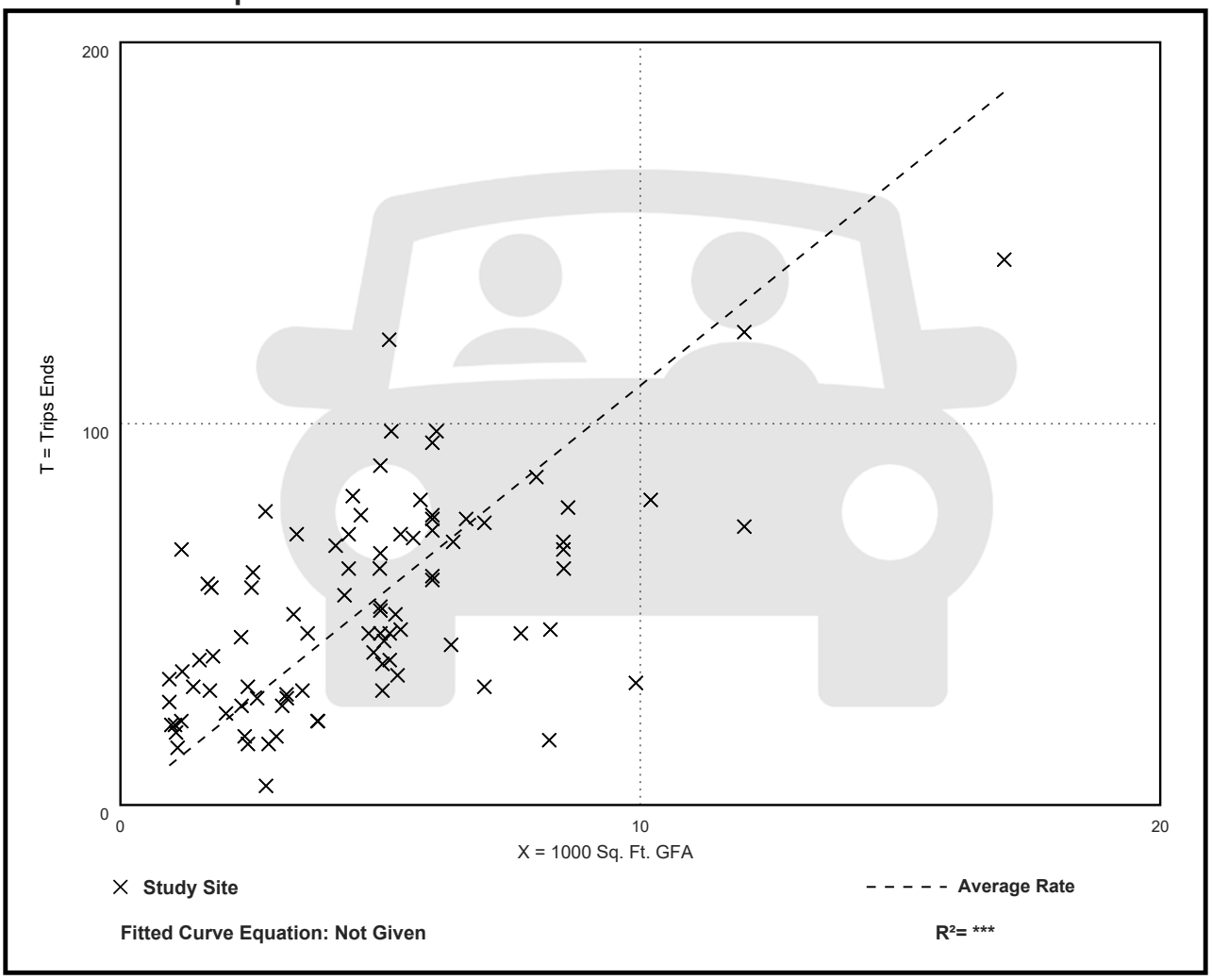
Day Care Center
(565)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 89
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
11.00	1.79 - 57.02	6.08

Data Plot and Equation



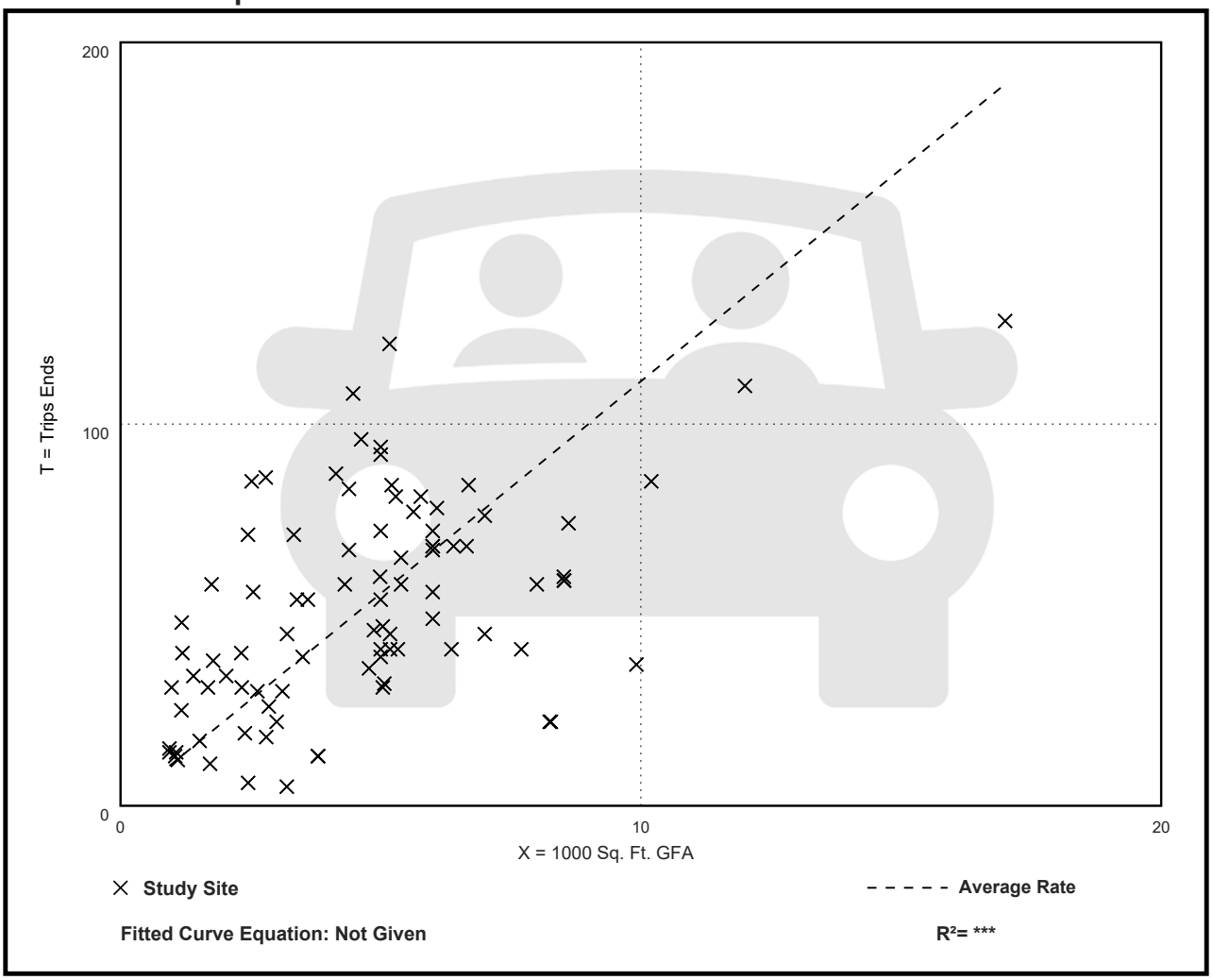
Day Care Center
(565)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 90
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
11.12	1.56 - 40.85	6.28

Data Plot and Equation



Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	565								
Land Use	Day Care Center								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	1								
Average Pass-By Rate	44%								
	Pass-By Characteristics for Individual Sites								
	State or	Survey		Pass-By	Non-Pass-By Trips			Adj Street Peak	
GFA (000)	Province	Year	# Interviews	Trip (%)	Primary (%)	Diverted (%)	Total (%)	Hour Volume	Source
7.2	Pennsylvania	1990	—	44	24	32	56	—	23

mixed use categories, location and intensity criteria.

Policy 1.3.1 Low Density Residential – The predominate dwelling type in this future land use designation is detached, single family dwelling units. Within a planned unit development (PUD) larger than 160 acres, duplexes, zero-lot-line, townhome, multi-family and accessory dwelling units may be allowed, and single-family dwelling units may not be required to be the predominate dwelling type. The previously described allowances are subject to Town Council approval. The allowable density range is up to two units per gross acre with the following location criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services, religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) In areas that afford attractive natural and/or rural surroundings.
b) In areas that provide convenient access to work and shopping areas.
c) In areas that are spatially separated and buffered by other uses from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
d) In areas where water supply and sewerage facilities services can be provided economically.
e) In areas where adequate police and fire protection can be economically provided.

Policy 1.3.2 Medium Density Residential - Housing in this future land use designation consist of a wide range of types, including single-family, multi-family dwellings, including apartments, condominiums, triplexes, quadraplexes, zero lot line homes and duplexes. The density ranges from two to four units per gross acre with the following location criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services, religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) In areas that afford attractive natural surroundings and large areas of open space.
b) In areas that have convenient access to work and shopping areas.
c) In areas that serve to spatially separate or buffer low density residential areas from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
d) In areas where water supply and sewerage facilities services are available.
e) In areas where adequate police and fire protection can be provided economically.

Policy 1.3.3 High Density Residential - This future land use designation consists of high-density single-family and multi-family housing. Dwelling types range from single-family homes to garden apartments to townhouses. The density range is four to six units per acre with the following Location Criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services,

religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) Adjacent to, at or in close proximity to intersections of arterial and collector roadways.
b) Near and directly accessible to major shopping and employment centers.
c) Near park and open space areas.
d) In areas that serve to spatially separate or buffer low and medium density residential areas from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
e) In areas where water supply and sewerage facilities are available.
f) In areas where adequate police and fire protection can be provided economically with a low time of response.
g) Where a tract of land has a large percentage of sensitive environmental or upland habitat, clustering of densities shall be encouraged to protect the habitat.

Policy 1.3.4 Residential densities in the Comprehensive Plan shall not exceed six units per gross acre except under the following conditions:

a) An additional two units per gross acre may be granted if the residential project is developed as a planned unit development.
b) A density bonus of up to 65 percent of the density allowed by the underlying zoning may be granted by the Town Council for the inclusion of very-low and low-income housing in a development, subject to the provisions in Policy 1.2.6 of the Housing Element.
c) Additional density may be granted by the Town Council based on Housing Policy 1.2.11 for infill and redevelopment projects when workforce housing is provided.
d) Additional density in the Inlet Village Residential, Riverwalk Flex, Inlet Village Flex, and Mixed Use land use designations and the Mixed Use Residential and the Waterway, Commercial and Entertainment Sectors of the U.S. Highway One/Intracoastal Waterway Corridor are permitted consistent with the specific policies.
e) Master planned transit oriented developments within a radius of one-half mile of a designated Tri-Rail station may be granted density bonuses when workforce housing is provided, which increases the total density up to a maximum of 15 dwelling units per acre.
f) In no case shall the gross residential density of a development utilizing one or more of the above exceptions exceed 15 dwelling units per acre.

Policy 1.3.5 The Town shall make provisions for a residential density bonus for the purpose of encouraging enlightened and imaginative approaches to site design that leads to increases in affordable housing, conserves or preserves environmentally sensitive areas, creates additional open space, or results in reduced infrastructure.

Policy 1.3.6 The Town shall maintain land development regulations that implement the Comprehensive Plan, and which at a minimum address: subdivision of land; signage; wellfield and aquifer protection; drainage and stormwater management; periodic flooding; open space needs; off-street parking; and, environmentally sensitive areas/habitats. In addition, these regulations shall ensure that

Table 2.2.1-g.1

Residential Future Land Use Designation Maximum Density

Future Land Use Designation		Dwelling Units per Gross Acre[5]
Agricultural Reserve	AGR	0.20 / 1[3]
Essential Housing	EH	8[6]
Agricultural Enclave[2]	AGE	---
Rural Residential, 1 unit per 20 acres	RR-20	0.05
Rural Residential, 1 unit per 10 acres	RR-10	0.10
Rural Residential, 1 unit per 5 acres	RR-5	0.20
Rural Residential, 1 unit per 2.5 acres	RR-2.5	0.40
Western Communities Residential	WCR	0.80
Low Residential, 1 unit per acre	LR-1	1
Low Residential, 2 unit per acre	LR-2	2
Low Residential, 3 unit per acre	LR-3	3
Medium Residential, 5 unit per acre	MR-5	5
High Residential, 8 unit per acre	HR-8	8
High Residential, 12 unit per acre	HR-12	12
High Residential, 18 unit per acre	HR-18	18
Congregate Living Residential	CLR	8/12[4]

1. The Entitlement density is 1 unit per lot or as follows: Rural Residential 0.05 du/acre; Western Communities Residential 0.05 du/acre; Low Residential 0.10 du/acre; Medium Residential 0.20 du/acre; and High Residential 0.40 du/acre, whichever is greater.
2. The density of an Agricultural Enclave shall be determined utilizing the provisions of s. 163.3162(5), Florida Statutes, and shall be clearly indicated in the Site Data of the adopted Conceptual Plan for each Agricultural Enclave.
3. See Agricultural Reserve Policy 1.5-h.
4. The CLR future land use designation allows a maximum density for a Congregate Living Facility Type 3 of up to 12 units per acre in the Urban/Suburban Tier, and up to 8 units per acre in the Agricultural Reserve Tier. See Congregate Living Residential Policy 2.2.1-l.
5. For the purposes of calculating the percentage of Workforce Housing Program units, the following units per acre are considered 'standard density' for each future land use designation: 1.5 for LR-2; 2 for LR-3; 4 for MR-5; 6 for HR-8; and 8 for HR-12 and HR-18. The remaining density shall be considered planned unit development density.
6. See Agricultural Reserve Policy 1.5.1-t.

Cotleur & Hearing

Planet Kids Annexation

Ordinance 17-26, 18-26, and 19-26

PZ-25-6511, 6512, 6513

February 17, 2026

Request

We are requesting the approval of:

- Voluntary Annexation of two contiguous parcels into the Town of Jupiter
- Future Land Use Amendment (RM-3 (County) -> RH)
- Rezoning (RH(County) -> R3)

Location

- The properties are located on the corner of 68th Terrace North and 174th Street North
- Currently part of the unincorporated Palm Beach County, but adjacent to existing Town Limits
- Along the planned Island Way South Corridor

Background

Google Maps | May 2024

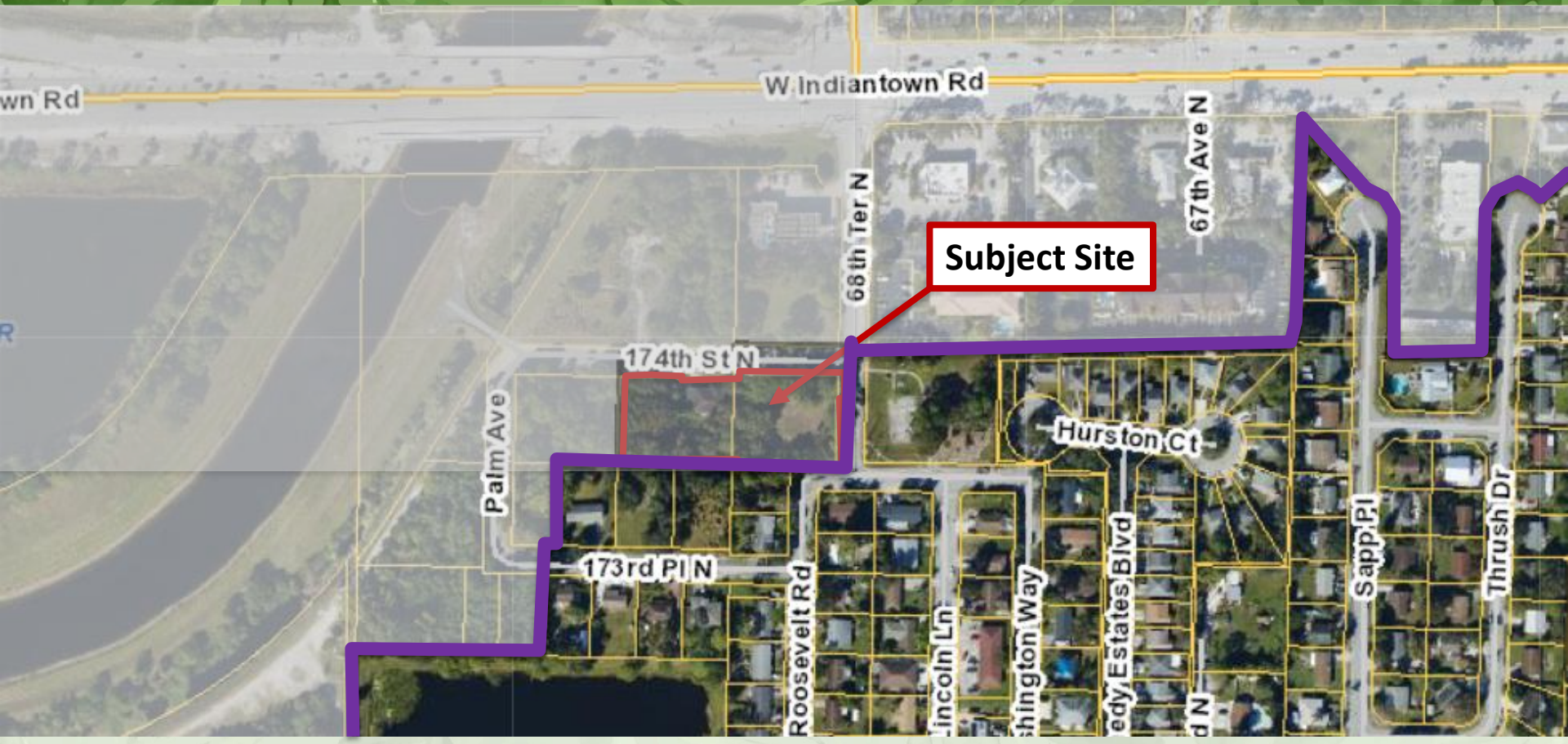
- East Parcel = Vacant
- West Parcel = 1 Single Family Home

- Total combined site area: **1.38 acres**

Current Municipal Boundary

= Current Municipal Boundary

Proposed Municipal Boundary



= Proposed Municipal Boundary

Existing Future Land Use

Existing PBC = **RM-5 (max 5 units per acre)**

Proposed Future Land Use

Proposed = **Residential High (max 6 units per acre)**

Existing Zoning Map

Existing PBC = **Residential High (RH)**

Proposed Zoning Map

Proposed = **Residential, Limited Multifamily (R3)**

Summary

Approval of these applications will:

- Annex two parcels totaling ±1.38 acres into the Town of Jupiter
- Maintain current land use & zoning pattern

Future Development Plan

- Site Plan & Special Exception applications submitted to Town of Jupiter
- Includes right-of-way dedication for Island Way South.

Cotleur & Hearing

Thank you

TOWN OF JUPITER
Purchase of Furniture and Fixtures for New JFRD Fire Stations

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approving Purchase of Furniture and Fixtures from JC White in the amount of $228,009, Piggybacking on the State of Florida Contract

EXECUTIVE SUMMARY

Staff is requesting approval to issue a purchase order for furniture and fixtures to JC White in the amount of $228,009.

To support the operational launch of the Fire Rescue Department, staff will purchase furniture and fixtures to outfit the two new fire stations under construction at Cinquez Park and Piatt Place. In order to provide housing and amenities for our firefighters 24/7/365, staff will purchase the following items: office furniture, bedroom furniture, which includes personal lockers, nightstands, writing desks and chairs, dining room chairs, counter-height chairs for the island, lobby furniture, and classroom and meeting furniture.

To meet critical station occupancy deadlines, the Town used a piggyback procurement method in accordance with Town policy. This purchase will use the State of Florida Contract (561200000-24-NY-ACS), valid through December 1, 2028. The State of Florida contract is based on a competitively-bid contract by the State of New York (561200000-24-NY-ACS).

ANALYSIS

Staff is requesting Town Council's approval to issue a purchase order to JC White for furniture and fixtures, piggybacking the State of Florida Contract (561200000-24-NY-ACS).

Approval of this purchase order will allow for the reception and installation of all furniture and fixtures, enabling us to occupy the stations for training by our June 8, 2026, deadline. Funding for this purchase was approved in the FY26 CIP - Facility FFE (31034022-552000-F2602).

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Quote - Piatt Furniture Package Piatt Place Fire Station
2. Quote - Cinquez Fire Station Furniture Package
3. State of Florida Contract 561200000-24-NY-ACS
4. State of New York, Contract 561200000-24-NY-ACS
5. Terms & Conditions PO
6. Procurement Memo JFRD FFE JC WHITE

FUNDING SOURCE

Amount of this Request	$228,009	
Amount Approved in Budget	$1,000,000	Sources: CIP - Facility FFE (31034022-552000-F2602)
Additional Funding Requested	$	Sources:

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

jcwhite
architectural interior products

QUOTE

Order Number	132215
Date	02/02/2026
Customer PO No	QUOTE
Customer Account	TOWN001 - N
Expiration Date	3/4/2026
Salesperson	Paula Villarroel
Project Number	
Terms	NET 30 DAYS
Page	1 of 8

Miami Gardens
1662 NW 215th St
Miami Gardens, FL 33056
Phone: 954-499-6677

West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

TO
TOWN OF JUPITER
210 MILITARY TRAIL
JUPITER, FL 33458

ATTN: A/P CONTACT

SHIP TO
PIATT PLACE FIRE STATION
500 N US 1
JUPITER, FL 33477

ATTN: KEVIN MARTIN
Phone: 561-741-2482
Email: KevinM@jupiter.fl.us

Prepared for : Paula Villarroel

PLEASE SEE OUR NEW BANK INFORMATION BELOW

Group	Quantity	Description	Unit Price	Extended Amount
01.LABOR	1.0	LABOR	19,000.00	19,000.00

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Lot	J C WHITE ARCH INTERIOR PRODS (JCW LABOR) TOWN OF JUPITER - PIATT PLACE FIRE STATION/LABOR LABOR TO DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY, 9-5 Tag: Tag TG: Z-LABOR	19,000.00	19,000.00
2	1.00 Each	JC WHITE ARCH INTERIOR PRODS (NON P/O) NOTE: GLOBAL, SITONIT, LACASSE, AND MODUFORM QUOTED ON STATE OF FLORIDA CONTRACT, 56120000-24-NY-ACS	0.00	0.00

Group	Quantity	Description	Unit Price	Extended Amount
02.ROOM 100	1.0	1ST FLOOR - COMMUNITY ROOM 100	9,681.32	9,681.32

Line	Quantity	Description	Unit Price	Extended Amount
3	12.00 Each	EXEMPLIS LLC 1061FT4.MB.AR1--SC27-FC2-~-CS6-MC21-~-FG2-ELEMENT-H2O-AC Movi, Nesting Chair, Mesh Back, Fixed Arm SC27:Fog FC2:Silver Base ~:Fog CS6:Hard Floor and Carpet Casters MC21:Nickel Mesh ~:No Selection FG2:Fabric Grade 2 ELEMENT:Element Color Selection H2O:Element H2O AC:Fully Assembled in Carton Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL	372.40	4,468.80
4	1.00 Each	GROUPE LACASSE LLC T1NNS-B207229B--(2)-SAH-SNO BOOKCASE CREDENZA W/DOORS, SILVER HNDL, 29"H (2):Two-Tone SAH:Wood Grain - Sahara SNO:Solid- Snow Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL	879.26	879.26
5	4.00 Each	GROUPE LACASSE LLC ST1NNS-MRCF1860V--SAH-- RECT FLIPTOP TABLE V BASE -SAME AS STANDARD BUT 18 INCHES	926.12	3,704.48

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architectural interior products

QUOTE

Order Number	132215
Date	02/02/2026
Customer PO No	QUOTE
Customer Account	TOWN001 - N
Expiration Date	3/4/2026
Salesperson	Paula Villarroel
Project Number	
Terms	NET 30 DAYS
Page	2 of 8

Miami Gardens
1662 NW 215th St
Miami Gardens, FL 33056
Phone: 954-499-6677

West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

		DEEP - 1" thermofused lam w/smooth edge, matching edge color, silver accent, 18x60" SAH:Wood Grain - Sahara -:QUOTE #- SPE166332 Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL		
6	1.00 Each	GROUPE LACASSE LLC TNNNN-LC242042--SAH LECTERN SAH:Wood Grain - Sahara Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL	628.78	628.78

Group	Quantity	Description	Unit Price	Extended Amount
03.LOBBY	1.0	1ST FLOOR - LOBBY 103	2,017.35	2,017.35

Line	Quantity	Description	Unit Price	Extended Amount
7	2.00 Each	GLOBAL INDUSTRIES, INC. 7875--~02-~ALLF-A27F-MTL-TTU-RF-~STD CITI, Fabric or Leather, 31"d x 30.375"w x 30"h, Lounge Chair, Std 2 Arms, Std with Round Metal Legs, GLOBAL SEATING USA ~02:Grade 02 ~ALLF:Allante Free (Global) A27F:1-Granite MTL:F-Metal Leg TTU:M-Tungsten TTU RF:M-Regular Foam ~STD:Commercial Furniture Offering Tag: Tag TG: B. LOBBY 103 Tag GC: 1ST FL	736.46	1,472.92
8	1.00 Each	GROUPE LACASSE LLC T1NNS-SQR2420DC--SAH SQUARE TABLE DISC BASE, - 1" thermofuse lam w/smooth edge, matching edge color, silver accent, 24"D SAH:Wood Grain - Sahara Tag: Tag TG: B. LOBBY 103 Tag GC: 1ST FL	544.43	544.43

Group	Quantity	Description	Unit Price	Extended Amount
04.ROOM 102	1.0	1ST FLOOR - MEDICAL TREATMENT 102	1,771.89	1,771.89

Line	Quantity	Description	Unit Price	Extended Amount
9	1.00 Each	GROUPE LACASSE LLC 31NN-DT2442A--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Full-Width Leg Pnl 24"(600MM)D x 42"(1050MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL	292.66	292.66
10	1.00 Each	EXEMPLIS LLC 1123.BK2.PMB.Y.AR4--FC13-BT1-BC4-CS6-YCC03-LB0-LA4-CH1-FABRIC-FG3-CARSON CV-GRAPHITE-KD Focus 2.0, Highback Polymer, Enhanced Synchro, Height-Adjustable FC13:Fog Frame BT1:5-Star Nylon	354.00	354.00

jcwhite
architectural interior products

QUOTE

Order Number	132215
Date	02/02/2026
Customer PO No	QUOTE
Customer Account	TOWN001 - N
Expiration Date	3/4/2026
Salesperson	Paula Villarroel
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Page	3 of 8

Miami Gardens
1662 NW 215th St
Miami Gardens, FL 33056
Phone: 954-499-6677

West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

		BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters YCC03:Fog LB0:No adjustable lumbar LA4:Fog CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection GRAPHITE:Carson Graphite KD:Knocked Down Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL		
11	1.00 Each	GROUPE LACASSE LLC T1NNS-SQR2420DC--SAH SQUARE TABLE DISC BASE, - 1" thermofuse lam w/smooth edge, matching edge color, silver accent, 24"D SAH:Wood Grain - Sahara Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL	544.43	544.43
12	2.00 Each	EXEMPLIS LLC 5652B3.A130--FABRIC-~-FG3-CARSON CV-GRAPHITE-G5 Focus, Side Chair, Upholstered Back, Silver Frame, A130 Arm FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 Selection CARSON CV:Carson CV Color Selection GRAPHITE:Carson Graphite G5:Standard Multi-Surface Glide Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL	290.40	580.80

Group	Quantity	Description	Unit Price	Extended Amount
05.OFFICE	1.0	2ND FLOOR - OFFICES 201 - 203	8,260.35	8,260.35

Line	Quantity	Description	Unit Price	Extended Amount
13	1.00 Each	GROUPE LACASSE LLC 31NE-S3672UF--(1)-(STDSEL)-SAH Desk,Rect.,Sngl. Ped Right,Full-Ht. Mod. Pnl,Low Profile,B/B/F,Sq. Silver Hndl 36"(900MM)D x 72"(1800MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-203 Tag GC: 2ND FL	754.02	754.02
14	2.00 Each	GROUPE LACASSE LLC 31NE-UF3672S--(1)-(STDSEL)-SAH Desk,Rect.,Sngl. Ped Left,Full-Ht. Mod. Pnl,Low Profile,B/B/F,Sq. Silver Hndl 36"(900MM)D x 72"(1800MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-203 Tag GC: 2ND FL	754.02	1,508.04
15	3.00 Each	GROUPE LACASSE LLC 3NNN-B366514--(STDSEL)-SAH Bookcase,Open,14"(350MM)D x 36"(900MM)W x 65"(1635MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-203 Tag GC: 2ND FL	397.03	1,191.09

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QUOTE

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Miami Gardens
1662 NW 215th St
Miami Gardens, FL 33056
Phone: 954-499-6677

West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

16	3.00 Each	EXEMPLIS LLC 1123.BK2.MB.Y.AR4--MC6-YCC03-LA2-FC13-BT1-BC4-CS6-CH1-FABRIC-FG3-ALAMO-25-0120707-0496-KD Focus 2.0, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adjustable Arms MC6:Nickel YCC03:Fog LA2:Nickel FC13:Fog Frame BT1:5-Star Nylon BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave KD:Knocked Down Tag: Tag TG: D.OFFICE 201-203 Tag GC: 2ND FL	394.00	1,182.00
17	6.00 Each	EXEMPLIS LLC 5642B3.A130--FABRIC-~-FG3-ALAMO-25-0120707-0496-C12 Focus, Side Chair, Upholstered Back, Silver Frame, with Casters, A130 Arm FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 Selection ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave C12:Hard Floor and Carpet Casters Tag: Tag TG: D.OFFICE 201-203 Tag GC: 2ND FL	322.40	1,934.40
18	1.00 Each	GROUPE LACASSE LLC S31NE-FF2448R--(1)-(STDSEL)-SAH Return,Exec.,Sngl. Ped Left,3/4-Ht. Mod. Pnl,Std Dwrs,F/F,Sq. Silver Hndl 24"(600MM)D x 48"(1200MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-203 Tag GC: 2ND FL	563.60	563.60
19	2.00 Each	GROUPE LACASSE LLC S31NE-R2448FF--(1)-(STDSEL)-SAH Return,Exec.,Sngl. Ped Right,3/4-Ht. Mod. Pnl,Std Dwrs,F/F,Sq. Silver Hndl 24"(600MM)D x 48"(1200MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-203 Tag GC: 2ND FL	563.60	1,127.20

Group	Quantity	Description	Unit Price	Extended Amount
06.OFFICE	1.0	2ND FLOOR - OFFICE 209	4,773.97	4,773.97

Line	Quantity	Description	Unit Price	Extended Amount
20	1.00 Each	GROUPE LACASSE LLC 31NE-2436B--(1)-(STDSEL)-SAH Bookcase Unit,w/Doors,Sq. Silver Hndl 24"(600MM)D x 36"(900MM)W x 29"(735MM)H (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara	466.90	466.90

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QUOTE

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		Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL		
21	1.00 Each	GROUPE LACASSE LLC 31NN-CM3624S--(1)-(STDSEL)-SAH Corner Module,Full-Ht. Mod. Pnl 36"(900MM)D x 36"(900MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL	397.03	397.03
22	1.00 Each	GROUPE LACASSE LLC 31NN-DT2454BR--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Recessed Leg Pnl,Right 24"(600MM)D x 54"(1350MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL	328.87	328.87
23	1.00 Each	GROUPE LACASSE LLC 31NN-DT2454C--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,2 Recessed Leg Pnls 24"(600MM)D x 54"(1350MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL	328.87	328.87
24	1.00 Each	GROUPE LACASSE LLC 31NN-DT2460BL--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Recessed Leg Pnl,Left 24"(600MM)D x 60"(1500MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL	345.06	345.06
25	1.00 Each	GROUPE LACASSE LLC 3NNN-E364416--(STDSEL)-SAH Hutch,Open,16"(400MM)D x 36"(900MM)W x 44"(1099MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL	339.52	339.52
26	2.00 Each	GROUPE LACASSE LLC 3NNN-EM541716P--(STDSEL)-SAH Hutch,w/Doors,Wall-Mounted,16"(400MM)D x 54"(1350MM)W x 17"(427MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL	495.86	991.72
27	4.00 Each	EXEMPLIS LLC 1123.BK2.MB.Y.AR4--MC6-YCC03-LA2-FC13-BT1-BC4-CS6-CH1-FABRIC-FG3-ALAMO-25-0120707-0496-KD Focus 2.0, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adjustable Arms MC6:Nickel YCC03:Fog LA2:Nickel FC13:Fog Frame BT1:5-Star Nylon BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters CH1:Standard Cylinder	394.00	1,576.00

		FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave KD:Knocked Down Tag: Tag TG: E.OFFICE 209 Tag GC: 2ND FL		

Group	Quantity	Description	Unit Price	Extended Amount
07.KITCHEN	1.0	2ND FLOOR - KITCHEN 205 & DINING 204	5,691.20	5,691.20

Line	Quantity	Description	Unit Price	Extended Amount
28	12.00 Each	EXEMPLIS LLC 1123.BK2.PMB.Y.AR4--FC13-BT1-BC4-CS6-YCC03-LB0-LA4-CH1-FABRIC-FG3-CARSON CV-GRAPHITE-KD Focus 2.0, Highback Polymer, Enhanced Synchro, Height-Adjustable FC13:Fog Frame BT1:5-Star Nylon BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters YCC03:Fog LB0:No adjustable lumbar LA4:Fog CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection GRAPHITE:Carson Graphite KD:Knocked Down Tag: Tag TG: F.DINING 204 Tag GC: 2ND FL	354.00	4,248.00
29	8.00 Each	EXEMPLIS LLC 1051FT1.PSS9--FC2-GL1-SC15 Rio, 24" Counter Stool, Plastic Seat & Back, Armless FC2:Silver Frame GL1:Standard Multi-Surface Glide SC15:Lagoon Tag: Tag TG: G.KITCHEN 205 Tag GC: 2ND FL	180.40	1,443.20

Group	Quantity	Description	Unit Price	Extended Amount
08.BUNKRMS	1.0	2ND FLOOR - BUNK ROOMS	59,893.90	59,893.90

Line	Quantity	Description	Unit Price	Extended Amount
30	11.00 Each	GROUPE LACASSE LLC H1NEN-181829US--(1)-(STDSEL)-SAH NEOCASE BEDSIDE CABINET 18"D X 18"W X 29"H (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: H.BUNK RMS Tag GC: 2ND FL	394.05	4,334.55
31	44.00 Each	GROUPE LACASSE LLC SR1VNK-181672LDNR1--(1)-(STDSEL)-SAH-- WARDROBE, 1 LEVEL, 1 DOOR- SAME AS STANDARD BUT WITH ADDITIONAL FIXED SHELF 12"H ABOVE THE BASE. 18"D X 16"W X 72"H (1):Single-Tone	867.76	38,181.44

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QUOTE

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Fax: 561-651-1091

		(STDSEL):Standard Selection SAH:Wood Grain - Sahara -:QUOTE #- SPE166267 Tag: Tag TG: H.BUNK RMS Tag GC: 2ND FL		
32	11.00 Each	GROUPE LACASSE LLC 31NN-DT2436A--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Full-Width Leg Pnl 24"(600MM)D x 36"(900MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: H.BUNK RMS Tag GC: 2ND FL	274.77	3,022.47
33	11.00 Each	EXEMPLIS LLC 1061FT4.MB.AR1--SC27-FC2-~-CS6-MC21-~-FG2-ELEMENT-H2O-AC Movi, Nesting Chair, Mesh Back, Fixed Arm SC27:Fog FC2:Silver Base ~:Fog CS6:Hard Floor and Carpet Casters MC21:Nickel Mesh ~:No Selection FG2:Fabric Grade 2 ELEMENT:Element Color Selection H2O:Element H2O AC:Fully Assembled in Carton Tag: Tag TG: H.BUNK RMS Tag GC: 2ND FL	372.40	4,096.40
34	11.00 Each	MODUFORM INC MTFIVS3880H--- MATTRESS INNERSPRING, HEXCEL INNERSPRING MATTRESS, HEXCEL COVER, 38X80X8" -:Quote #- MODUFORM QT_0000446 Tag: Tag TG: H.BUNK RMS Tag GC: 2ND FL	517.92	5,697.12
35	11.00 Each	MODUFORM INC RM26-BK----- BED WITH RECESSED LEGS, TWIN BED METAL FRAME, SINGLE SLEEP SURFACE, NO HEADBOARD OR FOOTBOARD -:Natural Oak -:Quote #- MODUFORM QT_0000446 Tag: Tag TG: H.BUNK RMS Tag GC: 2ND FL	414.72	4,561.92

Group	Quantity	Description	Unit Price	Extended Amount
09.EMS	1.0	EMS TRAINING 217	1,053.50	1,053.50

Line	Quantity	Description	Unit Price	Extended Amount
36	1.00 Each	GROUPE LACASSE LLC T1NNS-B207236B--(2)-SAH-SNO BOOKCASE CREDENZA W/DOORS, SILVER HNDL, 36"H (2):Two-Tone SAH:Wood Grain - Sahara SNO:Solid- Snow	1,053.50	1,053.50

Group	Quantity	Description	Unit Price	Extended Amount
10.STORAGE	1.0	STORAGE 228	3,471.04	3,471.04

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Fax: 561-651-1091

Line	Quantity	Description	Unit Price	Extended Amount
37	4.00 Each	GROUPE LACASSE LLC SR1VNK-181672LDNR1--(1)-(STDSEL)-SAH-- WARDROBE, 1 LEVEL, 1 DOOR- SAME AS STANDARD BUT WITH ADDITIONAL FIXED SHELF 12"H ABOVE THE BASE. 18"D X 16"W X 72"H (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara -:QUOTE #- SPE166267 Tag: Tag TG: I.STORAGE 228 Tag GC: 2ND FL Tag T3: NEW LINE	867.76	3,471.04

Group	Quantity	Description	Unit Price	Extended Amount
11.FREIGHT	1.0	FREIGHT & SURCHARGES	0.00	0.00

Line	Quantity	Description	Unit Price	Extended Amount
38	1.00 Each	JC WHITE ARCH INTERIOR PRODS (NON P/O) NOTE: TARIFF SURCHARGE - JC WHITE RESERVES THE RIGHT TO ADJUST THIS CHARGE BASED ON MARKET CONDITIONS.	0.00	0.00

Order Sub-Total :	$115,614.52
TOTAL ORDER :	**$115,614.52**
Required Deposit 50.00% :	$57,807.26

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Wire/ACH Payments:
BankUnited
Acct: 9856563447
Routing: 267 090 594

ANY QUESTIONS, PLEASE CONTACT ACCOUNTSRECEIVABLE@JCWHITE.COM

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West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

TO
TOWN OF JUPITER
210 MILITARY TRAIL
JUPITER, FL 33458

ATTN: A/P CONTACT

SHIP TO
CINQUEZ FIRE STATION
2197 W INDIANTOWN RD
JUPITER, FL 33458

ATTN: KEVIN MARTIN
Phone: 561-741-2482
Email: KevinM@jupiter.fl.us

Prepared for : Paula Villarroel

PLEASE SEE OUR NEW BANK INFORMATION BELOW

Group	Quantity	Description	Unit Price	Extended Amount
01.LABOR	1.0	LABOR	19,000.00	19,000.00

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Lot	J C WHITE ARCH INTERIOR PRODS (JCW LABOR) TOWN OF JUPITER - CINQUEZ FIRE STATION/LABOR LABOR TO DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY, 9-5 Tag: Tag TG: Z-LABOR	19,000.00	19,000.00
2	1.00 Each	JC WHITE ARCH INTERIOR PRODS (NON P/O) NOTE GLOBAL, SITONIT, LACASSE, AND MODUFORM QUOTED ON STATE OF FLORIDA CONTRACT, 56120000-24-NY-ACS	0.00	0.00

Group	Quantity	Description	Unit Price	Extended Amount
02.ROOM 100	1.0	1ST FLOOR - COMMUNITY ROOM 100	9,681.32	9,681.32

Line	Quantity	Description	Unit Price	Extended Amount
3	12.00 Each	EXEMPLIS LLC 1061FT4.MB.AR1--SC27-FC2-~-CS6-MC21-~-FG2-ELEMENT-H2O-AC Movi, Nesting Chair, Mesh Back, Fixed Arm SC27:Fog FC2:Silver Base ~:Fog CS6:Hard Floor and Carpet Casters MC21:Nickel Mesh ~:No Selection FG2:Fabric Grade 2 ELEMENT:Element Color Selection H2O:Element H2O AC:Fully Assembled in Carton Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL	372.40	4,468.80
4	1.00 Each	GROUPE LACASSE LLC T1NNS-B207229B--(2)-SAH-SNO BOOKCASE CREDENZA W/DOORS, SILVER HNDL, 29"H (2):Two-Tone SAH:Wood Grain - Sahara SNO:Solid- Snow Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL	879.26	879.26
5	4.00 Each	GROUPE LACASSE LLC ST1NNS-MRCF1860V--SAH-- RECT FLIPTOP TABLE V BASE -SAME AS STANDARD BUT 18 INCHES	926.12	3,704.48

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		DEEP - 1" thermofused lam w/smooth edge, matching edge color, silver accent, 18x60" SAH:Wood Grain - Sahara -:QUOTE #- SPE166332 Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL		
6	1.00 Each	GROUPE LACASSE LLC TNNNN-LC242042--SAH LECTERN SAH:Wood Grain - Sahara Tag: Tag TG: A.COMMUNITY RM 100 Tag GC: 1ST FL	628.78	628.78

Group	Quantity	Description	Unit Price	Extended Amount
03.LOBBY	1.0	1ST FLOOR - LOBBY 103	2,017.35	2,017.35

Line	Quantity	Description	Unit Price	Extended Amount
7	2.00 Each	GLOBAL INDUSTRIES, INC. 7875--~02-~ALLF-A27F-MTL-TTU-RF-~STD CITI, Fabric or Leather, 31"d x 30.375"w x 30"h, Lounge Chair, Std 2 Arms, Std with Round Metal Legs, GLOBAL SEATING USA ~02:Grade 02 ~ALLF:Allante Free (Global) A27F:1-Granite MTL:F-Metal Leg TTU:M-Tungsten TTU RF:M-Regular Foam ~STD:Commercial Furniture Offering Tag: Tag TG: B. LOBBY 103 Tag GC: 1ST FL	736.46	1,472.92
8	1.00 Each	GROUPE LACASSE LLC T1NNS-SQR2420DC--SAH SQUARE TABLE DISC BASE, - 1" thermofuse lam w/smooth edge, matching edge color, silver accent, 24"D SAH:Wood Grain - Sahara Tag: Tag TG: B. LOBBY 103 Tag GC: 1ST FL	544.43	544.43

Group	Quantity	Description	Unit Price	Extended Amount
04.ROOM 102	1.0	1ST FLOOR - MEDICAL TREATMENT 102	1,771.89	1,771.89

Line	Quantity	Description	Unit Price	Extended Amount
9	1.00 Each	GROUPE LACASSE LLC 31NN-DT2442A--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Full-Width Leg Pnl 24"(600MM)D x 42"(1050MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL	292.66	292.66
10	1.00 Each	EXEMPLIS LLC 1123.BK2.PMB.Y.AR4--FC13-BT1-BC4-CS6-YCC03-LB0-LA4-CH1-FABRIC-FG3-CARSON CV-GRAPHITE-KD Focus 2.0, Highback Polymer, Enhanced Synchro, Height-Adjustable FC13:Fog Frame BT1:5-Star Nylon	354.00	354.00

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		BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters YCC03:Fog LB0:No adjustable lumbar LA4:Fog CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection GRAPHITE:Carson Graphite KD:Knocked Down Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL		
11	1.00 Each	GROUPE LACASSE LLC T1NNS-SQR2420DC--SAH SQUARE TABLE DISC BASE, - 1" thermofuse lam w/smooth edge, matching edge color, silver accent, 24"D SAH:Wood Grain - Sahara Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL	544.43	544.43
12	2.00 Each	EXEMPLIS LLC 5652B3.A130--FABRIC-~-FG3-CARSON CV-GRAPHITE-G5 Focus, Side Chair, Upholstered Back, Silver Frame, A130 Arm FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 Selection CARSON CV:Carson CV Color Selection GRAPHITE:Carson Graphite G5:Standard Multi-Surface Glide Tag: Tag TG: C.MED TREATMENT 102 Tag GC: 1ST FL	290.40	580.80

Group	Quantity	Description	Unit Price	Extended Amount
05.OFFICE	1.0	2ND FLOOR - OFFICES 201 - 202	5,506.90	5,506.90

Line	Quantity	Description	Unit Price	Extended Amount
13	1.00 Each	GROUPE LACASSE LLC 31NE-S3672UF--(1)-(STDSEL)-SAH Desk,Rect.,Sngl. Ped Right,Full-Ht. Mod. Pnl,Low Profile,B/B/F,Sq. Silver Hndl 36"(900MM)D x 72"(1800MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-202 Tag GC: 2ND FL	754.02	754.02
14	1.00 Each	GROUPE LACASSE LLC 31NE-UF3672S--(1)-(STDSEL)-SAH Desk,Rect.,Sngl. Ped Left,Full-Ht. Mod. Pnl,Low Profile,B/B/F,Sq. Silver Hndl 36"(900MM)D x 72"(1800MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-202 Tag GC: 2ND FL	754.02	754.02
15	2.00 Each	GROUPE LACASSE LLC 3NNN-B366514--(STDSEL)-SAH Bookcase,Open,14"(350MM)D x 36"(900MM)W x 65"(1635MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-202 Tag GC: 2ND FL	397.03	794.06

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16	2.00 Each	EXEMPLIS LLC 1123.BK2.MB.Y.AR4--MC6-YCC03-LA2-FC13-BT1-BC4-CS6-CH1-FABRIC-FG3-ALAMO-25-0120707-0496-KD Focus 2.0, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adjustable Arms MC6:Nickel YCC03:Fog LA2:Nickel FC13:Fog Frame BT1:5-Star Nylon BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave KD:Knocked Down Tag: Tag TG: D.OFFICE 201-202 Tag GC: 2ND FL	394.00	788.00
17	4.00 Each	EXEMPLIS LLC 5642B3.A130--FABRIC-~-FG3-ALAMO-25-0120707-0496-C12 Focus, Side Chair, Upholstered Back, Silver Frame, with Casters, A130 Arm FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 Selection ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave C12:Hard Floor and Carpet Casters Tag: Tag TG: D.OFFICE 201-202 Tag GC: 2ND FL	322.40	1,289.60
18	1.00 Each	GROUPE LACASSE LLC S31NE-FF2448R--(1)-(STDSEL)-SAH Return,Exec.,Sngl. Ped Left,3/4-Ht. Mod. Pnl,Std Dwrs,F/F,Sq. Silver Hndl 24"(600MM)D x 48"(1200MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-202 Tag GC: 2ND FL	563.60	563.60
19	1.00 Each	GROUPE LACASSE LLC S31NE-R2448FF--(1)-(STDSEL)-SAH Return,Exec.,Sngl. Ped Right,3/4-Ht. Mod. Pnl,Std Dwrs,F/F,Sq. Silver Hndl 24"(600MM)D x 48"(1200MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: D.OFFICE 201-202 Tag GC: 2ND FL	563.60	563.60

Group	Quantity	Description	Unit Price	Extended Amount
06.OFFICE	1.0	2ND FLOOR - OFFICE 204	4,977.44	4,977.44

Line	Quantity	Description	Unit Price	Extended Amount
20	1.00 Each	GROUPE LACASSE LLC 31NE-UF3672S--(1)-(STDSEL)-SAH Desk,Rect.,Sngl. Ped Left,Full-Ht. Mod. Pnl,Low Profile,B/B/F,Sq. Silver Hndl 36"(900MM)D x 72"(1800MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara	754.02	754.02

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QUOTE

Order Number	132214
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Miami Gardens
1662 NW 215th St
Miami Gardens, FL 33056
Phone: 954-499-6677

West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

		Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL		
21	1.00 Each	GROUPE LACASSE LLC 3NNN-B366514--(STDSEL)-SAH Bookcase,Open,14"(350MM)D x 36"(900MM)W x 65"(1635MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL	397.03	397.03
22	1.00 Each	GROUPE LACASSE LLC 3NNN-EM481716R--(STDSEL)-SAH Hutch,w/2 Doors,Right/Open Stg.,Right,Wall-Mounted,16"(400MM)D x 48"(1200MM)W x 17"(427MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL	385.53	385.53
23	1.00 Each	GROUPE LACASSE LLC LGC-LED44 LED Task Lights, 44" Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL	449.86	449.86
24	1.00 Each	EXEMPLIS LLC 1123.BK2.MB.Y.AR4--MC6-YCC03-LA2-FC13-BT1-BC4-CS6-CH1-FABRIC-FG3-ALAMO-25-0120707-0496-KD Focus 2.0, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adjustable Arms MC6:Nickel YCC03:Fog LA2:Nickel FC13:Fog Frame BT1:5-Star Nylon BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave KD:Knocked Down Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL	394.00	394.00
25	4.00 Each	EXEMPLIS LLC 5642B3.A130--FABRIC-~-FG3-ALAMO-25-0120707-0496-C12 Focus, Side Chair, Upholstered Back, Silver Frame, with Casters, A130 Arm FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 Selection ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave C12:Hard Floor and Carpet Casters Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL	322.40	1,289.60
26	1.00 Each	GROUPE LACASSE LLC LGC-TK4817M--(GR1)-CPT-07 Wall-Mount Tackboards, 48 x x 17 (GR1):Grade 1 CPT:UC Crepe 07:Crepe - Stone Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL	214.28	214.28
27	1.00 Each	GROUPE LACASSE LLC S31NE-R2448FF--(1)-(STDSEL)-SAH Return,Exec.,Sngl. Ped Right,3/4-Ht. Mod. Pnl,Std Dwrs,F/F,Sq. Silver Hndl	563.60	563.60

		24"(600MM)D x 48"(1200MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL		
28	1.00 Each	GROUPE LACASSE LLC T1NNK-R3629XB--SAH ROUND TABLE X BASE, - 1" thermofused lam w/smooth edge, matching edge color, black accent, 36"D SAH:Wood Grain - Sahara Tag: Tag TG: E.OFFICE 204 Tag GC: 2ND FL	529.52	529.52

Group	Quantity	Description	Unit Price	Extended Amount
07.OFFICE	1.0	2ND FLOOR - FIREFIGHTERS OFFICE 210	4,773.97	4,773.97

Line	Quantity	Description	Unit Price	Extended Amount
29	1.00 Each	GROUPE LACASSE LLC 31NE-2436B--(1)-(STDSEL)-SAH Bookcase Unit,w/Doors,Sq. Silver Hndl 24"(600MM)D x 36"(900MM)W x 29"(735MM)H (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL	466.90	466.90
30	1.00 Each	GROUPE LACASSE LLC 31NN-CM3624S--(1)-(STDSEL)-SAH Corner Module,Full-Ht. Mod. Pnl 36"(900MM)D x 36"(900MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL	397.03	397.03
31	1.00 Each	GROUPE LACASSE LLC 31NN-DT2454BL--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Recessed Leg Pnl,Left 24"(600MM)D x 54"(1350MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL	328.87	328.87
32	1.00 Each	GROUPE LACASSE LLC 31NN-DT2454C--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,2 Recessed Leg Pnls 24"(600MM)D x 54"(1350MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL	328.87	328.87
33	1.00 Each	GROUPE LACASSE LLC 31NN-DT2460BR--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Recessed Leg Pnl,Right 24"(600MM)D x 60"(1500MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara	345.06	345.06

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QUOTE

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Miami Gardens
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West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
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		Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL		
34	1.00 Each	GROUPE LACASSE LLC 3NNN-E364416--(STDSEL)-SAH Hutch,Open,16"(400MM)D x 36"(900MM)W x 44"(1099MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL	339.52	339.52
35	2.00 Each	GROUPE LACASSE LLC 3NNN-EM541716P--(STDSEL)-SAH Hutch,w/Doors,Wall-Mounted,16"(400MM)D x 54"(1350MM)W x 17"(427MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL	495.86	991.72
36	4.00 Each	EXEMPLIS LLC 1123.BK2.MB.Y.AR4--MC6-YCC03-LA2-FC13-BT1-BC4-CS6-CH1-FABRIC-FG3-ALAMO-25-0120707-0496-KD Focus 2.0, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adjustable Arms MC6:Nickel YCC03:Fog LA2:Nickel FC13:Fog Frame BT1:5-Star Nylon BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 ALAMO:Alamo Color Selection 25-0120707-0496:Alamo Wave KD:Knocked Down Tag: Tag TG: F.OFFICE 210 Tag GC: 2ND FL	394.00	1,576.00

Group	Quantity	Description	Unit Price	Extended Amount
08.KITCHEN	1.0	2ND FLOOR - KITCHEN 208 & DINING 205	5,691.20	5,691.20

Line	Quantity	Description	Unit Price	Extended Amount
37	12.00 Each	EXEMPLIS LLC 1123.BK2.PMB.Y.AR4--FC13-BT1-BC4-CS6-YCC03-LB0-LA4-CH1-FABRIC-FG3-CARSON CV-GRAPHITE-KD Focus 2.0, Highback Polymer, Enhanced Synchro, Height-Adjustable FC13:Fog Frame BT1:5-Star Nylon BC4:Fog Nylon Base CS6:Hard Floor and Carpet Casters YCC03:Fog LB0:No adjustable lumbar LA4:Fog CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection GRAPHITE:Carson Graphite KD:Knocked Down Tag: Tag TG: H.DINING 205 Tag GC: 2ND FL	354.00	4,248.00
38	8.00	EXEMPLIS LLC	180.40	1,443.20

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	Each	1051FT1.PSS9--FC2-GL1-SC15 Rio, 24" Counter Stool, Plastic Seat & Back, Armless FC2:Silver Frame GL1:Standard Multi-Surface Glide SC15:Lagoon Tag: Tag TG: H.KITCHEN 208 Tag GC: 2ND FL		

Group	Quantity	Description	Unit Price	Extended Amount
09.BUNKRMS	1.0	2ND FLOOR - BUNK ROOMS	54,449.00	54,449.00

Line	Quantity	Description	Unit Price	Extended Amount
39	10.00 Each	GROUPE LACASSE LLC H1NEN-181829US--(1)-(STDSEL)-SAH NEOCASE BEDSIDE CABINET 18"D X 18"W X 29"H (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: I.BUNK RMS Tag GC: 2ND FL	394.05	3,940.50
40	40.00 Each	GROUPE LACASSE LLC SR1VNK-181672LDNR1--(1)-(STDSEL)-SAH-- WARDROBE, 1 LEVEL, 1 DOOR- SAME AS STANDARD BUT WITH ADDITIONAL FIXED SHELF 12"H ABOVE THE BASE. 18"D X 16"W X 72"H (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara -:QUOTE #- SPE166267 Tag: Tag TG: I.BUNK RMS Tag GC: 2ND FL	867.76	34,710.40
41	10.00 Each	GROUPE LACASSE LLC 31NN-DT2436A--(1)-(STDSEL)-SAH Table,Rectangular,Shell,3/4-Ht. Mod. Pnl,Full-Width Leg Pnl 24"(600MM)D x 36"(900MM)W (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara Tag: Tag TG: I.BUNK RMS Tag GC: 2ND FL	274.77	2,747.70
42	10.00 Each	EXEMPLIS LLC 1061FT4.MB.AR1--SC27-FC2-~-CS6-MC21-~-FG2-ELEMENT-H2O-AC Movi, Nesting Chair, Mesh Back, Fixed Arm SC27:Fog FC2:Silver Base ~:Fog CS6:Hard Floor and Carpet Casters MC21:Nickel Mesh ~:No Selection FG2:Fabric Grade 2 ELEMENT:Element Color Selection H2O:Element H2O AC:Fully Assembled in Carton Tag: Tag TG: I.BUNK RMS Tag GC: 2ND FL	372.40	3,724.00
43	10.00 Each	MODUFORM INC MTFIVS3880H--- MATTRESS INNERSPRING, HEXCEL INNERSPRING MATTRESS, HEXCEL COVER, 38X80X8" -:Quote #- MODUFORM QT_0000446 Tag: Tag TG: I.BUNK RMS Tag GC: 2ND FL	517.92	5,179.20

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44	10.00 Each	MODUFORM INC RM26-BK----- BED WITH RECESSED LEGS, TWIN BED METAL FRAME, SINGLE SLEEP SURFACE, NO HEADBOARD OR FOOTBOARD -:Natural Oak -:Quote #- MODUFORM QT_0000446 Tag: Tag TG: I.BUNK RMS Tag GC: 2ND FL	414.72	4,147.20

Group	Quantity	Description	Unit Price	Extended Amount
10.EMS	1.0	EMS TRAINING 217	1,053.50	1,053.50

Line	Quantity	Description	Unit Price	Extended Amount
45	1.00 Each	GROUPE LACASSE LLC T1NNS-B207236B--(2)-SAH-SNO BOOKCASE CREDENZA W/DOORS, SILVER HNDL, 36"H (2):Two-Tone SAH:Wood Grain - Sahara SNO:Solid- Snow	1,053.50	1,053.50

Group	Quantity	Description	Unit Price	Extended Amount
11.STORAGE	1.0	STORAGE 228	3,471.04	3,471.04

Line	Quantity	Description	Unit Price	Extended Amount
46	4.00 Each	GROUPE LACASSE LLC SR1VNK-181672LDNR1--(1)-(STDSEL)-SAH-- WARDROBE, 1 LEVEL, 1 DOOR- SAME AS STANDARD BUT WITH ADDITIONAL FIXED SHELF 12"H ABOVE THE BASE. 18"D X 16"W X 72"H (1):Single-Tone (STDSEL):Standard Selection SAH:Wood Grain - Sahara -:QUOTE #- SPE166267 Tag: Tag TG: J.STORAGE 228 Tag GC: 2ND FL Tag T3: NEW LINE	867.76	3,471.04

Group	Quantity	Description	Unit Price	Extended Amount
12.FREIGHT	1.0	FREIGHT & SURCHARGES	0.00	0.00

Line	Quantity	Description	Unit Price	Extended Amount
47	1.00 Each	JC WHITE ARCH INTERIOR PRODS (NON P/O) NOTE: TARIFF SURCHARGE - JC WHITE RESERVES THE RIGHT TO ADJUST THIS CHARGE BASED ON MARKET CONDITIONS.	0.00	0.00

Order Sub-Total :	$112,393.61
TOTAL ORDER :	**$112,393.61**
Required Deposit 50.00% :	$56,196.81

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Wire/ACH Payments:

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West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

BankUnited
Acct: 9856563447
Routing: 267 090 594

ANY QUESTIONS, PLEASE CONTACT ACCOUNTSRECEIVABLE@JCWHITE.COM

Section 1 Effective Dates 10/25/2024 to 1/1/2028 pg. 1 Section11.3 Cooperative Purchasing Allows entities to purchase under their own governing laws.pg. 18 Section 3 states the contractor will bide by any terms of the purchase orders issued from the contract. pg. 2 - our purchase orders State that they are governed by Palm Beach County, FL.

Department of MANAGEMENT SERVICES
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Enterprise Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

This Enterprise Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types ("Term Contract"), is between the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and Haworth, Inc. ("Contractor"), located at One Haworth Center, Holland, MI 49423; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services;

WHEREAS, the State of New York, competitively procured Furniture, All Types and executed contract No. PC70207, Furniture, All Types ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective on December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has five years of renewals available. This Term Contract will become effective on October 25, 2024 or on the date signed by all Parties, whichever is later. This Term Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with the Exhibit B, Enterprise Standard Terms and Conditions.

2. **Order of Precedence.**

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document and Exhibits A, B, C, and D constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

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a) This contract document
b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
c) Exhibit B, Enterprise Standard Terms and Conditions
d) Exhibit C, Price Sheet
e) Exhibit D, PUR 7801, Vendor Certification Form
f) Exhibit E, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Corinna Azard
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 410-0978
Email: Corrina.Azard@dms.fl.gov

Contractor's Contract Manager:
Hayleigh Bosmeijer
Haworth, Inc.
One Haworth Center
Holland, MI 49423
Telephone: (616) 393-3000
Email: Hayleigh.Bosmeijer@Haworth.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

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5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

HAWORTH, INC.	**DEPARTMENT OF MANAGEMENT SERVICES**
Signed by: Matthew Corl 03D28A2A0F704F6...	DocuSigned by: Pedro Allende C94713929499485...
Matthew Corl, Manager	**Pedro Allende, Secretary**
11/14/2024 | 4:32 PM EST	11/19/2024 | 9:22 AM EST
Date:	**Date:**

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The Contractor will have 90 calendar days from Term Contract execution to implement a mandatory punchout catalog for this Contract. <delete if not required> The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor

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warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

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Exhibit B

Department of
MANAGEMENT
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ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Exhibit D
Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Choose an item.	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

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Determined by Vendor	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
Determined by Vendor	Choose an item.	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Required	Choose an item.	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in

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		accordance with section 287.1346, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Name

FEIN

Signatory

Signature Date

Typed or Printed Name

Title

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Solicitation (REVISED 6/9/23)

BID OPENING **DATE: June 28, 2023** **TIME:** 1:30 P.M. EST **SOLICITATION NUMBER: 23295**	**TITLE: Group 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide)** **Classification Codes: 56**
CONTRACT PERIOD: **Upon Execution of Contract for a Period of Five Years**	
DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law § 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.	
Primary Designated Contacts	
Bradford Deforge Contract Management Specialist I Telephone No. (518) 473-3876 E-mail address: OGS.sm.PS.Furniture@ogs.ny.gov	Cheri McCullough Contract Management Specialist 2 Telephone No. (518) 402-5552 E-mail address: OGS.sm.PS.Furniture@ogs.ny.gov
For MWBE Questions Only Lori Brodhead Telephone No. (518) 486-9866 Email Address: MWBE@ogs.ny.gov	**For SDVOB Questions Only** NYS Division of Service-Disabled Veterans' Business Development Telephone No. (518) 474-2015 Email Address: VeteransDevelopment@ogs.ny.gov
For INSURANCE Questions Only New York State Office of General Services Bureau of Risk and Insurance Management Telephone No. (518) 473-0310 E-mail address: ogs.sm.insrev@ogs.ny.gov	

Bidder's Federal Tax Identification Number: *(Do Not Use Social Security Number)*		**NYS Vendor Identification Number:** *(See New York State Vendor File Registration Clause)*		
Legal Business Name of Company Bidding:				
D/B/A – Doing Business As (if applicable):				
Street	City	State	County	Zip Code
E-mail Address:	Company Web Site:			

If applicable, place an "x" in the appropriate box(es) *(check all that apply)*			
☐ NYS Small Business # Employees	☐ Service Disabled Veteran Owned Business	☐ NYS Minority Owned Business	☐ NYS Women Owned Business

If you are not bidding, place an "x" in the box and return this page only.
☐ WE ARE NOT BIDDING AT THIS TIME BECAUSE:

FOR PROCUREMENT SERVICES USE ONLY

LITERATURE ☐	LETTER ☐	USB FLASH DRIVE ☐	# of Binders/Packages: _____
PURC. MEMO ☐	OTHER ☐	_____	Documented by: _____

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 120 days from the date of submission to the New York State ("NYS") Office of General Services ("OGS"), or for such longer period as is set forth in the Invitation for Bids.

2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Invitation for Bids.

3. The Bidder has read and understands the provisions of the Invitation for Bids, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).

4. The information contained in this Bid is complete, true, and accurate.

5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at https://ogs.ny.gov/acpl.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

_____
Print Full Bidder Entity Name

By: _____
Signature of Person Authorized to
Legally Bind the Bidder

_____
Print Name of Signatory

_____
Print Title of Signatory

_____
Date

RETURN THIS PAGE AS PART OF BID

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SECTION 1 INTRODUCTION

1.1 Overview

This Solicitation is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for certain furniture products as specified herein for all Authorized Users eligible to purchase through this Solicitation. OGS is a New York State Agency authorized by law to establish Centralized Contracts for use by NYS Agencies and other Authorized Users, as that term is defined by State Finance Law Section 163(1)(k). The purpose of this Solicitation is to award multiple Contracts for furniture to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 – Bidder Qualifications and Service Requirements, and whose product offerings meet the scope of this Solicitation, as detailed in Section 1.2 – Scope. The Contract(s) awarded as a result of this Solicitation will be for use by New York State Agencies and other Authorized Users (see Section 5.32 – Non-State Agencies Participation in Centralized Contracts) Statewide. Accordingly, references to the State and its Agencies as Authorized Users under this Solicitation and the ensuing Contract(s)shall encompass all such entities within the definition of "Authorized User" set forth in Appendix B – General Specifications.

Contract awards will be made to all responsive and responsible Bidders who meet qualifications as detailed in Section 2 - *Bidder Qualifications and Service Requirements* and whose pricing is determined to be reasonable by OGS. The prices proposed by Bidders in response to this Solicitation are to be based upon discounts from Manufacturer List Prices.

The Contracts resulting from the Solicitation will be multiple-award, statewide, Centralized Contracts. When making purchases from the Contracts resulting from the Solicitation, Authorized Users shall procure products and services that best meet their form, function, and utility requirements. Authorized Users are encouraged to obtain quotes from all eligible Contractors prior to making a purchase. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users shall base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

This Solicitation outlines the terms and conditions and all applicable information required for submitting a Bid. Bidders should pay strict attention to the Bid submission date and time to prevent disqualification. Bidders are strongly encouraged to read the language of this Solicitation thoroughly and to precisely follow the instructions included in the Solicitation and all attachments.

1.2 Scope

It is the intent of this Solicitation and subsequent Award to establish comprehensive multiple manufacturer's product line Contracts for new, unused and in current production commercial and institutional quality furniture, except for Hospital Room and Patient Handling furniture, in the following ten (10) categories listed below. This Solicitation is NOT intended to provide a full-service furniture solution.

Products, including fabrics and finishes, must have an established identifying number, such as a model number, stockkeeping unit (SKU), etc., and a defined List Price. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.), and List Price will not be allowed. It is the State's intent to award multiple Contracts to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 – *Bidder Qualifications and Service Requirements*, and whose product offerings meet the scope of this Solicitation as described herein. Contracts will be available for use by all New York State Authorized Users (Statewide).

For the purposes of this Solicitation, furniture is described within ten (10) Furniture Product Categories, defined as follows:

Category Number	Category	Category Description
1	Conference Furniture (tables and seating)	Includes, but is not limited to: a. tables of various styles and materials, suitable for conference rooms and meeting rooms, from basic to executive levels; b. stacking chairs, rolling chairs, and all other seating of various styles and materials, suitable to go with conference and meeting room tables (as noted above); and c. dollies, chair and table carts.
2	Dormitory Furniture	Includes, but is not limited to: a. bedroom, lounge, and dining hall furniture suitable for school dormitory (generally more durable and versatile than household); and b. in room storage and desks.
3	General Purpose Tables	Includes, but is not limited to: a. assembly tables and work tables of various sizes, styles and materials, including adjustable or fixed height; b. folding tables, occasional and console tables; and c. other tables of various sizes, designs and materials suitable for general purpose.
4	High Density Filing	Includes, but is not limited to: a. manual or powered shelving designed to take as little space as possible; and b. retrieval systems.
5	Household Furniture	Includes, but is not limited to: a. living room, dining room and bedroom furniture, upholstered or non-upholstered, of various sizes, styles and materials, suitable for community residence programs.
6	Library Furniture	Includes but is not limited to: a. tables, lounge, chairs and seating, carrels, upholstered or non-upholstered of various sizes, styles and materials, suitable for library applications; b. bookcases, display cases, case goods, file credenzas, and storage; and c. carts and circulation desks.
7	Office and Courtroom Furniture	Includes, but is not limited to: a. tables, lounge, chairs and seating, benches, podiums, stands, upholstered or non-upholstered, of various sizes, styles and materials, suitable for basic to upper-level Executive offices and courtrooms; b. adjustable height and sit/stand desks, single and double pedestal desks, executive desks, bookcases, case goods, file credenzas, and storage of various styles and materials; c. ergonomic office and task chairs, managerial chairs, and side chairs; d. plastic barriers/sneeze guards, suitable for use with reception desks, conference tables and other office furniture; and e. dollies, chair and table carts.
8	School/Higher Education Furniture	Includes, but is not limited to: a. student desks, tables and seating found in classrooms for elementary schools through college; b. cafeteria tables, laboratory tables, and workshop tables; c. daycare beds (cots, mats, cribs and crib mats); d. bins, tubs, baskets, standalone multi-use wooden storage unit/cubby units, and cube units/organizers; e. activity, sand, puzzle, and water tables; and f. dollies, chair and table carts.
9	Specialty Seating	Includes, but is not limited to: a. big and tall seating, bariatric, gang seating (such as that found in public transportation terminals), and laboratory stools.

10	Systems Furniture	Includes, but is not limited to: a. products and parts to build cubicles and modular office space.

Bidder shall indicate the Furniture Product Categories offered within its Bid by marking an 'X' in each Furniture Product Category within Attachment 13 - *Category Matrix* and submit with its Bid, as per Section 3 - *Bid Submission*. Bidders may offer one or more Furniture Product Categories. Bidders are not required to offer all Categories.

EXCLUSIONS:
The below items are excluded from the scope of this Solicitation. This list is not exhaustive; other items and/or services may be excluded at the discretion of OGS, either prior to or after contract award:

1. Bedding items such as mattresses, sheets, pillows, and other such accoutrements.
2. Carpets and rugs.
3. Wall hangings, mirrors, easels, chalk boards, white/dry erase boards, smart boards, and cork boards.
4. Lighting fixtures and/or solutions.
5. Metal lockers/lockers requiring fixed installation and/or public works.
6. Auditorium equipment, such as platform risers, speakers, etc.
7. Toddler gyms, climbing play sets, agility/balance equipment, physical education equipment, doll houses, playhouses, play kitchens, toys etc.
8. ~~Dollies, chair and table carts.~~
9. Additional charges and fees not specifically listed within the Contact and Supplemental Information sheet (for example, surcharges, fuel charges, storage fees, liftgate service fees, credit card fees, etc.).
10. Installation drawings and/or design services.
11. Public Work and/or Prevailing Wage Rate Work (installation).
12. Outdoor furniture including but not limited to tables, chairs, trash bins, and bike racks.
13. Hospital Room and Patient Handling furniture.
14. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.), and List Price.

1.3 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately $143,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued, and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.4 Key Events/Dates

EVENT	DATE	TIME
Solicitation Release Date	April 6, 2023	N/A
Deadline for Submission of Intent to Bid	April 21, 2023	5:00 PM ET
Closing Date for Submitting Bidder Questions	April 21, 2023	5:00 PM ET
OGS Response to Vendor Questions (estimated)	May 26, 2023	N/A
Bid Opening / Due date for Bids	June 28, 2023	1:30 PM ET
Contract Approval Date / Award Publish Date	Upon OSC Approval	N/A

1.5 Intent To Bid

A Bidder is requested to indicate its intent to bid by sending an e-mail titled "INTENT TO BID-[BIDDER NAME]" to OGS.sm.PS.Furniture@ogs.ny.gov on or before the date and time indicated in the *Key Events/Dates* section. The e-mail should include the Bidder's company name and a contact name and contact information. The intent to bid is discretionary.

1.6 NYS Contract Reporter

Bidders must register with the New York State Contract Reporter ("NYSCR") at https://www.nyscr.ny.gov in order to receive notifications about this Solicitation. Navigate to the "I want to find contracts to bid on" page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must "bookmark the ad" on the upper right-hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select "send me notification updates" option listed to the right of the ad. Answers to all questions of a substantive nature will be posted in the form of a question-and-answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR.

If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question-and-answer document and updates to Solicitation documents.

Be advised that submission of responses to the Solicitation that do not reflect and take into account updated information may result in your Bid being deemed non-responsive to the Solicitation.

1.7 Bidder Questions

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be emailed to OGS.sm.PS.Furniture@ogs.ny.gov by the date and time indicated in Section 1.4 – *Key Events/Dates*. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question-and-answer document which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter ("NYSCR"). Your company must select the "opt-in" option within the Contract Reporter ad to receive notification updates of this Solicitation.

If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Questions* period so that they may be given due consideration prior to the submission of Bids. See Section 3.9 - *Bid Deviations* for additional information.

1.8 NYS Comptroller Approval

In accordance with Section 112 of the State Finance Law, a Contract resulting from this Solicitation shall not be valid, effective or binding upon the State until such Contract has been approved by the Office of the New York State

Comptroller ("OSC"). Purchase orders or other procurement transactions issued under such Contract(s) may also be subject to OSC approval.

1.9 MWBE & SDVOB Interest in Partnering with Bidders

If a New York State certified MWBE or SDVOB would like to indicate its interest in working with participating Bidders, please send an e-mail entitled "*Solicitation 23295 MWBE or SDVOB INTEREST_COMPANY NAME*" to OGS.sm.PS.Furniture@ogs.ny.gov on or before April 21, 2023 at 5:00 PM ET. The e-mail content should include:

1. Company Name.
2. Contact Name and Contact Information such as Phone Number, Mailing Address and E-Mail Address.
3. Brief description of the company and the products and/or services that the company offers that are related to this Solicitation (for example "Company ABC manufactures tables".
4. The NYS Certification Type (Minority and/or Women-Owned or SDVOB).
5. Include what locations in NYS the company provides services in.

A list of the NYS certified MWBE and SDVOB vendors who have expressed interest in this Solicitation through the timely submission of such email, will be made available to prospective Bidders through the publishing of a Purchasing Memorandum posted through the New York State Contract Reporter.

1.10 Summary Of Policy And Prohibitions On Procurement Lobbying

Pursuant to State Finance Law § 139-j and § 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/Bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff, as of the date hereof, are identified on the first page of this Solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for Contract award and, in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: https://ogs.ny.gov/acpl/.

1.11 Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, *Definitions*, or as below.

"**Bid Deviation**" shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification, or requirement of the Solicitation.

"**Business Day**" shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

"**Electronically Searchable Price List (Price List)**" shall mean text and numeric digits can be searched for and found electronically within the document by using the software's 'find' function within the document.

"**MWBE**" shall refer to a business certified with NYS Empire State Development ("ESD") as a Minority- and/or Women-owned Business Enterprise.

"**NYS Holidays**" refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Dr. Martin Luther King, Jr. Day; Washington's Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

"**NYS Vendor ID**" is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

"**Preferred Source Products**" shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

"**Preferred Source Program**" shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision ("Corcraft"); New York State Preferred Source Program for People Who Are Blind ("NYSPSP"); and the New York State Industries for the Disabled ("NYSID"). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

"**Procurement Services**" shall refer to a business unit of OGS, formerly known as New York State Procurement ("NYSPro") and Procurement Services Group ("PSG").

"**Retail Price (List Price/MSRP)**" shall mean the price at which a Manufacturer or Distributor recommends their Products be sold commercially, either nationally or regionally. This applies even if the Manufacturer or Distributor names this recommended pricing differently.

"**SDVOB**" shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

1.12 Appendices and Attachments

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

Appendix A – Standard Clauses for NYS Contracts (June 2023)
Appendix B – General Specifications (April 2016)
Appendix C – Contract Modification Procedure
Appendix D – Federal Funding Agency Mandatory Terms and Conditions

Attachment 1 – Pricing
Attachment 2 – NYS Required Certifications
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Attachment 13 – Category Matrix
Attachment 14 – Supplier/Manufacturer's Certificate
Attachment 15 – Certification Under Executive Order No. 16
Attachment 16 – Proof of Past Sales

1.13 Conflict of Terms

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation;

5. The Bidder's Bid.

SECTION 2 BIDDER QUALIFICATIONS AND SERVICE REQUIREMENTS

2.1 Qualifications

Bidder is advised that the State's intent in having the requirements listed below is to ensure that only qualified and reliable Contractors perform the work of the resulting Contract. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award. Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. Procurement Services retains the right to request any additional information pertaining to the Bidder's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work. A Bidder shall meet the following qualifications:

2.1.1 Bidder Qualifications:

A. A Bidder must be either:

1. An established Manufacturer of the products bid, or
2. An Authorized Representative of an established Manufacturer of the products bid.

B. Any Authorized Representative hereby guarantees that:

1. It is an Authorized Representative of the Manufacturer;
2. The Manufacturer has agreed to supply such Authorized Representative with all quantities of products required to fulfill its obligations under any resultant Contract with the State, and
3. The Authorized Representative will provide a completed and signed Attachment 14 – *Supplier/Manufacturer's Certificate*, acknowledging this level of support, with the Bid. If such Manufacturer's Certificate is not submitted with the Bid, Bidder must provide within three (3) business days of request by OGS, (via e-mail is acceptable).

C. A Bidder must have maintained an organization capable of performing the work described in this Solicitation, in continuous operation, for a minimum of three (3) years immediately prior to the Bid Opening date in Section 1.4 - *Key Events/Dates*. By the Bid Opening date, such organization must have adequate inventories of the products offered and must be capable of processing and shipping large numbers of orders to various destinations Statewide.

D. A Bidder must currently hold at least one Government Entity contract (GSA contract, State contract, Local Governmental Entity contract, BOCES contract, Governmental Cooperative contract, etc.) for Furniture products included in Section 1.2 - *Scope*, by the Bid Opening date in Section 1.4 - *Key Events/Dates*.

1. Proof shall be provided in the form of a current active contract, to include the following: contract number and description, contract term dates, copy of current contract price list and/or discount/pricing structure, contact name, telephone number and/or e-mail address of the contracting entities' contract manager, and a link to the contract website, if available. Proof should be provided in electronic format.
2. Bidder shall submit such proof of currently held Government Entity contract with the Bid. If proof is not submitted with the Bid, Bidder must provide within three (3) business days, or other such timeframe as requested by OGS, (via e-mail is acceptable).

E. A Bidder must provide proof of total past sales revenue equal to $1,500,000.00 (one-million five hundred thousand dollars) or greater over the three (3) calendar years prior to the Bid Opening Date (2020, 2021, and 2022) for Furniture products included in Section 1.2 – Scope, to one or more Government Entities (GSA, State, Local, BOCES, Governmental Cooperative, etc.) and/or those Authorized Users as defined herein who are eligible to use State contracts (Political Subdivisions, Schools, Not for Profits, etc.). Proof of past sales is not limited only to the Categories being bid.

Proof of past sales revenue may include:

1. Sales made under successful bids (contracts) to Government Entities, for example, (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.).
2. Sales made via discretionary purchases (non-contract) to Government Entities, for example, (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.).
3. Proof of past sales revenue must be related to the Furniture products included within Section 1.2 – *Scope.* Bidders must show proof of past sales revenue in each of the three calendar years prior to the bid opening and may not have less than $100,000 in sales revenue during any single year within the required 3-year period.
4. Proof of past sales may include sales made directly to Government Entities or sales made through the Bidder's use of reseller(s) and/or distributor(s).

A Bidder must submit required proof of past sales revenue in Excel format, using Attachment 16 – *Proof of Past Sales*. The Bidder shall provide proof of past sales information that contains at a minimum the Contract Number or purchase order number the sale(s) were made under, the Government Entity name, product item number and description, date of sale, list price, discount percentage, and net sale amount. Copies of invoices, purchase orders, vouchers, etc. will not be allowed as proof of past sales revenue.

2.2 Service Requirements

2.2.1 Delivery:

A. All Bidders are required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

B. Inside delivery is intended for essentially free-standing furniture when the Authorized User is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example: attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), removal of packing/packaging debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture, high density filing, and furniture shipped KD ("Knocked Down"). The Authorized User must specify at time of order, and prior to delivery, if inside delivery is required.

   The inside delivery fee shall be based on the following conditions:

   1. Delivery location has a loading dock or off-street loading area;
   2. The delivery will be to the same floor as the loading dock or there is a freight elevator available;
   3. The delivery may be completed during regular working hours;
   4. The delivery fee is negotiable and may be lower than but not greater than the percent posted to the OGS website. Additionally, fees must be agreed to by the Authorized User and Contractor prior to delivery; and

   NOTE: Any deviations from the above delivery requirements are outside the scope of the Contracts resulting from this Solicitation and may require the Authorized User to make a separate, non-contract purchase in accordance with the Authorized User's standard purchasing rules and procedures.

C. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order (or P-Card order). Product is required as soon as possible, and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the Authorized User and, if applicable, from OGS Procurement Services.

D. Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State, as designated by the Authorized User, including dock delivery and tailgating of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck or liftgate for Authorized

User personnel to remove the load without entering the truck. In addition, upon agreement, delivery locations may be expanded per the "Extension of Use" clause.

E. The Bidder may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

F. Delivery services performed, including any sub-contractor/third-party usage, shall be the sole responsibility of the Bidder.

2.2.2 Installation:

A. Bidders have the option of offering installation, which may be at an additional cost represented by a percentage above the net price charged and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

B. Installation includes inside delivery as described in Section 2.2.1 – *Delivery*; however, it is intended for the additional work involved with regard to assembly of other than free-standing furniture, such as systems furniture, high density filing, and furniture shipped KD ("Knocked Down"), and any other assembly not considered minor assembly as described in Section 2.2.1 – *Delivery*. Installation does not include repairs or moving. The Authorized User must specify at time of order, and prior to delivery, if installation is required.

C. Installation shall include the following:
1. Inside delivery to the pre-agreed upon building location;
2. Unpacking boxes;
3. Checking parts for damage;
4. Assembly utilizing the installers own tools;
5. Disposal of boxes and packing materials; and
6. Clean up after completion.

NOTE: Any deviations from the above installation requirements are outside the scope of the Contracts resulting from this Solicitation, and may require the Authorized User to make a separate, non-contract purchase in accordance with the Authorized User's standard purchasing rules and procedures.

D. Installation services performed, including the use of a sub-contractor/third party, shall be the sole responsibility of the Bidder.

E. While inside delivery and basic installation are optional services allowable under the Scope of this Solicitation, it is NOT the intent of this Solicitation to provide Authorized Users with a full-service furniture solution. Authorized Users requiring a full-service solution should consider their own solicitation, and/or utilize discretionary purchasing to obtain the additional services needed. Additionally, while installation drawings, hardware/parts lists and design services are excluded from the Scope of this Solicitation, they may be provided by the Contractor, at their discretion and at no charge, to an Authorized User upon request to assist with purchases under Category 10-Systems Furniture only.

2.2.3 Catalogs:

Contractor shall be required to furnish, without charge, to Authorized Users that request them, catalog(s) and Price Lists identical to those accepted with their Bid, including any changes (additions, deletions, etc.) pursuant to the Contract. Catalogs and Price Lists provided must reflect all products excluded from the resultant Contract, either through the omission of those portions or by obvious indications, within the catalogs and Price Lists. All offerings within the Catalog must match the Item Numbers, and Product Descriptions of the offerings listed within the Contract, and clearly indicate whether the pricing is List Price, or Net Contract Pricing. List Pricing, or Net Contract Pricing indicated within the Catalog must match that listed under the Contract.

Catalogs and Price Lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting Authorized User. In the case of discrepancies regarding products and/or pricing between the catalog or Price List furnished by the Contractor to the Authorized user, in either

electronic or hard copy formats, the products and pricing approved by OGS, in effect and posted on the OGS website, per the Contract, shall always take precedence. Upon request, the Contractor shall assist Authorized Users in the use of catalogs and Price Lists.

2.2.4 Finishes:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets (MSDS) shall be made available upon request. Colors shall be manufacturer's standard offering and shall be designated at the time of order.

2.2.5 Workmanship:

The assembly and finishing of all component parts shall be of the highest quality workmanship and comply with all applicable industry standards as set forth by, but not limited to, UL, ANSI/BIFMA, ASTM or OSHA. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning. Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

2.2.6 Flammability:

A. All textiles shall meet the flammability requirements of NFPA 260 latest update at the time of Bid submission when tested in accordance with the methods of that standard.
B. For upholstered furniture compliant with TB 117-2013, furniture shall be free of intentionally added flame retardant chemicals, excluding electrical components. Further, all upholstered furniture complying with TB 117-2013 shall be labeled consistent with the manner described in Section 19094 of the California Business and Professions Code as of September 1, 2016 and shall be labeled as not containing flame retardant chemicals.
C. Compliance with Cal. 133 shall be available at an extra cost, if necessary.
D. Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to OGS Procurement Services, upon request.

2.2.7 Construction:

Construction shall be Manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

2.2.8 Decorating Aids, Catalogs, and Price Lists:

Bidder shall provide to Authorized Users, upon request and at no additional charge, the following items:

A. Quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 3" or larger, per Contractor availability, and be available for all regularly stocked fabrics.
B. Photographs or drawings of the furniture that clearly show the product size, manufacturer name and model number of each piece, and finish blocks for all finishes.
C. Price Lists and/or catalogs (as per Section 2.2.3 - *Catalogs*), and/or appropriate excerpts.

OGS must determine that the Bidder meets all the above requirements for the Bidder to be found responsive, as that term is defined in State Finance Law §163(1)(d). OGS reserves the right to verify all information provided by Bidder.

Bidders, if requested, shall provide a minimum of three (3) references within five (5) business days of request. References shall be governmental accounts and shall demonstrate the ability of the vendor to fulfill contract requirements similar in scope to the size, nature and complexity of the outlined Bid. References shall include, at a minimum, the Government/Customer name, address, contact person, telephone number, e-mail address, and number of years Bidder has provided the services to the referenced account.

2.2.9 Delivery Condition:

All furniture, with the exception of systems furniture, high density filing, frame type beds where side rails are attached to head and foot boards without the use of tools, and dining room tables shall be delivered fully assembled and ready for use. KD ('Knocked-Down") furniture shall be allowed, and the Authorized User shall have the option, prior to delivery, to either accept it as such, or request installation, as described in Section 2.2.2 - *Installation*. Other exceptions may be made with prior agreement between the Contractor and ordering Authorized User.

IMPORTANT NOTE: Failure to meet any of the above qualifications within Section 2 – *Bidder Qualifications and Service Requirements*, in whole or in part, may result in a rejection of the Bid of that Bidder as non-responsive.

SECTION 3 BID SUBMISSION

3.1 Performance and Bid Bonds

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract is required at any time during the term of the resulting Contract.

3.2 NYS Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder and any authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and to each of your authorized resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the authorized reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website: https://osc.state.ny.us/vendors/

3.3 Format of Bid Submission

A. The complete Bid package must be received by OGS Procurement Services by the date and time of the Bid opening. Late Bids shall be handled in accordance with Appendix B, *Late Bids*. Any Bid pricing or portions thereof submitted on USB flash drive that are incomplete or that cannot be opened/accessed may be rejected. With respect to any Bid documents in Excel format, only those cells provided for entering Bid pricing and information are to be accessed by the Bidder.

   Situations where Bids are susceptible to Disqualification may include:
   1. E-mail or facsimile Bid submissions, which are not acceptable, and
   2. Absent Price Pages (Electronically Searchable Price List (such as Attachment 1 – *Pricing* (Excel)), a PDF catalog or manufacturers Price List (PDF or Excel)), which are not acceptable.

B. It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up location. Only completed files (in the specified format) should be saved to a USB flash drive for submittal.

C. Any indicators or messages that have been built into the attachments are informational only and provided solely for the purpose of assisting Bidders in completing the attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the attachments to ensure compliance with the Solicitation requirements.

D. Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to the requirements of the Solicitation may be considered non-responsive and may be rejected.

3.4 Content

A complete Bid consists of submission of the following completed documents:

REQUIRED BID DOCUMENTS	REQUIRED ELECTRONIC FILE FORMAT	ELECTRONIC COPY (USB) REQUIRED	ORIGINAL (Hard Copy with Ink Signature) REQUIRED
Pages 1 and 2 of the Solicitation w/original ink signature	**PDF**	**X**	**X**
Completed Appendix D – Federal Funding Agency Mandatory Terms and Conditions	**PDF**	**X**	
Completed Attachment 1 – *Pricing* (must be submitted as an Excel file) see requirements below: *Attachment 1 Requirements, (**or** a* **PDF catalog or manufacturers Price List)**	**EXCEL**	**X**	
Completed Attachment 2 – *NYS Required Certifications* (signed and scanned)	**PDF**	**X**	
Completed Attachment 3 – *Encouraging use of NYS Businesses*	**PDF**	**X**	
Proof of compliance with Attachment 4 – *Insurance Requirements*	**PDF**	**X**	
Completed Attachment 5 – *Bidder Information Questionnaire*	**EXCEL**	**X**	
Completed Attachment 6 – *Bidder Submission Checklist*	**EXCEL**	**X**	
Completed Attachment 10 – *Contact and Supplemental Information*	**EXCEL**	**X**	
Completed Attachment 12 – *Contractor and Reseller/Distributor Information Sheet*	**EXCEL**	**X**	
Completed Attachment 13 – *Category Matrix*	**PDF**	**X**	
Completed Attachment 14 – *Supplier/Manufacturer's Certificate* (signed and scanned)	**PDF**	**X**	
Completed Attachment 15 – *Certification Under Executive Order No. 16* (signed and scanned)	**PDF**	**X**	
Completed Attachment 16 – *Proof of Past Sales (per Section 2.1(E))*	**EXCEL**	**X**	

Proof of Current Government Contract (per Section 2.1 (D))	**PDF**	**X**	
Completed ST-220-CA *Contractor Certification*, notarized with *original ink signatures*	**PDF**	**X**	**X**
Completed MWBE 100 – *MWBE Utilization Plan* (signed and scanned)	**PDF**	**X**	
Completed SDVOB 100 – *SDVOB Utilization Plan* (signed and scanned)	**PDF**	**X**	
Completed Form EEO100 – *Equal Employment Opportunity Staffing Plan* (signed and scanned)	**PDF**	**X**	
Standard Vendor Responsibility Questionnaire – (completed and scanned to **PDF**) or Certification that Questionnaire has been completed online	**PDF**	**X**	Not required if submitted online

All documents must be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature. At this time, OGS cannot accept an eSignature that has been generated by software.

Documents should be submitted as an electronic copy and in the format specified in the list above for each document (e.g., PDF, Excel), following the instructions provided in this Section. Electronic copies of documents must be submitted on two (2) USB flash drives, with each USB flash drive containing a complete set of the submitted documents. When submitting electronic documents, include a printed copy of pages 1 and 2 of the Solicitation with the Bid (see Section 3.5 - *Bid Envelopes and Packages*, below).

Electronic copies of documents provided in PDF format should be saved as an Adobe Acrobat PDF, AND THEN converted to allow for Optical Character Recognition (OCR)
(see https://www.adobe.com/acrobat/how-to/ocr-software-convert-pdf-to-text.html).

Bidders are strongly encouraged to submit a fully completed bid package to avoid disqualification. Failure to provide all required and satisfactorily completed documentation in a timely manner upon request by OGS may result in that Bidders Bid being found non-responsive and disqualified with no further consideration for contract award. Bidders are encouraged to seek clarification from OGS, if necessary, prior to submitting the requested document(s) and/or revisions.

Bidder is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically until a determination of award is made. If an award is made to Bidder, the documents with original signatures shall be retained by the Bidder for a period of six (6) years after the term of the contract has ended. Bidder shall submit such documents with original signatures to OGS upon request.

In the case of discrepancies between paper copies (if applicable) and USB flash drive submissions of the documents submitted by the Bidder, the electronic USB flash drive copy shall take precedence over the paper copy.

Notes to Bidder:

1. Do not include hard copies of any other Bid documents except Pages 1 and 2 of the Solicitation and the ST-220-CA Contractor Certification.
2. Bidder should note that a completed electronic copy of Attachment 1 – *Pricing* or other Electronically Searchable Price List is required. Bidders must provide a discount; full List Price will not be accepted. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing may be rejected, and the Bidder may be considered non-responsive, with no further consideration for contract award. Failure by a Bidder to submit Electronically Searchable pricing may result in automatic rejection of that Bidder's Bid and no further consideration for award. Failure to submit pricing includes missing or incomplete pricing; electronic media that does not allow for review/retrieval of information contained within; failure to complete all tabs and/or columns within Attachment 1 - *Pricing*, as per the Instructions within the Pricing Excel Worksheet/Workbook and/or failure to provide Pricing in unlocked Excel Format.

3. In the case of discrepancies between Electronically Searchable Price Lists, the Price List with the lowest price shall take precedence.
4. A Bidder should note that any indicators or messages that have been built into the Attachments are informational only and provided solely for the purpose of assisting Bidders in completing the Attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the Attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the Attachments to ensure compliance with the Solicitation requirements.

3.5 Bid Envelopes and Packages

All Bids should have a label on the outside of the envelope or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters)
2. Solicitation number (Solicitation #23295)
3. Bid Opening Date and Time (as per Section 1.4 – *Key Events/Dates*)
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2)

All Bids should also include a PRINTED copy of pages 1 and 2 of the Solicitation, completed with the Bidder's information and signature. The printed and completed copy of pages 1 and 2 should be placed in the envelope or package with the USB flash drives.

Failure to complete all information on the Bid envelope and/or package may necessitate the opening of the Bid prior to the scheduled Bid opening.

3.6 Bid Delivery

Bids shall be delivered to the following address on or before 1:30 p.m. ET, on or before the Bid opening date as stated in Section 1.4 - *Key Events/Dates:*

State of New York Executive Department
Office of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242
Attn: Bid Enclosed – Solicitation 23295

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the timeclock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid opening. Late Bids shall be rejected, except as provided in Appendix B, *Late Bids*. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned. Refer to "Important Building Access Procedures" clause.

3.7 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the Corning Tower Information Desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services Receptionist at (518) 474-6262 or Customer Services (518) 474-6717 at least 24 hours prior to the visit. If no answer, leave a detailed phone message including the following information: reason for visit and/or delivering a bid, solicitation number, date and estimated time of delivery or visit, first and last name of visitor, and visitor's cell phone number. Visitor may email customer.services@ogs.ny.gov providing the same information. Visitors who are not pre-registered will be directed to a designated phone at the Corning Tower Information Desk, where they are to call the Procurement Services Receptionist (518) 474-6262 or Customer Services (518) 474-6717 for access. The visitor will be registered at that time. Bids are not allowed to be left at the Corning Tower Information Desk. Please note that delays may occur. Building access procedures may change or be modified at any time.

3.8 NYS Required Certifications

A Bidder is required to submit the signed New York State Required Certifications (Attachment 2 – *NYS Required Certifications*) with its Bid.

3.9 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. As set forth in Bidder Questions, if a Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid. Bidder is advised that OGS will not entertain any exceptions to Appendix A (Standard Clauses for New York State Contracts). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

3.10 Bid Opening Results

OGS Procurement Services posts Bid information on the OGS Procurement Services website. The Bid Opening Results webpage makes available the list of bidders that responded to the Solicitation. Such information is anticipated to be available online within two business days after the Bid opening.

The Bid Opening Results Page is available at: https://ogs.ny.gov/procurement/bid-opening-results-0.

3.11 Bid Liability

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the production of a Bid or for any work performed prior to the formal execution of a Contract.

3.12 Firm Offer

Bids must remain an effective offer, firm and irrevocable, for at least 120 calendar days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

3.13 NYS Reserved Rights

New York State reserves the right, in its sole discretion, to:

A. Reject any or all Bids received in response to the Solicitation;
B. Withdraw the Solicitation at any time at the sole discretion of the State;
C. Make an award under the Solicitation in whole or in part;
D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
E. Seek clarifications and revisions of the Bid;
F. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
G. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
H. Change any of the schedule dates with notification through the NYS Contract Reporter;
I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
J. Waive any requirements that are not material;

K. Utilize any and all ideas submitted in the Bids received;
L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
S. Reject an obviously unbalanced Bid as determined by the State; and
T. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
U. Make no award for any Product, region, category or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Products, regions, categories, or lots;
V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing;
W. To give first consideration to Bids which are substantially complete over those that are not and to Award Contracts on a rolling or staggered start basis, either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation;
X. Unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to this Contract without processing a formal amendment and/or modification.

3.14 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

SECTION 4 METHOD OF AWARD

4.1 Method of Award

Awards shall be made to all responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 - *Bidder Qualifications and Service Requirements*, and whose product offerings meet the Scope of this Solicitation, as detailed in Section 1.2 - *Scope* and whose prices indicate that those products will be provided at a reasonable price as determined by the NYS OGS. Reasonable prices may be determined by, but not limited to, reviewing prices on any current or previously awarded Government Entity contract and/or pricing offered by other Bidders for this Solicitation. Pricing shall be a discount from Manufacturer's List Price and shall be equal to or better than any other offered to another Government Entity for the same type of products. Discounts will be confirmed by comparison with other Government Entity contracts held by the Bidder. The Bidder must supply copies of their current contract Price Lists with other Government Entities indicating the discount percentage, as per Section 2.1 - *Qualifications*. If a Bidder holds another contract that requires them to offer a better discount than to any other entity, then the Bidder will be required to provide a copy of the contract language. If a Bidder holds another contract in which the price is F.O.B. origin, then OGS will allow up to a three (3) percent difference in the discount structure. After the Bid Opening, each Bid will be screened for completeness and conformance with the stated Bidder Qualifications for Bid submission, as set forth in Section 2 of this Solicitation. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award.

Bids will be reviewed to ensure that the Bidder has provided all required Attachments, completed in full, and in original hard copy, where requested. Failure by a Bidder to provide properly completed required documents and/or Attachments may result in their Bid being deemed non-responsive and denied further consideration for award. OGS reserves the right to give first consideration to Bids which are substantially complete over those that are not, and to make awards on a rolling or staggered start basis, as per Section 3.13 - *New York State Reserved Rights*, as deemed necessary and determined solely by OGS Procurement.

Bidder must be financially stable and able to demonstrate the financial stability of the company. In addition to sales history, current financial statements or other financial information, as requested and deemed appropriate by OGS, must be provided within five (5) business days of request. New York State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this contract.

The Commissioner reserves the right to evaluate and/or reject any and all Bids, in whole or in part and to waive technicalities, irregularities and omissions if in his or her considered judgment, the best interests of the State will be served. In the event satisfactory Bids, fully in accord with the Bid documents, are not received, the Commissioner reserves the right to consider late or non-conforming Bids as stipulated in "Late Bid" clause of Appendix B – *General Specifications*.

4.2 Minor Deviations/Minor Technicality

The State reserves the right to have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the Solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear, but the award of a Contract is threatened due to a minor technicality or a minor deviation.

4.3 Notification of Award

Tentative award of the Contract shall consist of written notice to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

Non-awardees will also be notified that their Bid was not selected for award.

4.4 Periodic Recruitment

This Solicitation allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at https://www.nyscr.ny.gov in order to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Categories covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

4.5 Procurement Instructions for Authorized Users

A. The Contracts resulting from this Solicitation will be centralized Contracts issued under a multiple award structure. Before proceeding with a purchase, an Authorized User shall check the list of Preferred Source offerings and must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities or services of Preferred Source suppliers such as the Division of Correctional Industries (Corcraft), the New York State Preferred Source Program for People who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities or services meet the form, function, and utility of the Authorized User and the price offered by Corcraft does not exceed a reasonable fair market price and the price offered by NYSPSP and NYSID is within 15% of prevailing market prices. If a Preferred Source does not meet an Authorized User's form, function, and utility, or the Preferred Source price is more than fair market price or 15% above prevailing market prices, then the Authorized User may use this Contract.

B. A Matrix showing the Furniture Categories and Contractors offering products under those Categories will be posted on the OGS website. Authorized Users should determine from the Matrix the Category of furniture they desire, then review the listing of Contractors under that Category. Each Contractor's approved Price List and/or catalog of offerings (if available), will be posted on the OGS website, without exception, along with a listing of the furniture manufacturers each Contractor has available. Additionally, a copy of each Contractors Contact and Supplemental Information sheet will be posted to the OGS website, without exception, where Authorized Users can find contact information, as well as discount structure, inside delivery, installation, and/or restocking fees.

C. Authorized Users are strongly encouraged to seek a minimum of three (3) quotes, where possible, as well as to seek better than Contract pricing for all items, especially when purchasing in volume, as Contractors may or may not automatically offer volume discounts. Volume discounts, if offered, will be shown on the Contractors Contact and Supplemental Information page posted on the OGS Website.

D. When placing orders under this Award, the Authorized User should follow and be familiar with the terms and conditions governing the Contract and are responsible for determining that the product(s) they intend to purchase fit within the scope of the Award. Bidders/Contractors are encouraged, though not required, to self-identify products meeting EO22 requirements within their Price List. Authorized Users are strongly encouraged to confirm the accuracy of the entries by contacting the Contractor directly.

   Authorized Users have the responsibility to document purchases, and such documentation should include:

   1. A statement of need and associated requirements;
   2. Proof of obtaining all necessary prior approvals;
   3. A summary of the Contract alternatives considered for the purchase; and
   4. The reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

   Authorized Users will place orders directly to the Contractor or the Contractor's Authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements, including inside delivery and/or installation. Inside delivery and installation terms must be agreed upon at time of order and prior to delivery.

   All orders should clearly note the OGS Contract Name and Award Number, Contract Number, and Contractor Name. A Contractor shall not initiate delivery of products until the order is placed by an Authorized User.

   Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents, which contain additional terms or conditions, must receive pre-approval by the Authorized User. Additional terms or conditions that were not pre-approved by the Authorized User, or which conflict with the Contract terms and conditions, are void and unenforceable at the sole discretion of the State.

SECTION 5 TERMS AND CONDITIONS

5.1 Contract Term and Extensions

The Contract will be in effect for a term of five (5) years. The Contract term shall commence after all necessary approvals and shall become effective upon the date of OSC approval of the final executed documents.

All OGS Centralized Contracts resulting from this Solicitation shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment. At the State's option, the Contract may be extended for up to five (5) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to the approval of OSC and any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*.

The Contract term provided for in this section shall extend six (6) months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g., changes in minimum, prevailing or living wages, or regulated services).

5.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

5.3 Price

A. Bidders must submit an Electronically Searchable Price List, such as Attachment 1 – *Pricing*, a PDF catalog or manufacturer's Price List in either MS Excel or PDF format, which includes base models, as well as options and/or upgrades, based upon the Categories they are bidding (See Attachment 13 - *Category Matrix*). Should a Bidder submit an Electronically Searchable catalog that does not contain pricing, an additional Price List containing pricing by Contractor Model/Item Numbers/SKU for those items must be submitted, in addition. Attachment 1 – *Pricing* may be used; however, it is not required.
B. Identifying information, which includes, at a minimum, the Product Line Name, Contractor Model/Item Numbers/SKU, and/or Manufacturer Item Numbers, and List Pricing MUST be included within the Electronically Searchable Price List.
C. Furniture items that are KD ("Knocked-Down") or otherwise require assembly should be clearly noted as such within the Price List(s).
D. Electronically Searchable Price Lists should contain only those Categories and items which correspond to the Bidder's submission of Attachment 13 - *Category Matrix*, where the Bidder shall indicate the Furniture Product Categories offered under its Bid by marking an 'X' in each Furniture Product Category, as appropriate.
E. The Bidder's pricing submission should not contain products or product lines that are out of Scope (see Section 1.2- *Scope*). Price Lists containing items, which do not include identifying information and List Pricing, and/or items that are out of Scope may be removed by OGS, at their sole discretion, and without exception.
F. Bidder's may submit a discount for either the entire Price List or submit discounts by breakdowns of individual product line, style, function, etc., from the manufacturer's Retail Price List. Discount information, including discount percentages, for each Price List must be entered within Attachment 10 - *Contact and Supplemental Information*. Bidders must provide a discount; full List Price will not be accepted.
G. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing may be rejected, and the Bidder may be considered non-responsive, with no further consideration for contract award.
H. Where discrepancies exist between Price List documents, the lowest price shall prevail.
I. Price Lists submitted with the Bid shall remain in effect for one (1) year from the Bid Opening Date. Price List Updates will be allowed twice per year thereafter, during the Contract term or extension, beginning on or around the anniversary of the Bid Opening Date, as per Section 5.4 - *Price List Updates*.
J. All Bidder Price List submissions should be provided in a single/combined PDF document, vs. multiple individual PDF documents, where possible, if Attachment 1 is not used.
K. OGS will review each Bidder's Price List submission for completeness and reserves the right to remove any item(s) where the Contractor Model/Item Numbers/SKU and/or Manufacturer Item Numbers, and/or List Pricing are not included, and/or where the item(s) and/or product line is determined to be out of Scope.
L. Price Lists must not contain any other terms and conditions or have references to any other contracts (i.e., GSA). OGS reserves the right to remove any additional terms and conditions that apply to another contract, or that conflict with those of the OGS Award.
M. All awarded Contractors' Price Lists must be reviewed and approved by OGS Procurement prior to posting on the OGS Contract website. OGS' determination of acceptable Price Lists, including, but not limited to products,

pricing and discounts, shall be final. All OGS approved Contractor Price Lists will be posted on the OGS Procurement Services website, without exception.

5.4 Price List Updates

A. Updates to a Contractor's OGS Price List (price list updates) will be allowed twice per year, after the first anniversary date of the Bid Opening. Price list updates may not be allowed within 90 days of a prior price list update approval unless deemed within the best interest of the State. Additional price list update requests may not be granted, unless OGS determines that it is within the best interest of the State and/or its Authorized Users. Requests for price list updates must be submitted via email to the OGS contract manager listed on the OGS Website. The price list update request must be dated, complete and accurate, and in the format required by OGS in order to be considered for approval. Contractors shall adhere to the instructions in Attachment 11 – *Price List Update Guide* and use the provided Appendix C - *Contract Modification Procedure* for all price list update requests. OGS reserves the right to give first consideration to substantially complete submissions, as determined solely by OGS Procurement, as well as to deny price adjustments to Contractors that are delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of insurance requirements.

B. Once approved by OGS, discounts offered from manufacturer Price Lists may not be decreased at any time during the Contract term, unless satisfactory proof of undue hardship is submitted by the Contractor and approved by OGS. Proof may include, but not be limited to, signed statements by the Manufacturer detailing and attesting to the need for the discount reduction. Determination of undue hardship is at the sole discretion of OGS.

C. New manufacturer product lines may be offered within a price adjustment submission, as long as they are within the originally awarded furniture product Category(s). Additional furniture Categories may not be added post award. Contractor may offer discounts for the entire product line or breakdown by style, function, etc. from the Manufacturer's Price List. If the discount percentage is the same or greater than existing product lines, then no proof of reasonableness is required. The Contractor is required to provide proof of reasonableness for a new product line if the discount offered is less than existing product lines. Proof of reasonableness may be in the form of pricing from a Government Entity contract held with an entity other than OGS, including invoices from sales made to that entity that are less than twelve (12) months old from the date of the price adjustment submission, or sales reports that are less than twelve (12) months old from the date of the price adjustment submission for the product line offered.

D. All adjustments to a Contractor's previously approved Price List are allowable at the sole discretion of OGS Procurement Services. OGS reserves to right to remove any items(s) deemed to be out of scope and/or unreasonably priced, at any time. In addition, OGS reserves the right to revise the Price List Update process at any time during the contract term and/or deny price adjustments during the last twelve (12) months of the Contract term, without prior notice.

E. It is OGS's intention that all Contractor price lists be maintained and updated regularly to keep product offerings, pricing, product numbers and product descriptions current. Contractors are required to honor their posted contract pricing at all times and may not charge greater than Contract price at any time during the Contract term. Contractors are encouraged to review their posted price lists regularly and submit a price list update request at least once per year. Contractors should contact the OGS contract manager for the most current price list update procedures and forms. Contractors shall submit their price list update request to the OGS Procurement Services contract manager pursuant to the requirements of this Section for review and written approval prior to use. Revised pricing is effective upon the date OGS approves the request. Revised price lists shall be posted by OGS on the contract website within five (5) Business Days after approval, or as soon as possible thereafter.

5.5 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

5.6 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

5.7 Volume Discounts

Bidders may, and are encouraged to, offer volume discounts, which shall apply to orders delivered to the same Authorized User and/or location, at the same requested time. Volume discounts, if offered, shall be based on products and pricing as submitted within your submitted Price List.

Volume discounts shall be entered within Attachment 10 – *Contact and Supplemental Information*. Any restocking fees must be included within Attachment 10 as a percentage (%) of the net price. All approved discounts shall remain in effect for the entire contract period. Discounts may be increased during the Contract term, and as per Section 5.4 – *Price List Updates*.

Volume discounts may be applied per Purchase Order, cumulatively per ordering entity, or cumulatively statewide. The Bidder shall indicate the basis for applying the volume discount(s) within Attachment 10 – *Contact and Supplemental Information*. Volume discounts shall be defined and applied as follows: Purchase Order volume discounts shall be additional discounts applied to individual Purchase Orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual ordering entity once an established volume has been met by that entity. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this Contract.

5.8 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, written confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery and/or installation information (if applicable), Authorized User name, and sales representative (if applicable).

5.9 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges, or other fees.

5.10 Minimum Order

Minimum order, if required, shall be established by the Bidder and stated on Attachment 10 – *Contact and Supplemental Information* where indicated (See Section 3.3 – *Format of Bid Submission*). The Bidder may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the Authorized

User's choice if they wish to accept the offer. Bidder must establish minimum order, if they so choose, at time of Bid submission. The minimum order amount may not be increased once established.

5.11 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: https://bsc.ogs.ny.gov/nys-vendors.

5.12 Product Returns and Exchanges

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Stock products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Products that are not stock shall be replaced within the normal delivery terms listed on Attachment 10 - Contact and Supplemental Information following written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund is made in such fashion the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

5.13 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

5.14 Contract Administration

The Bidder shall provide a sufficient number of customer service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder shall also provide an afterhours contact in the event of an emergency occurring after business hours or on weekend/holidays. Bidder shall provide a dedicated contract manager to support the updating and management of the Contract on a timely basis. Information regarding the customer service, emergency contact, and contract manager shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five (5) Business Days if it's contract manager, emergency contact, or customer service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS contract manager.

5.15 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: http://www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

5.16 Americans with Disabilities Act (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

5.17 N.Y. State Finance Law § 139-l

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: https://www.ny.gov/combating-sexual-harassment-workplace/employers.

Pursuant to N.Y. State Finance Law § 139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and

consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – *NYS Required Certifications*, which Bidder must submit with its bid.

5.18 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

5.19 Report of Contract Usage

The Contractor shall furnish semi-annual reports, using the format specified in Attachment 8 – *Report of Contract Usage*, containing total sales for both State Agency and Authorized non-State Agency Contract purchases no later than forty-five (45) days after the close of the reporting period. Sales for January 1st through June 30th would be due by August 15th. Sales for July 1st through December 31st would be due by February 15th.

Contractors shall specify if any authorized resellers are NYS Certified Minority and/or Women-Owned Business Enterprises (MWBEs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the contract manager listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Contractor's name and sales period.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases, may be required by OGS and must be supplied upon request. Failure to submit completed reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to and separate from Appendix B – *Termination* and shall take effect 30 calendar days from the date of written notification to the Contractor. The Contract may also be terminated for failure to submit the required Report of Contract Usage as specified under this Section.

5.20 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal opportunities for minority group members and women shall apply to all Contractors and any subcontractors, awarded a subcontract over $25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing to be performed for or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January to report the actual workforce utilized during the previous quarter in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: https://ny.newnycontracts.com

The Workforce Audits must be completed electronically in the NYS Contract System Workforce Audit Module. Separate audits shall be completed by Contractor and all subcontractors, and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce

utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Business Diversity. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE

D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.

E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify

the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333.1. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:

(a) If a Bidder fails to submit an MWBE Utilization Plan;
(b) If a Bidder fails to submit a written remedy to a notice of deficiency;
(c) If a Bidder fails to submit a request for waiver; or
(d) If OGS determines that the Bidder has failed to document good faith efforts.

G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333.1, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued with regard to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System - Vendor training**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/FrontEnd/TrainingList.asp.

D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on "**Vendor Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "**Change Info**." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User**." When identifying the person responsible, please add "**- MWBE Contact**" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "**Contact Us & Support**" then "**Technical Support**" on the NYSCS website.

E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS OBD Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

A. Where OGS determines that the Contractor is not in compliance with the MWBE requirements of this Section, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/MWBE

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

5.21 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

A. OGS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/Veterans/. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

(a) If a Bidder fails to submit an SDVOB Utilization Plan;
(b) If a Bidder fails to submit a written remedy to a notice of deficiency;
(c) If a Bidder fails to submit a request for waiver; or
(d) If OGS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request For Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regard to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The

Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to OGS.sm.PS.Furniture@ogs.ny.gov.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

A. Copies of solicitations to SDVOBs and any responses thereto.

B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.

D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at https://ogs.ny.gov/veterans/ and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: ogssdvobreports@ogs.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE UNDER AT: https://ogs.ny.gov/Veterans/

5.22 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

5.23 Surplus/Take-Back/Recycling

A. A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

B. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in

compliance with applicable local, state, and federal laws. See Section III below for specific requirements governing electronic equipment recycling.

C. The NYS Department of Environmental Conservation ("DEC") Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html

D. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology ("NIST") Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

5.24 Environmental Sustainability and NYS Executive Order Number 22

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 22 (Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 22, including specifications for offerings covered by this Contract, may be found at https://ogs.ny.gov/greenny/. State entities subject to Executive Order No. 22 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

5.25 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

5.26 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy-duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy-duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

5.27 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

5.28 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

5.29 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at http://www.osc.state.ny.us/vendors/index.htm or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

5.30 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at https://www.tax.ny.gov/ for additional information.

5.31 "OGS or Less" Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

5.32 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the

OGS web site (https://online.ogs.ny.gov/purchase/snt/othersuse.asp). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

5.33 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Requests must be submitted to the OGS contract manager prior to the use of any Contract. Requestors will be provided with instructions and the proper form(s) to be completed for review and approval by OGS.

5.34 Authorized Resellers

A. Definitions

"Authorized Reseller" shall refer to alternate distribution sources (distributors or dealers) for a manufacturer that are authorized and designated by said manufacturer, subject to approval by New York State.

B. Conditions of Authorized Reseller Participation

Authorized Resellers must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Authorized Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Authorized Resellers and their participation under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that:

1. Such qualifying criteria are uniformly applied to all potential Authorized Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement;
2. All general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term;
3. Those qualifying criteria met by the Authorized Reseller must be identified in Authorized Reseller designations on Attachment 12 –*Contractor and Reseller/Distributor Information Sheet* at the time that Reseller approval is requested; and,
4. Immediate advance notice is provided to OGS in the event that a change in Authorized Reseller's status occurs during the Contract term.

All Authorized Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Authorized Reseller's participation or ability to quote a particular order.

C. Designation of Authorized Resellers

Bidders should submit with their Bid a listing of Authorized Reseller(s) chosen to fulfill orders, and/or accept payments under this Solicitation and subsequent Award, within Attachment 12 –*Contractor and Reseller/Distributor Information Sheet* and note whether the Authorized Reseller is a Minority or Women Owned Business Enterprise (MWBE), a Service-Disabled Veteran Owned Business (SDVOB), or a New York State Small Business (SB). Should the Bidder allow the Authorized Reseller to take orders, ship direct, or accept payments, they must note such within the Attachment. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS. If Authorized Reseller(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, and do not possess a New York State Vendor ID number, the Bidder/Contractor must provide OGS, in advance, with an Office of the State Comptroller (OSC) Substitute W-9 form https://ogs.ny.gov/BU/RE/Retail/2017/18316_18317/Substitute2017.pdf, which should be completed by each of the

Authorized Reseller(s), and submitted to the Office of General Services. OGS will initiate the vendor registration process for all Bidders recommended for Contract Award and their Authorized Reseller(s). Once the process is initiated, such registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. **All Authorized Reseller(s) must be approved in advance by OGS**.

D. Responsibility for Reporting/Performance

Contractor shall be fully liable for an Authorized Reseller's performance and compliance with all Contract terms and conditions. Product purchased through an Authorized Reseller must be reported by the Contractor in the required semi-annual sales reports to the State as a condition of payment. In addition to inclusion of Authorized Reseller volume in the Contractor's sales reporting obligation to the State, at the request of an Authorized User, the Authorized Reseller shall provide the Authorized User with reports of the individual Authorized User's Contract activity with the Authorized Reseller.

E. Applicability of Contract Terms

Product ordered directly through Authorized Resellers shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Authorized Reseller participation.

F. Authorized Reseller Updates

If the Bidder/Contractor allows Authorized Reseller(s) to participate in the Contract, requests to add or delete Authorized Reseller(s) or to modify their information must be submitted by the Contractor for prior approval of OGS. Submissions for the addition and/or deletion of Authorized Reseller(s) will be accepted quarterly, January 1st through January 15th, April 1st through April 15th, July 1st through July 15th, and October 1st through October 15th. Contractors must utilize Attachment 12 – *Contractor and Reseller/Distributor Information Sheet* for each submission and are strongly encouraged to email the OGS contract manger, in advance of the allowable timeframe for submissions, to obtain the most current template(s) for the update. OGS reserves the right to give first consideration to substantially complete submissions, as well as to deny revisions to a Contractor's Authorized Reseller Information Sheet whereas the Contractor is delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of Insurance requirements. In addition, OGS reserves the right to deny revisions to a Contractor's Authorized Reseller Information Sheet during the last six (6) months of the Contract term without prior notice.

5.35 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references or complete a credit application.

5.36 Centralized Contract Modifications

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor shall be processed in accordance with Appendix C, *Contract Modification Procedure*. The Contractor shall submit all requests, except for product and pricing updates as set forth in Section 5.4 – *Price List Updates*, in the form and format contained in Appendix C, *Contract Modification Procedure*. The form contained within Appendix C is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

5.37 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

5.38 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

5.39 Instruction Manuals

At the time of delivery, Contractor shall provide a complete instruction manual for the Product and for each component supplied, as applicable, to the Authorized User.

5.40 Contract Documents; Electronic Format

OGS encourages Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents with original signatures. Documents requested by OGS should be submitted in the format specified by OGS. Contractor is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically for the term of the contract and any extensions thereof, and for a period of six (6) years after the term of the contract has ended. Contractor shall submit such documents with original signatures to OGS upon request. If Contractor seeks to assign the contract during the term, Contractor shall provide all documents relating to the bid and contract that it has retained to the successor Contractor (assignee) upon OGS consent to the assignment.

5.41 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

End of Document

TOWN OF JUPITER
STANDARD TERMS AND CONDITIONS OF
PURCHASE ORDER AGREEMENTS

(1) The delivery of the goods and/or services within the time specified is of the essence of this Purchase Order. Buyer shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the date(s) and time(s) specified. In the event Seller fails to make timely shipment, Buyer shall have the right to purchase elsewhere, and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse Town for any additional charges incurred.

(2) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.

(3) Calculations for invoice payment will be calculated from date Town receives the invoice.

(4) All packages MUST BEAR THE TOWN'S PURCHASE ORDER NUMBER on the shipping label.

(5) The risk of loss, injury or destruction, regardless of the cause shall be borne by the seller until delivery of goods to the specified destination, and Inspection and acceptance of the goods by Buyer. Rejected goods will be returned to Seller at Seller's risk and expense.

(6) Title of goods shall pass to Buyer upon acceptance.

(7) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:

(a) Conform in all respect to the description and specifications contained in this Purchase Order;
(b) Be merchantable and fit for the ordinary purposes for which such goods are used or Intended to be used;
(c) Be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by Buyer unless otherwise stipulated herein;
(d) be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
(e) Comply with the requirements of all applicable federal state and municipal laws, rules and regulations;
(f) Not infringe upon or violate any copyrights or patent rights.

No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment to Buyer.

(8) Seller shall indemnify and hold harmless Buyer for all damages, losses and liabilities arising out of the operations of Seller pursuant to this Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or provision of the goods and/or services under this Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.

(9) Seller shall comply with the Fair Labor Standards Act and Equal Employment Opportunity Provisions of Executive Orders.

(10) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.

(11) If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Seller must submit copies of the Material Safety Data Sheet IMSOSI for each substance to the Town of Jupiter's Risk Management Coordinator,210 Military Trail, Jupiter, Florida 33458 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

(12) This Purchase Order shall be governed and construed according to the laws of the State of Florida.

(13) This Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by written amendment signed by authorized agents of both Buyer and Seller.

(14) Any Shipment made in accordance with this Purchase Order constitutes an acceptance of the foregoing conditions.

(15) EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.

(16) Non-Appropriation of Funds: It is understood that Town funds are contingent upon the availability of lawful appropriations by the Town Council. Subject to the applicable provisions of the Town Charter, the Town represents: that it has adequate funds to meet its obligations under this order for the full price set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such contract period. However, if the Town Council fails at any time during such contract period(s) to continue funding for any purchase order awarded, the Towns obligations under such contract(s) are terminated as of the date that the funding expires without further obligation to the Town.

(17) Vendor shall submit a certificate of insurance when required, listing the Town of Jupiter listed as "Additional Insured" for General and Automotive liability. Commercial General Liability coverage limits of $1,000,000 per occurrence combined single limit. Vendor shall also submit if requested by the Town, proof of Workers Comp insurance with limits as required by statue.

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 3, 2026

Re: Procurement Review – JFRD Furniture and Fixture Purchase

After reviewing the documents associated with the request to issue a Purchase Order for Furniture and Fixtures to JC White in the amount of $228,009 from the Florida State Contract 561200000-24-NY-ACS for the Jupiter Fire Rescue Department, I have found that the request meets all procurement requirements of F.S. 287.056.

This cooperative purchase complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Nanofiltration Acid Tank Replacements (W2514)

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 3-26: Approving a contract to Lawrence Lee Construction Services, Inc. for Nanofiltration Acid Tank Replacements (W2514) for an amount of $1,976,600, and amendment of the project budget.

EXECUTIVE SUMMARY

Resolution 3-26 provides for the award of a construction contract to Lawrence Lee Construction Services, Inc. (Lawrence Lee) of Stuart, Florida for Nanofiltration Acid Tank Replacements (W2514) for the total base bid amount of $1,976,600, and amendment of the NF Acid Tank Replacements CIP project budget from $1,344,000 to $1,905,181.

In fiscal year (FY) 2025, the Town Council adopted a Community Investment Program (CIP) project to replace the aging sulfuric acid bulk storage and day tanks located at the Town's nanofiltration (NF) water treatment plant. Sulfuric acid is a necessary chemical used in the water treatment process to lower the pH of water. As a highly corrosive chemical, it requires specialized storage and handling to maintain chemical purity, minimize corrosion, prolong storage tank life, and ensure the safety of people and the surrounding areas. In 2023, one of the existing 20,000-gallon, carbon steel, sulfuric acid bulk storage tanks at the NF facility required emergency repairs to address pinhole leaks. Internal inspection of the existing tanks revealed significant erosion of the interior tank walls. The existing NF sulfuric acid tanks have approached their end of useful life and must be replaced. This contract consists of replacing two NF sulfuric acid bulk tanks and associated day tanks with new epoxy-lined steel tanks equipped with a dry air desiccant system to reduce the introduction of moisture from ambient air into the tanks to maintain chemical purity and prolong the tank's useful life. A dry air desiccant system will also be installed on the existing reverse osmosis (RO) sulfuric acid storage tanks under this contract.

Publicly advertised competitive bids were solicited via EUNA OpenBids, formally Demandstar, on November 18, 2025, from qualified contractors capable of completing the work. A total of four (4) sealed bids ranging in price from $1,976,600.00 to $2,252,000.00 for the base bid were received and opened publicly on December 16, 2025. The lowest bid was submitted by Lawrence Lee Construction Services, Inc. of Stuart, Florida for an amount of $1,976,600.00, which is 7.4% lower than the next lowest bid. The bid proposal included an alternate bid item to re-coat the acid containment area. However, the Town can complete the coating work at a lower cost using the existing Utilities Painting Maintenance Contract, so the alternate bid item is not proposed to be utilized for this contract. A detailed bid tabulation is attached for reference.

Lawrence Lee's bid proposal was evaluated and reviewed by the design engineer, Hazen and Sawyer, for responsiveness to the bid requirements and the previous experience and project references submitted in their bid were verified and reflect a favorable work history. Hazen and

Sawyer's bid review memorandum is provided as an attachment.

After establishing Lawrence Lee as the lowest responsive bidder, Town staff was successful in negotiating a proposed deductive change order with Lawrence Lee to reduce the contract price by $50,000 from $1,976,600 to $1,926,600. Cost savings were negotiated to reuse, rather than replace, existing level monitoring instrumentation for the bulk and day tanks. The existing instrumentation is still functional, but the technology is obsolete and approaching the end of its useful life. Its eventual replacement can be completed by Town staff and at a cost less than the value of the credit offered by the Contractor. In addition, approximately $40,000 in savings is expected to be realized through procurement of the bulk and day tanks under the Sales and Use Tax Savings Program included in the contract. A deductive change order with Lawrence Lee for the instrumentation credit and sales tax savings will be executed by staff if the contract is awarded.

Funding for this project comes from three appropriated CIP projects, namely the NF Acid Tank Replacements (W2514), Nitrogen Blanket in Sulfuric Acid Tanks (W1605), and Water Asset Maintenance (W1290), as shown in the attached project budget. Total appropriated funding falls short by $561,181, with the proposed and anticipated instrumentation and sales tax credits discussed above and reflected in the proposed project budget. Construction pricing in the industrial municipal water and wastewater industry remains elevated and difficult to predict due to market volatility, extremely long lead times for industrial materials and equipment, tariff uncertainty, and construction costs that are not reliably predicted by traditional national indices. A review of Lawrence Lee's bid pricing against the engineer's opinion of probable construction cost (OPCC) indicates that the lowest total base bid price exceeds the total OPCC price by nearly 36%, with specific scopes exceeding the OPCC as follows: 53% for the removal and replacement of the storage tanks, 34% for construction of the dry air desiccant systems and 83% for the electrical and instrumentation improvements. The bid cost comparison to the OPCC is included as an attachment.

Budget transfers from three recently completed Water Utility CIP projects for a combined amount of $360,808 and a transfer of $200,373 from the Water Enterprise Renewal and Replacement Fund are requested to amend the NF Acid Tank Replacement CIP project budget and fully fund this contract. The Funding Source table at the end of this Executive Summary and the attached proposed project budget list the budget transfer requests. The amount of this request is $1,971,047, which reflects a reduced contract value of $1,926,600 with Lawrence Lee including a $50,000 credit for elimination of instrumentation work scope and preliminary estimated tax savings to the Town of $40,000, and other anticipated costs including engineering services during construction, permitting, and a 2.5% construction contingency, to support the work under the proposed contract.

Provided this contract with Lawrence Lee is approved on February 17, 2026, it is anticipated that a Notice to Proceed will be issued in March 2026, whereas construction will not begin for another 40 weeks due to extended lead times anticipated for the new tanks. The project is expected to be completed by February 2027.

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

ANALYSIS

Lawrence Lee's bid was responsive to the bid requirements and a review of their bid indicates that they are qualified and experienced to perform the work required in the proposed contract to replace the nanofiltration acid tanks. Resolution No. 3-26 provides for Town Council's approval to award the Nanofiltration Acid Tank Replacements (W2514) construction contract to Lawrence Lee Construction Services, Inc. for the total base bid amount of $1,976,600. If approved, a deductive change order will be executed to realize savings associated with removal of instrumentation from the contract scope and owner procurement of the tanks through the sales and use tax savings program included in the contract. Budget transfers totaling $360,808 from three recently completed Water Utility CIP projects, and a transfer of $200,373 from the Water Enterprise Renewal and Replacement Fund are requested to amend the NF Acid Tank Replacements (W2514) CIP project budget from $1,344,000 to $1,905,181 to fully fund this project.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 3-26
2. Detailed Bid Tabulation
3. FY25 Adopted CIP Project Sheet
4. Lawrence Lee Bid Proposal
5. Agreement (Contract) between the Town and Lawrence Lee
6. Hazen and Sawyer Bid Review
7. Bid Comparison to Engineers OPCC
8. W2514 Proposed Amended Project Budget
9. Procurement Manager Review Memo

FUNDING SOURCE

Amount of this Request	$1,971,047	Contract value of $1,976,600 less deductive change order, instrumentation and sales tax savings
Amount Approved in Budget	$1,233,165 $ 99,357 $ 77,344 $1,409,866	Sources: (Values represent current available funding) 40150133-562400-W2514 NF Acid Tank Rplcmt CIP 40151033-562400-W1605 Nitrogn Blanket Sulfuric Acid Tank CIP 40150133-546099-W1290 Water Asset Maint CIP Total
Additional Funding Requested	$ 125,000 $ 111,193 $ 124,615 $ 200,373 $ 561,181	Sources: (Budget Transfers) 40151033-562400-W1503 MBA Rehab/RO Perm Odor CIP 40151033-563401-W2213 Dolphin Dr WM Replace CIP 40151033-563401-W2303 Pennock Industrial Park Valve/Hydrant CIP Water Enterprise Renewal and Replacement Total

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

RESOLUTION NO. 3-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR NANOFILTRATION ACID TANKS REPLACEMENT (W2514) WITH LAWRENCE LEE CONSTRUCTION SERVICES, INC.

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

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

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities of a contract for Nanofiltration Acid Tanks Replacement (W2514); and

WHEREAS, the lowest responsive bid received by the Town for the Nanofiltration Acid Tanks Replacement (W2514) contract was submitted by Lawrence Lee Construction Services, Inc. of Stuart, Florida on December 16, 2025 for a total base bid price of $1,976,600; and

WHEREAS, Lawrence Lee's bid submitted on December 16, 2025 for Nanofiltration Acid Tanks Replacement (W2514) was reviewed and found to be responsive to the bid requirements and suitable for award of the construction contract; and

WHEREAS, funding appropriated for this contract exists in three adopted Community Investment Program (CIP) project budgets namely, Nanofiltration Acid Tanks Replacement (W2514), Nitrogen Blanket in Sulfuric Acid Tank (W1605), Water Asset

Maintenance (W1290); and

WHEREAS, appropriated funding in the NF Acid Tank Replacement (W2514) CIP project falls short by $561,181; and

WHEREAS, the NF Acid Tank Replacements (W2514) CIP project budget can be amended from $1,344,000 to $1,905,181 to fully fund the contract by means of budget transfers from three recently completed Water Utility CIP projects namely, $125,000 from MBA Rehab for RO Permeate Odor Control (W1503), $111,193 from Dolphin Dr Watermain Replacement (W2213), and $124,615 from Pennock Industrial Park Valves and Hydrants (W2303) and a transfer of $200,373 from the Water Enterprise Renewal and Replacement (R&R) Fund.

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.

02/17/2026

Town of Jupiter Utilities
NANOFILTRATION ACID TANKS REPLACEMENT (W2514)

December 16, 2025 11:00am Bid Opening

VENDOR				LAWRENCE LEE CONSTRUCTION SERVICES, INC.		RAZORBACK LLC		INTERCOUNTY ENGINEERING, INC.		CONTI LLC	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BASE BID ITEMS											
1	Consideration of Indemnification	1	LS	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
2	Bonds and Insurance (Not to exceed 2% of Construction Bid Items)	1	LS	$30,000.00	$30,000.00	$43,000.00	$43,000.00	$33,600.00	$33,600.00	$45,000.00	$45,000.00
3	Unforeseen Conditions Allowance	1	ALLOW	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
4	General Conditions/Contract Administration _____% of Bid Price (Not to exceed 1% of Construction Bid Items)	1	LS	$15,000.00	$15,000.00	$21,000.00	$21,000.00	$41,129.00	$41,129.00	$22,000.00	$22,000.00
5	Mobilization and Demobilization (Not to exceed 5% of Construction Bid Items)	1	LS	$80,000.00	$80,000.00	$105,000.00	$105,000.00	$2,800.00	$2,800.00	$115,000.00	$115,000.00
6	Pre-Construction and Post-Construction Video	1	LS	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$22,400.00	$22,400.00	$2,500.00	$2,500.00
7	Nanofiltration Bulk Acid Storage Tanks – Demolish and Replace	1	LS	$858,000.00	$858,000.00	$880,000.00	$880,000.00	$1,333,735.00	$1,333,735.00	$995,000.00	$995,000.00
8	Nanofiltration Day Acid Storage Tanks – Demolish and Replace	1	LS	$575,000.00	$575,000.00	$440,000.00	$440,000.00	$93,744.00	$93,744.00	$490,000.00	$490,000.00
9	Nanofiltration Acid Dessicant Dryer and Reactor System	1	LS	$86,000.00	$86,000.00	$79,000.00	$79,000.00	$166,390.00	$166,390.00	$80,000.00	$80,000.00
10	Nanofiltration Electrical, Instrumentation, and Control Improvements	1	LS	$75,000.00	$75,000.00	$110,000.00	$110,000.00	$40,818.00	$40,818.00	$250,000.00	$250,000.00
11	RO Acid Dessicant Dryer and Reactor System	1	LS	$100,000.00	$100,000.00	$96,000.00	$96,000.00	$146,308.00	$146,308.00	$73,700.00	$73,700.00
12	RO Electrical Improvements	1	LS	$60,000.00	$60,000.00	$20,000.00	$20,000.00	$31,903.00	$31,903.00	$75,000.00	$75,000.00
13	All other Work Described in the Contract Documents	1	LS	$20,000.00	$20,000.00	$263,900.00	$263,900.00	$133,672.00	$133,672.00	$28,700.00	$28,700.00
	TOTAL BASE BID PRICE: (ITEM NOS. 1-13) =				**$1,976,600.00**		**$2,135,000.00**		**$2,121,599.00**		**$2,252,000.00**
ADDITIVE ALTERNATE BID ITEMS											
AA1	Recoating of Nanofiltration Bulk Acid Storage Tank Secondary Containment	1	LS	$40,000.00	$40,000.00	$66,000.00	$66,000.00	$86,000.00	$86,000.00	$70,000.00	$70,000.00
	TOTAL ADDITIVE ALTERNATE BID PRICE: (Item No. AA1) =				**$40,000.00**		**$66,000.00**		**$86,000.00**		**$70,000.00**
	TOTAL BASE BID + ADDITIVE ALTERNATE BID PRICE: (ITEM NOS. 1-13 + AA1) =				**$2,016,600.00**		**$2,201,000.00**		**$2,207,599.00**		**$2,322,000.00**

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name:	**Department:**	
Nanofiltration Acid Tanks Emergency Replacement	Utilities	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	W25XX	2026

Project Description and Justification:

The Water Treatment Plant (WTP) relies on sulfuric acid to lower the pH of drinking water both as a pre-treatment chemical upstream of the nanofiltration (NF) membranes to prevent scaling and as a post-treatment chemical to achieve regulatory requirements for hydrogen sulfide removal. In 2010, a sulfuric acid chemical storage and chemical feed system was constructed with the NF plant that provides necessary chemical treatment to both the NF plant and RO concentrate treatment facility. The system consists of two, 20,000 gallon and two, 1,000 gallon unlined, steel chemical storage tanks. In 2023, one of the 20,000 gallon bulk tanks required emergency repairs to address pinhole leaks. Internal inspection of the bulk tanks revealed significant erosion of the interior tank walls. The hazardous chemical tanks have approached end of useful life and require replacement.

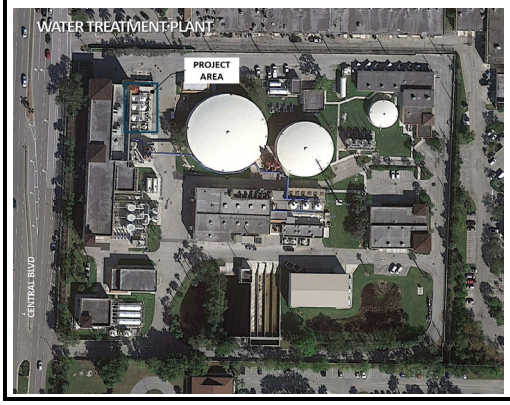
This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by managing the timely renewal and replacement of the NF sulfuric acid chemical storage tanks, promoting safety at the WTP site and maintaining reliability of the drinking water system. Failure of the tanks presents a significant safety risk to employees and WTP assets, will require emergency response, hazardous waste remediation, and regulatory notification. Loss of use of sulfuric acid will impact treatment effectiveness and inability to produce water that meets all regulatory requirements.

The new tanks will contain a specialized interior coating to extend the life of the tanks and a dry air desiccant system to reduce corrosivity of the acid. During design, chemical usage and resulting tank size requirements will be re-evaluated to determine if smaller tanks and/or differing material can be used to minimize replacement costs.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025	Design, permitting and construction for replacement of sulfuric acid tanks	$1,344,000
2026		$0
2027		$0
2028		$0
2029		$0

Project Photo(s) / Map of Location



TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029

Project Name:	**Department:**
Nanofiltration Acid Tanks Emergency Replacement	Utilities
Link to Strategic Plan/Strategic Result:	**Project #:**
Safety / Fiscal Responsibility	W25XX

Project Budget:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0
Engineering	$0	$224,000	$0	$0	$0	$0	$224,000
Construction	$0	$665,000	$0	$0	$0	$0	$665,000
Equipment	$0	$455,000	$0	$0	$0	$0	$455,000
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$0**	**$1,344,000**	**$0**	**$0**	**$0**	**$0**	**$1,344,000**

Funding Sources:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
General revenues	$0	$0	$0	$0	$0	$0	$0
Impact fees	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Escrow & deposits	$0	$0	$0	$0	$0	$0	$0
Grant revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$0	$1,344,000	$0	$0	$0	$0	$1,344,000
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$0**	**$1,344,000**	**$0**	**$0**	**$0**	**$0**	**$1,344,000**

Previous Years:	**Prior to FY 2020**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Total**
Amount Budgeted	$0	$0	$0	$0	$0	$0	$0
Amount Expended	$0	$0	$0	$0	$0	$0	$0
Balance							**$0**

ORIGINAL

BID PROPOSAL

Bidding Company Name: Lawrence Lee Construction Services, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

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

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, 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 Bids; 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 complete the Work, which includes, but is not limited to:
>
> Replace two (2) existing sulfuric acid bulk storage tanks and two (2) day tanks including level transmitters and probes for each tank associated with the nanofiltration (NF) treatment process at the Town's Water Treatment Plant. Work includes demolition of two (2) existing 20,000-gallon sulfuric acid bulk storage tanks and two (2) existing sulfuric acid day tanks; replacement with two (2) new 12,000-gallon bulk storage tanks and two (2) new sulfuric acid day tanks; demolition and replacement of associated fill, transport, overflow, and vent piping; demolition and replacement of associated electrical panels, conduits, and wires/cables; demolition and replacement of compressed air piping for the nanofiltration (NF) and reverse osmosis (RO) bulk sulfuric acid storage tanks; installation of one (1) new desiccant air dry system for the NF acid tanks and one (1) new desiccant air dry system for the RO acid tanks; temporary removal of existing catwalk over the existing NF bulk acid storage tanks and its replacement; and installation of related components and appurtenances as required for maintenance of water treatment plant operations and to provide a complete and operational system as described in the Bid Documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

BIDDING COMPANY NAME: Lawrence Lee Construction Services, Inc.

BID SCHEDULE OF VALUES

NANOFILTRATION ACID TANKS REPLACEMENT (W2514)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
BASE BID ITEMS					
1	Consideration of Indemnification	1	LS	$ 100.00	$ 100.00
2	Bonds and Insurance (Not to exceed 2% of Construction Bid Items)	1	LS	$ $30,000.00	$ $30,000.00
3	Unforeseen Conditions Allowance	1	ALLOW	$ 75,000.00	$ 75,000.00
4	General Conditions/Contract Administration 1 % of Bid Price (Not to exceed 1% of Construction Bid Items)	1	LS	$ $15,000.00	$ $15,000.00
5	Mobilization and Demobilization (Not to exceed 5% of Construction Bid Items)	1	LS	$ $80,000.00	$ $80,000.00
6	Pre-Construction and Post-Construction Video	1	LS	$ $2,500.00	$ $2,500.00
7	Nanofiltration Bulk Acid Storage Tanks – Demolish and Replace	1	LS	$ 858,000.00	$ 858,000.00
8	Nanofiltration Day Acid Storage Tanks – Demolish and Replace	1	LS	$ $575,000.00	$ $575,000.00
9	Nanofiltration Acid Dessicant Dryer and Reactor System	1	LS	$ $86,000.00	$ $86,000.00
10	Nanofiltration Electrical, Instrumentation, and Control Improvements	1	LS	$ $75,000	$ $75,000
11	RO Acid Dessicant Dryer and Reactor System	1	LS	$ $100,000.00	$ $100,000.00
12	RO Electrical Improvements	1	LS	$ $60,000	$ $60,000
13	All other Work Described in the Contract Documents	1	LS	$ $20,000	$ $20,000
				Total Base Bid Amount (Item Nos. 1 - 13) =	$ 1,976,600.00
ADDITIVE ALTERNATE BID ITEM					
AA1	Recoating of Nanofiltration Bulk Acid Storage Tank Secondary Containment	1	LS	$ $40,000	$ $40,000

BID SCHEDULE OF VALUES

NANOFILTRATION ACID TANKS REPLACEMENT (W2514)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE

Total Additive Alternate Bid Amount (Item No. AA1) = $ $40,000.00

Total Base Bid + Additive Alternate Bid Amount (Item Nos. 1 – 13 + AA1) = $ 2,016,600.00

* Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.

Total Base Bid Amount (Item Nos. 1 - 13) in Words: One million nine Hundred Seventy-six Thousand Six Hundred Dollars and no cents

Total Additive Alternate Bid Amount (Item No. AA1) in Words: Forty thousand dollars and no cents.

Total Base Bid + Additive Alternate Bid Amount (Item Nos. 1-13 + AA1) in Words: Two Million Sixteen Thousand Six Hundred Dollars and no cents

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

LIST OF SUBCONTRACTORS/SUPPLIERS

Bidder shall complete the information in the table below identifying subcontractors and material/equipment suppliers, who will perform work, render service, or supply materials or equipment to the prime contractor under the proposed contract according to the plans and specifications, in an amount greater than two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. If Bidder intends to self-perform any discipline listed below, Bidder shall write "Self-Perform" in the last column. Bidder shall write-in any disciplines greater than 2%, that are not listed below, provide additional pages, if needed.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor/Supplier Name & Address
Chemical Bulk Tank Manufacturer		19%	Dixie Southern 1150 Pebbledale Rd Mulberry, FL 33860
Chemical Day Tank Manufacturer		9%	Dixie Southern 1150 Pebbledale Rd Mulberry, FL 33860
Desiccant Dryer Manufacturer		4%	Lectrodryer 135 Quality Drive Richmond, KY 40475
Stainless Steel Fabricator/Welding Subcontractor		3%	Advanced Metal Work 1780 Calumet St Clearwater, FL 33765
Instrumentation and Controls Supplier	~~TBD~~ @	3%	Champion Controls 811 NW 57th Place FT Lauderdale, FL 33309
Electrical Subcontractor	EC13012344	3%	Wave Electric 980 Service St, Unit 24 West Palm Beach, FL 33407
Mechanical Subcontractor	Self-Perfomed		
Disposal of Hazardous Materials Subcontractor	Self-Perfomed		
Paint		6%	Universal Painting Corp. 108F N Reading Rd, Suite 209 Ephrate, PA 17522

Note: Provide licenses, certifications, experience, and experience qualification forms for all subcontractors listed above. Attach additional pages as needed.

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid. Attach copies of applicable Licenses)

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

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

B. The individual who holds the registered General Contractor's License for the Bidder shall be active in the management and ownership of the Bidder's firm and shall be available to provide expertise on the project during the course of the Work, for the complete duration of the project, as may be needed. Provide the name of the individual who holds the registered General Contractor license in the State of Florida and the associated license number:

CGC-1525837

1. State the numbers of years Bidder's firm has been doing business in the State of Florida:

   8 years

2. State the number of years Bidder's firm has been doing business as a registered General Contractor licensed in the State of Florida:

   8 years

3. Bidder typically performs >51 % of the work with Bidder's own forces. List the trades below for which Bidder's firm is qualified to self-perform on this project:
   Concrete, Equipment Setting, Sitework, Misc. Metals, and Piping

4. Has Bidder ever failed to complete awarded work? No
   If so, state where, when and why:

QUALIFICATION REQUIREMENTS (CONTINUED)

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

   800 SE Lincoln Ave, Stuart, FL 34994

6. State the number of employees available to complete the work contemplated by this contract.

   31

7. Provide the name and experience of the Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

   Richard Stahl - Vice President - Please see attached resume

8. Provide name and experience of the Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

   Steve Flannery - Vice President of Field Operations - please see attached resume

9. List equipment owned by Contractor to complete the Work identified for this contract.

   Material Handler

10. List equipment to be rented by Contractor to complete the Work of this contract.

    Crane

QUALIFICATION REQUIREMENTS (CONTINUED)

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

    NOTES:

    a. Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid) and those listed on the List of Subcontractors/Suppliers form to be included in the sealed bid. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Bidder, provide previous experience and references for at least four (4) similar projects in scope and magnitude, completed over the past five (5) years.

    b. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

    c. In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

12. List ALL projects within the past five years (started, underway, or completed) for which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

    PROJECT/OWNER/CONTACT INFO: n/a

    TOTAL LD AMOUNT ASSESSED: _____

    REASON FOR LDs: _____

    PROJECT/OWNER/CONTACT INFO: _____

    TOTAL LD AMOUNT ASSESSED: _____

    REASON FOR LDs: _____

    PROJECT/OWNER/CONTACT INFO: _____

    TOTAL LD AMOUNT ASSESSED: _____

    REASON FOR LDs: _____

13. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/a

OWNER: _____

TYPE OF LITIGATION: _____

REASON FOR LITIGATION: _____

_____

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

Will provide upon low bid and request.

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QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Indian River County - Hobart RO WTP - Chemical Tanks Replacement

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [✓] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: Replacement of a 16,000 gal bulk sulfuric acid tank with a new 12,000 gal horinzontal steel storage tank. Replacement of a 5,200 gal bulk caustic tank with a new 5,200 gal horizontal steel storage tank. Replacement of the tanks required new PVCF and seconadry containment piping, minor electrical and I&C modifications, and containment coatings.

CONTRACT VALUE: $389,000.00

TOTAL VALUE OF CHANGE ORDERS: $0

REASON FOR CHANGE ORDERS: No change orders were made

CONTRACT START AND COMPLETION DATES: 08/2020-04/2021

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Indian River County - Howard Richards

772-226-1821 - hrichards@indianriver.gov

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn & Associates

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Nick Black - 561-421-1979 - nick.black@kimley-horn.com

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: City of Melbourne - Canova Beach Pump Booster Station Improvements

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [✓] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: Construction of a Potable Water Booster Pump Station including (3) 100 HP vertical turbine-can pumps, precast concrete electrical building, prefrabricated chemical building including storage tanks and chemical skids, yard piping and electical and I&C, and a new FPL service.

CONTRACT VALUE: $4,747,556.00

TOTAL VALUE OF CHANGE ORDERS: $50,556.00

REASON FOR CHANGE ORDERS: Additive work to scope

CONTRACT START AND COMPLETION DATES: 05/2023-04/2025

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: City of Melbourne - 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 - garcialinae@cdmsmith.com

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: Martin County Continuing Services Contracts WTP & WWTP

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [✓] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: 5-year continung services contract for work at the County's WTP & WWTPs

CONTRACT VALUE: $2,093,548.00

TOTAL VALUE OF CHANGE ORDERS: ($150,417.00)

REASON FOR CHANGE ORDERS: Owner direct purchase

CONTRACT START AND COMPLETION DATES: 10/2020-9/2025

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Martin County - Jeremy Covey

772-221-2353 - jcovey@martin.fl.us

ENGINEERING FIRM (DURING CONSTRUCTION): Design-Build

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Design-Build

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: City of Stuart - Chemical Feed System

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [✓] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 08/2023

SCOPE OF WORK: Upgraded sodium hypochlorite system including new bulk storage tanks and chemical skids

CONTRACT VALUE: $139,399.46

TOTAL VALUE OF CHANGE ORDERS: $2,319.49

REASON FOR CHANGE ORDERS: Additional I&C Programming needed

CONTRACT START AND COMPLETION DATES: 08/2023-08/2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: City of Stuart - Paul Hitchcock 772-288-1292 x6 - phitchcock@stuartfl.gov

ENGINEERING FIRM (DURING CONSTRUCTION): Design Build

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

As Subcontractor, we certify the following: (copy this form and complete for all subcontractors, provide 4 similar projects completed over the past 5 years)

(1) NAME & LOCATION OF PROJECT: South Centeral Regional Wastewater Treatment & Disposal Plant

1801 North Concress Ave, Delray Beach FL. 33445

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [ ] PRIME CONTRACTOR [✓] SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: Replacement of electrical infrastructure and equipment to facilitate a plant renovation/addition.

CONTRACT VALUE: $5,000,000.00

TOTAL VALUE OF CHANGE ORDERS: $0.00

REASON FOR CHANGE ORDERS: N/A.

CONTRACT START AND COMPLETION DATES: 2018-2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Project was completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: South Central Regional Wastewater Treatment & Disposal -

Doug Levine, 561-272-7061, dlevine@scrwwtp.org

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen and Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

John Koroshec, 561-314-2447, jkoroshec@hazebandsawyer.com

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

As Subcontractor, we certify the following: (copy this form and complete for all subcontractors, provide 4 similar projects completed over the past 5 years)

(1) NAME & LOCATION OF PROJECT: SFWMD Sites S-9 & S-9A

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [ ] PRIME CONTRACTOR [✓] SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: Replacement of electrical infrastructure and equipment to facilitate a plant renovation/addition.

CONTRACT VALUE: $3,500,000.00

TOTAL VALUE OF CHANGE ORDERS: $0.00

REASON FOR CHANGE ORDERS: N/A.

CONTRACT START AND COMPLETION DATES: 2020-2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): This project was completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: SFWMD, Elizabeth Frank, 561-682-2011

ENGINEERING FIRM (DURING CONSTRUCTION): Hillers

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Eric Johnson, 786-412-3191

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

As Subcontractor, we certify the following: (copy this form and complete for all subcontractors, provide 4 similar projects completed over the past 5 years)

(1) NAME & LOCATION OF PROJECT: Plantation Water Treatment Plant

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [ ] PRIME CONTRACTOR [✓] SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: Replacement of electrical infrastructure and equipment to facilitate a plant renovation/addition.

CONTRACT VALUE: $1,000,000.00

TOTAL VALUE OF CHANGE ORDERS: $0.00

REASON FOR CHANGE ORDERS: N/A.

CONTRACT START AND COMPLETION DATES: 2020-2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Project was completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Florida Governmental Utility Authority - Teresa Irby-Butler, 407-629-6900

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen and Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Lee, 305-778-7862

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

As Subcontractor, we certify the following: (copy this form and complete for all subcontractors, provide 4 similar projects completed over the past 5 years)

(1) NAME & LOCATION OF PROJECT: Palm Beach Island Storm Stations

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [ ] PRIME CONTRACTOR [✓] SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: Replacement of electrical infrastructure and equipment to facilitate a plant

CONTRACT VALUE: $1,000,000.00

TOTAL VALUE OF CHANGE ORDERS: $0

REASON FOR CHANGE ORDERS: N/A.

CONTRACT START AND COMPLETION DATES: 2020-2021

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Project was completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Palm Beach County, 561-838-5400

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen and Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Lee, 305-778-7862

ADDITIONAL INFORMATION:

Florida dbpr Department of Business & Professional Regulation

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AB&T Delinquent Invoice & Activity List Search

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

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Continuing Education Course Search

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AB&T Delinquent Invoice & Activity List Search

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

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Universal Painting

QUALIFICATION REQUIREMENTS (CONTINUED)

As Subcontractor, we certify the following: (copy this form and complete for all subcontractors, provide 4 similar projects completed over the past 5 years)

(1) NAME & LOCATION OF PROJECT: City of Mebane Water Resources Recovery Facility Improvements

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [ ] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: Anticorrosion coatings across a WRRF

CONTRACT VALUE: $48,021

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: Q3 2021- Q4 2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: City of Mebane, NC

ENGINEERING FIRM (DURING CONSTRUCTION): Jacobs

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Philip Ogden, 111 Corning Rd, Suite 200, Cary NC 27518

919-859-5782

ADDITIONAL INFORMATION:

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, 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:	310 calendar days from Notice to Proceed
Final Completion:	340 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor 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.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 3 (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 Bid 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 Bid 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 payment and performance bond in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

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 (CONTINUED)

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

SUBMITTAL DATE 12/16/2025

FIRM 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, President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL GS@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 - GS@LawrenceLeeConstruction.com - 561-578-7715

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

Richard Stahl, COO - RS@LawrenceLeeConstruction.com - 561-578-7027

Subscribed and sworn to before me, by means of ☑ physical presence or ☐ online notarization this 16 day of December, 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.

BRYLEE FRANK
MY COMMISSION # HH 631969
EXPIRES: May 23, 2029

NOTARY PUBLIC Brylee Frank

[Notary Seal]

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 CRF 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CRF 1910.119(h)).

B. **CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.**

2. OWNER RESPONSIBILITY

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 RESPOSIBILITY

A. Assure that each of the contractor's employee's is trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.

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 safety 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 <u>all</u> 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.

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION

Company Name: Lawrence Lee Construction Services, Inc.

Address 1: 800 SE Lincoln Ave

Address 2:

City, State, Zip: Stuart, FL 34994

Telephone No.: 561-941-2880

Fax No.: n/a

SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS

Company Name: n/a

Address:

City, State, Zip:

Relationship:

Company Name:

Address:

City, State, Zip:

Relationship:

SECTION 3: INSURANCE COVERAGE

3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:

- General Commercial Liability Insurance
- Automobile Liability
- 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?

8 years

3.3 Unless otherwise exempt from the requirement to maintain workers' compensation insurance in accordance with applicable law, all construction contractors shall submit, with their bid, documentation verifying their Experience Modification Rate (EMR) for the preceding three (3) years, as issued by their insurance carrier. The Town reserves the right, at its sole discretion, to reject any bid submitted by a contractor whose EMR exceeds 1.00, or to require the submission of a written explanation detailing the factors contributing to the elevated EMR and the corrective measures undertaken to address such factors. The EMR shall be considered as a component of the overall evaluation criteria in determining the contractor's responsibility, qualifications, and eligibility for award in accordance with the Town's procurement policies and applicable law.

Year	Intrastate EMR	Interstate EMR	Comments
2024	0.86		
2023	0.88		
2022	0.91		

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Acrisure - 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: 2024		Year: 2023		Year: 2022	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	0		0		0	
Restricted Workday Cases	0		0		0	
Medical Treatment (not First Aid) Cases	0		0		0	
Total Illness Cases	0		0		0	
Total Recordable Cases	0		0		0	
Fatalities	0		0		0	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

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: Weekly
- Employees? ✓ Yes __ No Frequency: Weekly
- New Hires? ✓ Yes __ No Frequency: Weekly
- Subcontractors? ✓ Yes __ No Frequency: Weekly

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? Bi-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).

Yes, we have a safety manual - will provide documnet upon low bid and request

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Steve Flannery Title: Vice President of Field Operations

Telephone No.: 561-248-0691

SECTION 8: HEALTH AND SAFETY CITATIONS

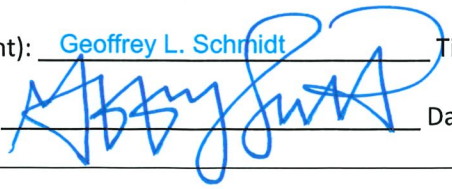
8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

n/a

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Geoffrey L. Schmidt Title: President

Signature:  Date: 12/16/2025

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, President

Date: 12/16/2025

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 2025-12-16 (date) by Geoffrey L. Schmidt, President (name of officer or agent, title of officer or agent) of Lawrence Lee Construction Services (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

BRYLEE FRANK
MY COMMISSION # HH 631969
EXPIRES: May 23, 2029

Notary Public

Brylee Frank

Name typed, printed or stamped

My Commission Expires: 5/23/29

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: Gael Schneider

Date: 16 DEC 25

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 16th (date) by Gael Schneider (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 State of Florida
Geoffrey Parkins
My Commission HH 645382
Expires 2/26/2029

Notary Public

Name typed, printed or stamped

My Commission Expires:

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Universal Painting Corp [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 Universal Painting Corp [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Andrew C. Aldrich

Print Name: Andrew C. Aldrich

Date: 12/15/2025

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 12/15/25 (date) by Andrew Aldrich (name of officer or agent, title of officer or agent) of Universal Painting Corp (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

BRYLEE FRANK
MY COMMISSION # HH 631969
EXPIRES: May 23, 2029

Notary Public

Brylee Frank

Name typed, printed or stamped

My Commission Expires: 5/23/29

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.]**

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

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

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

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

_____
[signature]

Sworn to and subscribed before me this 16 day of December, 2025

Personally known Geoffrey L. Schmidt

OR Produced identification _____ Notary Public – State of FL

My commission expires 5/23/29

BRYLEE FRANK
MY COMMISSION # HH 631969
EXPIRES: May 23, 2029

_____
(Printed typed or stamped commissioned name notary public)

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.	Trench Box	LF	1	$1,000.00	$1,000.00
B.					
C.					
D.					

Failure to complete the above may result in the bid being declared non-responsive.

THIS SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

BID BOND

This page should be clearly marked with a tab for easy identification during the bid opening process.

BIDDER	**SURETY**
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	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	**BID**
Name: Town of Jupiter Phone: 561-746-5134 Address *(principal place of business)*: Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 **Email address:** MitchellS@jupiter.fl.us	Project *(name and location)*: Nanofiltration Acid Tanks Replacement (W2514), Jupiter, FL *Town of Jupiter Water Treatment Plant, 17403 Central Boulevard, Jupiter, FL 33458* Bid Due Date: December, 16th 2025

BOND

Penal Sum: 5% of amount bid — Date of Bond: December, 16th 2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.

Bidder	Surety
Lawrence Lee Construction Services, Inc. *(Full formal name of Bidder)*	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: Jessie Sloan *(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.

Inquiries: (321) 800-6594

BID BOND (CONTINUED)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

intact INSURANCE

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.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

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.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
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 16th day of December, 2025.

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Lawrence Lee Construction Services, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

800 SE Lincoln Ave

Requester's name and address (optional)

For bidding purposes

6 City, state, and ZIP code

Stuart, FL 34994

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	5	3	0	3	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 1/1/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 27, 2025
Secretary of State
4382311550CC

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: 1/27/25

Electronic Signature of Registered Agent — 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

Florida dbpr

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL21183410501	8/28/2025	8/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EACH EMPLOYEE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU21183420402	8/28/2025	8/28/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 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	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 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

Lawrence Lee Construction Services, Inc.
FOR INFORMATION PURPOSES
800 SE Lincoln Ave.
Stuart, FL 34994

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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1/30/26

To whom it may concern:

This letter is to confirm the following experience modification factors for the last three years as they apply for Lawrence Lee Construction Services, Inc as promulgated by National Council Compensation Insurance (NCCI).

2024 0.86

2025 0.83

2026 0.88

Should you wish to discuss, or have any questions, please do not hesitate to call.

Sincerely,

Britney King
Britney King, CRIS
Account Manager
South Division

23 Eganfuskee Street, Suite 102
Jupiter, Florida 33477
Email: BrKing@Acrisure.com
Direct: 561-868-6287
Fax: 561-427-6730

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1395758

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)

LAWRENCE LEE
CONSTRUCTION SERVICES

Key Personnel

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
Project Manager

Mr. Stahl is in-charge of all project management. He has worked in the WTP/WWTP industry since 2016. He has a strong knowledge of project management proceudres including schedules, budgets, submittals, & pay apps.

Past Experience:

2019-President, 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

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
TBD-2013, Drillmasters Directional Boring, Inc - President

Licensure:

State Utility Underground License, Expired 2013

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,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau
JD/lh

ADDENDUM NO. 3
TO
CONTRACT DOCUMENTS

ISSUED: DECEMBER 12, 2025
PROJECT TITLE: NANOFILTRATION ACID TANKS REPLACEMENT (W2514)
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 form.**

The Contract Documents shall include the following:

IN THE DRAWINGS

DELETE Sheet M06 in its entirety and **REPLACE** it with the revised Sheet M06 included with this addendum.

DELETE Sheet M09 in its entirety and **REPLACE** it with the revised Sheet M09 included with this addendum.

END OF ADDENDUM 3

ADDENDUM NO. 2
TO
CONTRACT DOCUMENTS

ISSUED: DECEMBER 5, 2025
PROJECT TITLE: NANOFILTRATION ACID TANKS REPLACEMENT (W2514)
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 form.**

The Contract Documents shall include the following:

PRE-BID MEETING MINUTES

DELETE paragraph 12.A under PROJECT DESCRIPTION in its entirety and **REPLACE** it with revised paragraph 12.A as follows:

A. The construction cost estimate for this project is ~~$2,190,000.00~~ $1,286,227.00.

TECHNICAL SPECIFICATIONS

SECTION 01520 MAINTENANCE OF FACILITIES AND SEQUENCE OF CONSTRUCTION

DELETE paragraph D.4.j, under Section 1.07, in its entirety and **REPLACE** it with revised paragraph D.4.j as follows:

1.07 GENERAL SEQUENCE OF CONSTRUCTION AND OPERATION, section D.4.j

j. All carbon steel tanks and piping, ~~chemical storage tank level transmitters, and associated display units,~~ shall be fully tested for proper operation with ~~clean water~~ dry air or nitrogen prior to the seven (7) day test and prior to the introduction of a chemical into chemical day tanks or bulk storage tanks. Each ~~clean water~~ dry air or nitrogen test shall be witnessed and approved by the Engineer in writing. Contractor shall refer to the Controls specifications for additional testing requirements.

END OF ADDENDUM 2

ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS

ISSUED: NOVEMBER 26, 2025
PROJECT TITLE: NANOFILTRATION ACID TANKS REPLACEMENT (W2514)
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 form.**

The Contract Documents shall include the following:

GENERAL

MEETING MINUTES

ADD the Pre-Bid Meeting minutes and sign-in sheet included with this addendum to the Bid Documents.

END OF ADDENDUM 1

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:

Replace two (2) existing sulfuric acid bulk storage tanks and two (2) day tanks including level transmitters and probes for each tank associated with the nanofiltration (NF) treatment process at the Town's Water Treatment Plant. Work includes demolition of two (2) existing 20,000-gallon sulfuric acid bulk storage tanks and two (2) existing sulfuric acid day tanks; replacement with two (2) new 12,000-gallon bulk storage tanks and two (2) new sulfuric acid day tanks; demolition and replacement of associated fill, transport, overflow, and vent piping; demolition and replacement of associated electrical panels, conduits, and wires/cables; demolition and replacement of compressed air piping for the nanofiltration (NF) and reverse osmosis (RO) bulk sulfuric acid storage tanks; installation of one (1) new desiccant air dry system for the NF acid tanks and one (1) new desiccant air dry system for the RO acid tanks; temporary removal of existing catwalk over the existing NF bulk acid storage tanks and its replacement; and installation of related components and appurtenances as required for maintenance of water treatment plant operations and to provide a complete and operational system as described in the Bid 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: **NANOFILTRATION ACID TANKS REPLACEMENT (W2514) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the following:
Hazen and Sawyer
2101 NW Corporate Boulevard, Suite 301
Boca Raton, FL 33431

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:	310 calendar days from Notice to Proceed
Final Completion:	340 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 payment 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) Table of Contents – Technical Specifications & Appendices
8.1(c) Legal Advertisement / Invitation to Bid
8.1(d) Instructions to Bidders
8.1(e) Bid Proposal (Including List of Subcontractors and Qualification Requirements)
8.1(f) Contractor Safety Qualification Form
8.1(g) Contractor E-Verify Affidavit Form
8.1(h) Subcontractor E-Verify Affidavit Form
8.1(i) Sworn Statement
8.1(j) Trench Safety
8.1(k) Bid Bond
8.1(l) Notice of Intent to Award
8.1(m) Notice of Award
8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
8.1(o) Notice of Commencement
8.1(p) Combined Payment and Performance Bond
8.1(q) Opinion of Town Attorney
8.1(r) Notice to Proceed
8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
8.1(t) Supplementary Conditions
8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
8.1(v) Technical Specifications including Appendices bearing the title: Nanofiltration Acid Tanks Replacement (W2514)
8.1(w) Drawings bearing the title: Nanofiltration Acid Tanks Replacement (W2514)

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) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

9.6(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

9.6(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

9.6(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-verify.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	CONTRACTOR
Town of Jupiter 210 Military Trail Jupiter, FL 33458	Lawrence Lee Construction Services, Inc. 800 SE Lincoln Ave Stuart, FL 34994
By:	
_____ Jim Kuretski, Mayor	_____ Geoffrey L. Schmidt, President
(TOWN SEAL)	(CORPORATE SEAL)
ATTEST	ATTEST
_____ Merriane Lahmeur, Town Clerk	_____ SIGNATURE OF WITNESS
	_____ PRINT NAME AND POSITION

Hazen and Sawyer
2101 Corporate Boulevard, Suite 301
Boca Raton, FL 33431 • 561.997.8070

January 5, 2026

Rebecca Wilder, PE
Assistant Director - Utilities
Town of Jupiter
17403 Central Boulevard
Jupiter, FL 33458

Re: Nanofiltration Acid Tanks Replacement – ITB W2514
Recommendation to Award Construction Contract

Dear Ms. Wilder:

The Contract Documents for the Nanofiltration (NF) Acid Tanks Replacements were advertised on November 18, 2025. A non-mandatory pre-bid meeting was held on November 25, 2025 and three addenda were issued for this project. The bid opening was held on December 16, 2025. Four proposals were received by the Town of Jupiter (Town) and the bid summary is provided as an Attachment.

The Town provided the bid proposals for all four bidders, Lawrence Lee Construction Services, Inc, Razorback, LLC, Intercounty Engineering, Inc, and Conti, LLC. The bid proposal submitted by the apparent low bidder, Lawrence Lee Construction Services, Inc, was evaluated for Contractor qualifications and overall technical ability to perform the work. Hazen and Sawyer reviewed the references identified by the bidder and reached out to five of them. Three of the five project references were responsive. All references that responded provided positive feedback and stated they would recommend Lawrence Lee Construction Services for additional work.

We consider Lawrence Lee Construction Services, Inc to be responsible and qualified to perform the work described in the contract documents. As such, we recommend award to them in the Base Bid amount of $1,976,600.00 for the construction of the NF Acid Tank Replacement and Dry Air System Improvements.

We appreciate the opportunity to assist the Town with this project and look forward to providing assistance during construction.

Please contact us if you have any questions.

Sincerely yours,

Lydia F. Russell, PE
Principal Engineer

Attachment: Bid Tabulation

Job no 44250-110

Town of Jupiter Utilities
NANOFILTRATION ACID TANKS REPLACEMENT (W2514)

December 16, 2025 11:00am Bid Opening

	VENDOR			LAWRENCE LEE CONSTRUCTION SERVICES, INC.		RAZORBACK LLC		INTERCOUNTY ENGINEERING, INC.		CONTI LLC	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BASE BID ITEMS											
1	Consideration of Indemnification	1	LS	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
2	Bonds and Insurance (Not to exceed 2% of Construction Bid Items)	1	LS	$30,000.00	$30,000.00	$43,000.00	$43,000.00	$33,600.00	$33,600.00	$45,000.00	$45,000.00
3	Unforeseen Conditions Allowance	1	ALLOW	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
4	General Conditions/Contract Administration _____% of Bid Price (Not to exceed 1% of Construction Bid Items)	1	LS	$15,000.00	$15,000.00	$21,000.00	$21,000.00	$41,129.00	$41,129.00	$22,000.00	$22,000.00
5	Mobilization and Demobilization (Not to exceed 5% of Construction Bid Items)	1	LS	$80,000.00	$80,000.00	$105,000.00	$105,000.00	$2,800.00	$2,800.00	$115,000.00	$115,000.00
6	Pre-Construction and Post-Construction Video	1	LS	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$22,400.00	$22,400.00	$2,500.00	$2,500.00
7	Nanofiltration Bulk Acid Storage Tanks – Demolish and Replace	1	LS	$858,000.00	$858,000.00	$880,000.00	$880,000.00	$1,333,735.00	$1,333,735.00	$995,000.00	$995,000.00
8	Nanofiltration Day Acid Storage Tanks – Demolish and Replace	1	LS	$575,000.00	$575,000.00	$440,000.00	$440,000.00	$93,744.00	$93,744.00	$490,000.00	$490,000.00
9	Nanofiltration Acid Dessicant Dryer and Reactor System	1	LS	$86,000.00	$86,000.00	$79,000.00	$79,000.00	$166,390.00	$166,390.00	$80,000.00	$80,000.00
10	Nanofiltration Electrical, Instrumentation, and Control Improvements	1	LS	$75,000.00	$75,000.00	$110,000.00	$110,000.00	$40,818.00	$40,818.00	$250,000.00	$250,000.00
11	RO Acid Dessicant Dryer and Reactor System	1	LS	$100,000.00	$100,000.00	$96,000.00	$96,000.00	$146,308.00	$146,308.00	$73,700.00	$73,700.00
12	RO Electrical Improvements	1	LS	$60,000.00	$60,000.00	$20,000.00	$20,000.00	$31,903.00	$31,903.00	$75,000.00	$75,000.00
13	All other Work Described in the Contract Documents	1	LS	$20,000.00	$20,000.00	$263,900.00	$263,900.00	$133,672.00	$133,672.00	$28,700.00	$28,700.00
	TOTAL BASE BID PRICE: (ITEM NOS. 1-13) =				**$1,976,600.00**		**$2,135,000.00**		**$2,121,599.00**		**$2,252,000.00**
ADDITIVE ALTERNATE BID ITEMS											
AA1	Recoating of Nanofiltration Bulk Acid Storage Tank Secondary Containment	1	LS	$40,000.00	$40,000.00	$66,000.00	$66,000.00	$86,000.00	$86,000.00	$70,000.00	$70,000.00
	TOTAL ADDITIVE ALTERNATE BID PRICE: (Item No. AA1) =				**$40,000.00**		**$66,000.00**		**$86,000.00**		**$70,000.00**
	TOTAL BASE BID + ADDITIVE ALTERNATE BID PRICE: (ITEM NOS. 1-13 + AA1) =				**$2,016,600.00**		**$2,201,000.00**		**$2,207,599.00**		**$2,322,000.00**

Town of Jupiter Utilities
NANOFILTRATION ACID TANKS REPLACEMENT (W2514)
Comparison of Bid Pricing with Engineer's Opinion of Probable Construction Cost (OPCC)

				LAWRENCE LEE CONSTRUCTION SERVICES, INC.		ENGINEER'S OPCC	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BASE BID ITEMS							
1	Consideration of Indemnification	1	LS	$100.00	$100.00		
2	Bonds and Insurance (Not to exceed 2% of Construction Bid Items)	1	LS	$30,000.00	$30,000.00		
4	General Conditions/Contract Administration _____% of Bid Price (Not to exceed 1% of Construction Bid Items)	1	LS	$15,000.00	$15,000.00		
5	Mobilization and Demobilization (Not to exceed 5% of Construction Bid Items)	1	LS	$80,000.00	$80,000.00		
6	Pre-Construction and Post-Construction Video	1	LS	$2,500.00	$2,500.00		
	SUB-TOTAL, GENERAL CONSTRUCTION ITEMS	**1**	**LS**	**$127,600.00**	**$127,600.00**	**$224,326.00**	**$224,326.00**
7	Nanofiltration Bulk Acid Storage Tanks – Demolish and Replace	1	LS	$858,000.00	$858,000.00	$692,801.00	$692,800.00
8	Nanofiltration Day Acid Storage Tanks – Demolish and Replace	1	LS	$575,000.00	$575,000.00	$242,987.00	$242,987.00
9	Nanofiltration Acid Dessicant Dryer and Reactor System	1	LS	$86,000.00	$86,000.00	$60,933.00	$60,933.00
10	Nanofiltration Electrical, Instrumentation, and Control Improvements	1	LS	$75,000.00	$75,000.00	$55,548.00	$55,548.00
11	RO Acid Dessicant Dryer and Reactor System	1	LS	$100,000.00	$100,000.00	$77,442.00	$77,442.00
12	RO Electrical Improvements	1	LS	$60,000.00	$60,000.00	$18,282.00	$18,282.00
13	All other Work Described in the Contract Documents	1	LS	$20,000.00	$20,000.00	$2,682.00	$2,682.00
3	Unforeseen Conditions Allowance	1	ALLOW	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	TOTAL BASE BID PRICE: (ITEM NOS. 1-13) =				**$1,976,600.00**		**$1,450,000.00**
						% INCREASE	**36%**

SUMMARY	BID PRICE	OPCC	% INCREASE
Removal and Replacement of Tanks	$1,433,000	$935,787	53%
Dry Air Dessicant Systems	$186,000	$138,375	34%
Electrical and Instrumentation Improvements	$135,000	$73,830	83%

NANOFILTRATION ACID TANKS REPLACEMENT (W2514)
Proposed Amended CIP Project Budget (Updated 02.05.26)

Appropriated Funding Sources	Adopted Budgets	Proposed Amended Budget
40150133-562400-W2514 NF Acid Tank Replacement	$ 1,344,000	$ 1,905,181
40151033-562400-W1605 Nitrogen Blanket in Sulfuric Acid Tanks	$ 99,357	$ 99,357
40150133-546099-W1290 Water Asset Maint (NF Acid Tank Cleanings)	$ 77,344	$ 77,344
Total Appropriated Funding	**$ 1,520,701**	**$ 2,081,882**
Expended & Encumbered to Date		
Engineering Design, Permitting & Bid Phase Services	$ (109,462)	$ (109,462)
Permit Fee	$ (1,000)	$ (1,000)
Bid Advertisement	$ (373.00)	$ (373.00)
Total Expended & Encumbered to Date	**$ (110,835)**	**$ (110,835)**
Remaining Anticipated Expenses		
Lawrence Lee Construction Services Contract	$ (1,976,600)	$ (1,976,600)
Negotiated Credit to Town to Delete Instrumentation	$ 50,000	$ 50,000
Preliminary Estimated Sales Tax Savings to Town	$ 40,000	$ 40,000
Engineering Services During Construction	$ (33,947)	$ (33,947)
Permitting	$ (500)	$ (500)
Construction Contingency (2.5%)	$ (50,000)	$ (50,000)
Total Remaining Anticipated Expenses	**$ (1,971,047)**	**$ (1,971,047)**
Additional Funding Need	**$ (561,181)**	**$ -**
Budget Transfer Requested		
MBA Rehabilitation CIP (40151033-562400-W1503)	$ 125,000	
Dolphin Dr Watermain Replacement CIP (40151033-563401-W2213)	$ 111,193	
Pennock Industrial Park Valves and Hydrants CIP (40151033-563401-W2303)	$ 124,615	
Water Enterprise Renewal and Replacement Fund	$ 200,373	
Total Budget Transfer Requested	**$ 561,181**	
Total Amended Project Budget	**$ 2,081,882**	**$ 2,081,882**

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 4, 2026

Re: Procurement Review – Resolution No. 3-26
Nanofiltration Acid Tank Replacements (W2514)

Upon review of Resolution No. 3-26 to award a construction contract to Lawrence Lee Construction for Nanofiltration Acid Tank Replacements, I find that the purchase meets all requirements of Section 255.20, F.S., regulating the procurement of bids and contracts for public construction.

The procurement was competitively solicited as an Invitation to Bid and the Recommendation to award is being made to the lowest responsible and responsive bidder.

Resolution No. 4-26 complies with all Town of Jupiter Procurement Policies, Palm Beach County and Florida State Statutes.

TOWN OF JUPITER
Nanofiltration Roof Repairs and Replacement (W2529)

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 4-26: Approving a contract to Grace Roofing & Sheet Metal Enterprise for Nanofiltration Roof Repairs and Replacement (W2529) for an amount of $527,741

EXECUTIVE SUMMARY
Resolution No. 4-26 provides for award of a construction contract to Grace Roofing & Sheet Metal Enterprise of Coral Springs, Florida for Nanofiltration Roof Repairs and Replacement (W2529) for the total base bid amount of $527,741.

In fiscal year (FY) 2025, the Town Council adopted a Community Investment Program (CIP) project that included funding to repair the existing roofing systems on the nanofiltration (NF) process building. The NF process building is more than 17,000 square feet (SF) and houses all mechanical, electrical and instrumentation equipment for the 14.5 million gallon per day NF membrane treatment process, including feed pumps, membrane treatment unit, chemical rooms, electrical motor control center (MCC) and two (2) standby emergency generators. The roof consists of three (3) flat sections installed in 2009, using a modified bitumen roofing system, which is aged and showing signs of failure, including blisters in the roof membrane and elevated moisture levels in the insulation. A moisture survey conducted on the largest roof section showed elevated moisture in more than 25% of the existing roof, precluding use of a restoration system, and requiring full replacement, in accordance with the current Florida Building Code. The remaining two (2) roof sections showed a lower percentage of moisture and therefore are suitable for a fluid applied restoration system in lieu of full replacement.

Publicly advertised competitive bids were solicited via EUNA OpenBids, formally Demandstar, on December 7, 2025, from qualified contractors capable of completing the work. A total of three (3) sealed bids ranging in price from $527,741 to $704,989 for the base bid were received and opened publicly on January 13, 2026. The lowest base bid was submitted by Grace Roofing & Sheet Metal Enterprise (“Grace Roofing”) for an amount of $527,741, which is 22% lower than the next lowest bid. Alternate bid items, AA-1 and AA-2, were not included in the original scope of the adopted CIP project budget but were included in the bid documents to consider roof restoration or replacement of the 2,000 SF pretreatment building roof, based on it being the same age as the NF process building and showing early signs of blistering and wear but no areas of failure. Considering that the existing pretreatment roof is not failing, staff is not asking to proceed with either of the alternate bid items and instead will continue to monitor the pretreatment building roof condition and budget funds in a future year.

Grace Roofing’s bid proposal was evaluated and reviewed for accuracy, completeness, qualifications, and ability to meet the requirements of the project. Previous experience and references for projects included in Grace Roofing’s bid proposal were reviewed and reflect a favorable work history. Project references were submitted for similar projects with municipalities

in Palm Beach and Broward counties. Grace Roofing's bid proposal indicates that they are experienced and qualified to complete the work set forth in the proposed contract.

Funding for this project was appropriated in the FY2025 Water Asset Maintenance Program CIP project budget (W1290) and is currently available. The attached project budget reflects a contract value of $527,741 with Grace Roofing and additional costs including engineering services during construction, permitting, and a 5% construction contingency, to support the work under the proposed contract for a total project cost of $583,028.

Provided this contract with Grace Roofing is approved on February 17, 2026, it is anticipated that construction will begin in March 2026, and be completed by June 2026, in advance of active hurricane and typical wet weather months.

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

ANALYSIS

Grace Roofing's bid was responsive to the bid requirements and a review of their bid indicates that they are qualified and experienced to perform the work required to perform roof repairs and replacements. Resolution No. 4-26 provides for Town Council's approval to award the Nanofiltration Roof Repairs and Replacement (W2529) contract to Grace Roofing & Sheet Metal Enterprise for the total base bid amount of $527,741. Funding was appropriated and is available in the Water Asset Maintenance Program CIP project budget (W1290) as shown in the Funding Source table below and on the attached project budget.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 4-26
2. FY2026 Adopted W1290 CIP Project Sheet
3. Detailed Bid Tabulation
4. Grace Roofing & Sheet Metal Enterprise Bid Proposal
5. Agreement (Contract) between Town and Grace Roofing
6. NF Roof Project Budget
7. Procurement Manager Review Memo

FUNDING SOURCE

Amount of this Request	$583,028	Contract with Grace Roofing & Sheet Metal Enterprise for $527,741 plus costs associated with engineering services during construction, permitting, and a 5% construction contingency
Amount Approved in Budget	$447,152	Sources: 40150133-546080-W1290 (Water Asset Maint CIP)

	$135,876 $583,028	40150133-546093-W1290 (Water Asset Maint CIP) Total

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

RESOLUTION NO. 4-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR NANOFILTRATION ROOF REPAIRS AND REPLACEMENT (W2529) WITH GRACE ROOFING & SHEET METAL ENTERPRISE.

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

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

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities of a contract for Nanofiltration Roof Repairs and Replacement (W2529); and

WHEREAS, the lowest responsive bid received by the Town for the contract was submitted by Grace Roofing & Sheet Metal Enterprise of Coral Springs, Florida on January 13, 2026, for a total base bid price of $527,741; and

WHEREAS, Grace Roofing & Sheet Metal Enterprise's bid was reviewed and found to be responsive to the bid requirements and suitable for award; and

WHEREAS, funding for this contract is available in the adopted Utilities Water Asset Maintenance Program (W1290) Community Investment Program (CIP) budget.

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

Section 1. The contract between the Town of Jupiter and Grace Roofing & Sheet Metal Enterprise 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, Grace Roofing & Sheet Metal Enterprise shall be responsible for carrying out all responsibilities which have been established therein.

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

02/17/2026

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030

Project Name:	**Department:**	
Water Asset Maintenance Program	Utilities	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	W1290	On-going

Project Description and Justification:

The Town's water system contains valuable assets that must be maintained in a reliable, responsive and cost effective manner to maximize useful life. This project provides for maintenance activities related to water system assets including distribution system valves and hydrants, maintenance dredging of the surficial aquifer recharge system, surficial and Floridan well rehabilitation, maintenance upgrades of the water plant control systems, roof replacements, and other various inspections, cleanings, repairs and replacements necessary to properly maintain water utility assets.

This project supports the Town's Strategic Plan Result of Fiscal Responsibility by maintaining and managing water utility assets to help achieve and maximize useful life of assets in a safe and reliable manner. Maintenance of valuable Utility assets is critical to ensuring production and delivery of safe and reliable drinking water to our customers.

Project budgets have been updated to reflect current construction market costs.

Location(s) and Program Schedule		**In-Service**	
Fiscal Yr	**Scope**	**FY/Qtr**	**Budget**
2026	Wellfield Recharge System canal maintenance cleaning		$84,057
	Well rehabilitation		$403,309
	Painting maintenance of various water plant facilities including clearwells and other water holding structures, above ground piping, on-site ground storage tanks (3 MG, 1.5 MG), Utility Field Office and warehouse interior, Utility Field Office pole barn, pressure washing, fence replacements, stainless steel pipe maintenance cleaning		$489,164
	Distribution system and hydrant maintenance painting, compliance mandated valve and hydrant maintenance (33% of system), and valve, hydrant, water service replacements in Eagles Nest, Ocean Dunes, and Admiral's Cove	2026/4	$472,031
	SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts		$320,500
2027	Well rehabilitation		$416,618
	Painting maintenance of various water plant facilities including clearwell interiors and other water holding structures, above ground piping, off site ground storage tanks, pressure washing, stainless steel pipe maintenance cleaning		$897,145
	Distribution system and hydrant maintenance painting, compliance mandated valve and hydrant maintenance (33% of system), and valve, hydrant, water service replacements in Mallard's Cove (Ph 2), Jupiter Gardens Condos, and Little Club homes.	2027/4	$457,308
	SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts		$400,253
2028	Well rehabilitation and wellsite disposal drains		$661,104
	Painting maintenance of various water plant facilities including structures, above ground piping, pressure washing, stainless steel pipe maintenance cleaning, clean and inspect acid tank		$283,692
	Distribution system and hydrant maintenance painting, compliance mandated valve and hydrant maintenance (33% of system), and valve, hydrant, water service replacements in Beachcomber (Ph 1 & 2), and Jupiter Ocean & Racquet Club	2028/4	$545,095
	SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts		$413,462
2029	Well rehabilitation		$444,569
	Painting maintenance of various water plant facilities including structures, above ground piping, pressure washing, stainless steel pipe maintenance cleaning		$197,850
	Distribution system and hydrant maintenance painting, compliance mandated valve and hydrant maintenance (33% of system), and valve, hydrant, water service replacements in Riverbend Country Club (Ph 1 & 2)	2029/4	$534,891
	SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts		$230,896
2030	Well rehabilitation		$459,239
	Painting maintenance of various water plant facilities including structures, above ground piping, pressure washing, stainless steel pipe maintenance cleaning, clean and inspect acid tank interiors		$302,020
	Distribution system and hydrant maintenance painting, compliance mandated valve and hydrant maintenance (33% of system), and valve, hydrant, water service replacements in Riverbend Country Club (Ph 3 & 4)	2030/4	$550,752
	SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts		$238,516

Project Photo(s) / Map of Location

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2026 - 2030

Project Name:	**Department:**
Water Asset Maintenance Program	Utilities
Link to Strategic Plan/Strategic Result:	**Project #:**
Safety / Fiscal Responsibility	W1290

Project Budget:	**Prior to 2026**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0
Engineering	$0	$0	$0	$0	$0	$0	$0
Construction	$19,188,789	$1,769,061	$2,171,324	$1,903,353	$1,408,206	$1,550,527	$27,991,260
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$19,188,789**	**$1,769,061**	**$2,171,324**	**$1,903,353**	**$1,408,206**	**$1,550,527**	**$27,991,260**

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	$19,188,789	$1,769,061	$2,171,324	$1,903,353	$1,408,206	$1,550,527	$27,991,260
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	**$19,188,789**	**$1,769,061**	**$2,171,324**	**$1,903,353**	**$1,408,206**	**$1,550,527**	**$27,991,260**

Previous Years:	**Prior to FY 2021**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**Total**
Amount Budgeted	$9,870,005	$1,948,058	$2,260,525	$1,636,992	$1,414,845	$2,058,364	$19,188,789
Amount Expended	$7,067,170	$2,418,653	$1,554,397	$1,133,212	$757,591	$1,153,129	$14,084,152
Current Encumbrances							$2,357,697
Remaining Available Budget							**$2,746,940**

Footnote: Expenditures anticipated to continue after 5-year planning window.

Town of Jupiter Utilities
NANOFILTRATION ROOF REPAIRS AND REPLACEMENT (W2529)

January 13, 2026 at 11:00am Bid Opening

VENDOR				GRACE ROOFING & SHEET METAL ENTERPRISE		TRIPLE M ROOFING CORP.		ADVANCED ROOFING, INC.	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BASE BID ITEMS									
1	Mobilization and Demobilization (Not to exceed 10% of Construction Bid Items)	1	LS	$9,800.00	$9,800.00	$64,450.00	$64,450.00	$70,000.00	$70,000.00
2	Bonds and Insurance (Not to exceed 2% of Total Contract Price)	1	LS	$8,400.00	$8,400.00	$12,700.00	$12,700.00	$14,000.00	$14,000.00
3	Consideration of Indemnification	1	LS	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
4	Pre-Construction and Post-Construction Video	1	LS	$200.00	$200.00	$600.00	$600.00	$300.00	$300.00
5	Replacement of Roof Section 1A	1	LS	$325,835.00	$325,835.00	$343,400.00	$343,400.00	$326,448.00	$326,448.00
6	Restoration of Roof Sections 1B and 1C	1	LS	$118,406.00	$118,406.00	$158,250.00	$158,250.00	$229,141.00	$229,141.00
7	Owner's Allowance for Unforeseen Conditions	1	LS	$65,000.00	$65,000.00	$65,000.00	$65,000.00	$65,000.00	$65,000.00
	SUB-TOTAL BASE BID PRICE: (ITEM NOS. 1-7) =				**$527,741.00**		**$644,500.00**		**$704,989.00**
ALTERNATE BID ITEMS									
AA-1	Restoration of Roof Section 2	1	LS		$39,526.00	$72,150.00	$72,150.00	$109,523.00	$109,523.00
AA-2	Replacement of Roof Section 2	1	LS		No Bid	$101,582.00	$101,582.00	$99,995.00	$99,995.00
	TOTAL BASE BID AMOUNT PLUS ALTERNATE BID ITEM AA-1: (Item Nos. 1-7 + AA-1) =				**$567,267.00**		**$716,650.00**		**$814,512.00**
	TOTAL BASE BID AMOUNT PLUS ALTERNATE BID ITEM AA-2: (Item Nos. 1-7 + AA-2) =				**No Bid**		**$746,082.00**		**$804,984.00**

BID PROPOSAL

Bidding Company Name: Grace Roofing & Sheet Metal Enterprise

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

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

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, 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 Bids; 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 complete the Work, which includes, but is not limited to:

complete restoration and replacement of the existing modified bitumen roofing systems on two existing industrial buildings at the Town of Jupiter Water Treatment Plant. Existing buildings include four roof sections ranging in size from +/-2,500 to 11,575 sq ft. Work shall include but not necessarily be limited to permitting (fees to be paid by Owner), preparation of submittals for review and approval, material procurement, site demolition and preparation, restoration of three roof sections by installation of a fluid applied membrane waterproofing system, complete removal and replacement of one roof section by installation of a high performance, modified bitumen roof system, site restoration, project closeout, operation and maintenance manuals, warranties and all other incidentals as outlined in the Bid Documents, and all related appurtenances necessary to complete the work based on the intent of the Bid Documents. All work shall be performed in accordance with Florida Building Code with all materials adhering to project specifications and possessing Notice of Acceptance (NOA) by the Authority Having Jurisdiction (AHJ).

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.

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BIDDING COMPANY NAME: Grace Roofing & Sheet Metal Enterprise

BID SCHEDULE OF VALUES

NANOFILTRATION ROOF REPAIRS AND REPLACEMENT (W2529)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
BID ITEMS					
1	Mobilization and Demobilization (Not to exceed 10% of Construction Bid Items)	1	LS	$ 9,800.00	$ 9,800.00
2	Bonds and Insurance (Not to exceed 2% of Total Contract Price)	1	LS	$ 8,400.00	$ 8,400.00
3	Consideration of Indemnification	1	LS	$ 100.00	$ 100.00
4	Pre-Construction and Post-Construction Video	1	LS	$ 200.00	$ 200.00
5	Replacement of Roof Section 1A	1	LS	$ 325,835.00	$ 325,835.00
6	Restoration of Roof Sections 1B and 1C	1	LS	$ 118,406.00	$ 118,406.00
7	Restoration of Roof Section 2	1	LS	$ 39,526.00	$ 39,526.00
8	Owner's Allowance for Unforeseen Conditions	1	LS	$ 65,000.00	$ 65,000.00

Total Base Bid Amount, (Item Nos. 1 - 8) = $ 567,267.00

*** Refer to Section 01 1025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.**

Total Base Bid Amount (Item Nos. 1 - 8) in Words: Five Hundred Sixty Seven Thousand and Two Hundred and Sixty Seven Dollars

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This page should be clearly marked with a tab for easy identification during the bid opening process.

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid. Attach copies of applicable Licenses)

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

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

B. The individual who holds the registered Roofing or General Contractor's License for the Bidder shall be active in the management and ownership of the Bidder's firm and shall be available to provide expertise on the project during the course of the Work, for the complete duration of the project, as may be needed. Provide the name of the individual who holds the registered Roofing or General Contractor license in the State of Florida and the associated license number:

Clayton Aldred, Superintendent CGC1538550

1. State the numbers of years Bidder's firm has been doing business in the State of Florida:

17

2. State the number of years Bidder's firm has been doing business as a registered Roofing or General Contractor licensed in the State of Florida:

17

3. Bidder typically performs 100 % of the work with Bidder's own forces. List the trades below for which Bidder's firm is qualified to self-perform on this project:

Roofing

4. Has Bidder ever failed to complete awarded work? No
If so, state where, when and why:

QUALIFICATION REQUIREMENTS (CONTINUED)

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

   Coral Springs, FL

6. State the number of employees available to complete the work contemplated by this contract.

   18

7. Provide the name and experience of the Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

   Celene Cunningham, 3 years

8. Provide name and experience of the Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

   Clayton Aldred, 17 years

9. List equipment owned by Contractor to complete the Work identified for this contract.

   PPE, Ladders, Fall Protection, Generators, Drills, Nail guns, Hammers, spray guns

   Magnetic Sweepers, Dumpsters, Work truck, air compressor, propane torch, seam rollers

10. List equipment to be rented by Contractor to complete the Work of this contract.

    None

QUALIFICATION REQUIREMENTS (CONTINUED)

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

    NOTES:

    a. Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Bidder, provide previous experience and references for at least five (5) projects completed over the past five (5) years comparable in scope and size of the proposed project.

    b. Experience must include the installation of high performance, modified bitumen roofing systems and fluid applied water proofing systems to existing modified bitumen roofing systems for large commercial or industrial buildings (>5,000 sq ft).

    c. Attach to the Bid Proposal a written statement from the manufacturer of the specified modified bituminous membrane roofing system's corporate officer naming Bidder's firm as an approved installer. Written approval shall include a stated intent to guarantee the completed project as specified.

    d. Attach to the Bid Proposal a written statement from the manufacturer of the specified fluid applied roofing restoration system's corporate officer naming Bidder's firm as an approved installer. Written approval shall include a stated intent to guarantee the completed project as specified.

    e. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

    f. In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

12. List ALL projects within the past five years (started, underway, or completed) for which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

    PROJECT/OWNER/CONTACT INFO: None

    TOTAL LD AMOUNT ASSESSED: _____

    REASON FOR LDs: _____

    PROJECT/OWNER/CONTACT INFO: _____

    TOTAL LD AMOUNT ASSESSED: _____

    REASON FOR LDs: _____

PROJECT/OWNER/CONTACT INFO: _____

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

13. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: None

OWNER: _____

TYPE OF LITIGATION: _____

REASON FOR LITIGATION: _____

_____

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

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QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: West Campus Bldg M

18500 Pembroke Rd, Pembroke Pines, FL 33029

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2024

SCOPE OF WORK: Reroof - 280 SQ Modified Bitumen; 30 SQT ile

CONTRACT VALUE: 504,477

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS:

CONTRACT START AND COMPLETION DATES:

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025, Matt Desharnais, mdesharnais@ppines.com, 954-261-7207

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

N/A

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: Forest Hill Senior High School

6901 Parker Ave, West Palm Beach, FL 33405

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2025

SCOPE OF WORK: Modified Bitumen Recovery 614 SQ

CONTRACT VALUE: $793,000

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS:

CONTRACT START AND COMPLETION DATES:

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS):

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: School District of Palm Beach County

3300 Summit Blvd, West Palm Beach, FL 33406, Liston Gallimore, liston.gallimore@palmbeachschools.org
561-882-1905

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

N/A

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: WUD Digester Bldgs 1&2

12751 Hagen Ranch Rd, Boynton Beach, FL 33437

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [ ] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: Hot Mop 105 SQ

CONTRACT VALUE: 244,850

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS:

CONTRACT START AND COMPLETION DATES:

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS):

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Palm Beach County

William Munker, wmunker@pbcgov.org 561-629-6288

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

N/A

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Water Treatment #8

1500 North Jog Road, West Palm Beach FL 33417

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2025

SCOPE OF WORK: Torch applied reroof

CONTRACT VALUE: 935,000

TOTAL VALUE OF CHANGE ORDERS: 17,000

REASON FOR CHANGE ORDERS: Owner added additional scope

CONTRACT START AND COMPLETION DATES:

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS):

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Palm Beach County

Marc Hartley, MHartley@pbc.gov , 561 233 2053

ENGINEERING FIRM (DURING CONSTRUCTION):

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: WUD #9 Pump Station

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: TPO and Standing Seam Reroof

CONTRACT VALUE: 149,791

TOTAL VALUE OF CHANGE ORDERS: 7,000

REASON FOR CHANGE ORDERS: Owner added additional scope

CONTRACT START AND COMPLETION DATES:

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS):

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Palm Beach County

Marc Hartley, MHartley@pbc.gov , 561 233 2053

ENGINEERING FIRM (DURING CONSTRUCTION):

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

ADDITIONAL INFORMATION:

LIST OF SUBCONTRACTORS/SUPPLIERS

Bidder shall complete the information in the tables below identifying subcontractors and material/equipment suppliers including roofing system manufacturers, who will perform work, render service, or supply materials or equipment to the prime contractor under the proposed contract according to the plans and specifications, in an amount greater than two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may be cause for its rejection. If Bidder intends to self-perform any discipline listed below, Bidder shall write "Self-Perform" in the last column. Bidder shall write-in any disciplines greater than 2%, that are not listed below, provide additional pages, if needed.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor Name & Address
Modified bituminous membrane roofing system	N/A		
Fluid applied roofing restoration system			

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Attach additional pages as needed.

Modified Bituminous Membrane Roofing System

Are you proposing a roofing system that deviates from the specifications?	Yes or (No)
If yes, what is the proposed roofing system?	
What is the Florida Product Approval Number or Miami Dade NOA?	

Fluid Applied Roofing Restoration System

Are you proposing a restoration system that deviates from the specifications?	Yes or (No)
If yes, what is the proposed roofing system?	
What is the Florida Product Approval Number or Miami Dade NOA?	

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, 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:	120 calendar days from Notice to Proceed
Final Completion:	150 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor 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.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 4 (insert number) Addenda for this project.

The undersigned 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 Bid 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 Bid 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 payment and performance bond in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

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 (CONTINUED)

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

SUBMITTAL DATE 1/13/2026

FIRM NAME Grace Roofing & Sheet Metal Enterprie

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 26-3981778
(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 Deborah Forbush, Member

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL dforbush@graceroofing.net

BUSINESS ADDRESS 12500 NW 35th Street, Coral Springs, FL 33065

BUSINESS TELEPHONE 954-733-7332

STATE OF INCORPORATION Florida

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

Deborah Forbush

Jeffrey Aldred

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

Clayton Aldred, Superintendent, caldred@graceroofing.net, 954-733-7332

Subscribed and sworn to before me, by means of ☑ physical presence or ☐ online notarization this 12 day of January, 2026 by Deborah Forbush of Grace Roofing, who [ ] is personally known to me or [ ] has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]

KARENE SILVERA
MY COMMISSION # HH 500848
EXPIRES: June 21, 2028

NOTARY PUBLIC

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION

Company Name: Grace Roofing Sheet Metal Enterprise

Address 1: 12500 NW 35th Street

Address 2:

City, State, Zip: Coral Springs, FL 33065

Telephone No.: 954-733-7332

Fax No.:

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 Commercial Liability Insurance
- Automobile Liability
- 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?

5 Years

3.3 Unless otherwise exempt from the requirement to maintain workers' compensation insurance in accordance with applicable law, all construction contractors shall submit, with their bid, documentation verifying their Experience Modification Rate (EMR) for the preceding three (3) years, as issued by their insurance carrier. The Town reserves the right, at its sole discretion, to reject any bid submitted by a contractor whose EMR exceeds 1.00, or to require the submission of a written explanation detailing the factors contributing to the elevated EMR and the corrective measures undertaken to address such factors. The EMR shall be considered as a component of the overall evaluation criteria in determining the contractor's responsibility, qualifications, and eligibility for award in accordance with the Town's procurement policies and applicable law:

Year	Intrastate EMR	Interstate EMR	Comments
2025	1.00		
2024	1.00		

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Nick Leto, Brown and Brown
Address 1: 1201 W Cypress Creek Road
Address 2: Suite 130
City, State, Zip: Fort Lauderdale, FL 33309
Telephone No.: 954-331-1387
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:

	Year:_____		Year:_____		Year:_____	
Statistic	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases						
Restricted Workday Cases						
Medical Treatment (not First Aid) Cases						
Total Illness Cases						
Total Recordable Cases						
Fatalities						

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? X Yes __ No Frequency: Weekly
- Employees? X Yes __ No Frequency: Weekly
- New Hires? X Yes __ No Frequency: Upon Hire
- Subcontractors? X Yes __ No Frequency: Monthly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

X Yes __ No

Name: Karene Silvera Title: Human Resources

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).

Yes

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Karene Silvera Title: Human Resources

Telephone No.: 954-733-7332

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): Deborah Forbush Title: Member

Signature: _____ Date: 1/13/2026

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Grace Roofing & Sheet Metal Enterprise [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 Grace Roofing & Sheet Metal Enterprise [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Deborah Forbush

Date: 1/13/2026

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 01/12/26 (date) by Deborah Forbush (name of officer or agent, title of officer or agent) of Grace Roofing (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]

KARENE SILVERA
MY COMMISSION # HH 500848
EXPIRES: June 21, 2028

Notary Public

Karene Silvera

Name typed, printed or stamped

My Commission Expires: June 21, 2028

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

N/A

_____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this_____(date) by_____(name of officer or agent, title of officer or agent) of _____(name of contractor company acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

_____

Name typed, printed or stamped

My Commission Expires:

SWORN STATEMENT

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

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

1. This sworn statement is submitted to Miami Dade County
[print name of the public entity]

by Deborah Forbush, Member
[print individual's name and title]

for Grace Roofing & Sheet Metal Enterprise
[print name of entity submitting sworn statement]

whose business address is 12500 NW 35th Street, Coral Springs, FL 33065

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-3981778
(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.]**

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

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

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

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

_____
[signature]

KARENE SILVERA
MY COMMISSION # HH 500848
EXPIRES: June 21, 2028

Sworn to and subscribed before me this 12 day of January, 2026

Personally known ✓ Deborah Forbush

OR Produced identification _____ Notary Public – State of Florida

My commission expires June 21, 2028

Karene Silvera
(Printed typed or stamped commissioned name notary public)

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. _____

B. _____

C. _____

D. _____

Failure to complete the above may result in the bid being declared non-responsive.

N/A

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PROCEED TO NEXT PAGE

BID BOND

This page should be clearly marked with a tab for easy identification during the bid opening process.

BIDDER	SURETY
Name: GRACE ROOFING & SHEET METAL ENTERPRISE LLC Phone: 954.733.7332 Address *(principal place of business)*: 12500 NW 35th Street Coral Springs, FL 33065 **Email Address:** dforbush@graceroofing.net	Name: United States Fire Insurance Company Phone: 973-490-6600 Address *(principal place of business)*: 305 Madison Avenue Morristown, New Jersey 07960 **Email Address:** SuretyClaimsSupport@cfins.com
OWNER	**BID**
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	Project *(name and location)*: Nanofiltration Roof Repairs and Replacement (W2529), Jupiter, FL *Work will take place at the Nanofiltration building located at the Water Treatment Plant, 17403 Central Boulevard, Jupiter, FL 33458.* Bid Due Date: January 13, 2026

BOND

Penal Sum: 5% of amount bid — Date of Bond: January 13, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.

Bidder	Surety
GRACE ROOFING & SHEET METAL ENTERPRISE LLC *(Full formal name of Bidder)*	United States Fire Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: DEBORAH FORBUSH *(Printed or typed)*	Name: Michael A. Holmes *(Printed or typed)*
Title: MEMBER	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: ***See Attached Power-Of-Attorney*** *(Signature)*
Name: Jeffrey Aldred *(Printed or typed)*	Name: ***See Attached Power-Of-Attorney*** *(Printed or typed)*
Title: Member	Title: ***See Attached Power-Of-Attorney***

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.

BID BOND (CONTINUED)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

61330

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Michael A. Holmes, James Murphy, Michael Gorham

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 13th day of August, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 13th day of August, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 13 day of January 20 26.

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

ALDRED, CLAYTON

GRACE ROOFING & SHEET METAL ENTERPRISE LLC
12500 NW 35 STREET
CORAL SPRINGS FL 33065

LICENSE NUMBER: CGC1538550

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/13/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALDRED, JONATHAN

GRACE ROOFING & SHEET METAL ENTERPRISE LLC
12500 NW 35TH ST
CORAL SPRINGS FL 33065

LICENSE NUMBER: CCC1329300

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/27/2024

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.

Authorized Applicator

This is to acknowledge that

Grace Roofing & Sheet Metal Enterprises LLC

766 Riverside Drive • Coral Springs, FL 33071

has successfully met all requirements
for authorization from **The Garland Company, Inc.,**
as an installer of Garland Roofing Systems.

Expires 1 year from date of issuance.

Scott Craft, General Manager
Issued: July 10, 2024

GARLAND
since 1895

Local Garland Representative

Authorized Applicator

This is to acknowledge that

Grace Roofing & Sheet Metal Enterprises LLC

1200 NW 35th St., Coral Springs, FL 33065

has successfully met all requirements
for authorization from **The Garland Company, Inc.,**
as an installer of Garland Roofing Systems.

Expires 1 year from date of issuance.

Matt McDermott, President

Issued: February 26, 2025

GARLAND®
since 1895

Robert Moses

Local Garland Representative

Brown & Brown

January 5, 2026

To Whom It May Concern:

Re: Grace Roofing & Sheet Metal Enterprise LLC

The following are the Experience Modification Factors for the above mentioned contractor for the current and past three years:

7-31-25	1.00
7-31-24	1.00
7-31-23	0.84
7-31-22	0.79

Should you have any questions, please contact our office.

Sincerely,
Brown & Brown of Florida, Inc.

Nick Leto

Nick Leto, SVP:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2025

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	CONTACT NAME:	
Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.Certs@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Grace Roofing & Sheet Metal Enterprise LLC 12500 NW 35th Street Coral Springs FL 33065	INSURER A : Kinsale Insurance Company	38920
	INSURER B : Clear Blue Insurance Company	28860
	INSURER C : Indemnity National Insurance Company	18649
	INSURER D : Bridgefield Casualty Insurance Company	10335
	INSURER E : Federal Insurance Company	20281
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 incl WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			01002289182	03/04/2025	03/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AQ1YFL00464400	03/04/2025	03/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XS000119225	03/04/2025	03/04/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19649010	07/31/2025	07/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractors Equipment			000045731235	03/17/2025	03/17/2026	Leased/Rented Equipment	$250,000

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

CERTIFICATE HOLDER

Grace Roofing & Sheet Metal Enterprise LLC
12500 NW 35th Street
Coral Springs FL 33065

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00257476

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Grace Roofing & Sheet Metal Enterprise LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Installation-Project Specific-Broward Health Medical Center

Carrier: American Zurich Insurance Co.
NAIC# 40142

Policy# BR78154914

Policy term: 03/04/2025-03/04/2026

Limit: $261,000 Property at all locations

Excess Liability-Project Specific-Broward Health Medical Center

Carrier: Landmark American Insurance Co.

NAIC# 33138

Policy# LHA605499

Policy term: 03/04/2025-09/04/2025

Limit: $3,000,000 per Occurrence

Excess of Primary $3,000,000

Pollution Liability-Project Specific-Broward Health Medical Center

Carrier: Certain Underwriters at Lloyds
NAIC# 15792

Policy# CPL01245001

Policy term: 03/04/2025-09/04/2025
Policy Limits below:

$1,000,000 per Incident
$3,000,000 Aggregate

$1,000,000 Per Incident-Non-owned Disposal Site Liability
$1,000,000 Per Incident-Transportation Pollution Liability
$1,000,000 Per Incident-Contingent Business Interruption at Job Site.

Excess Liabilities follow form over underlying General Liability and Workers Compensation but does not go over Auto Liability.

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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 Grace Roofing & Sheet Metal Enterprise, 12500 NW 35th Street, Coral Springs, FL 33065, a State of Florida Corporation, 26-3981778 (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 complete restoration and replacement of the existing modified bitumen roofing systems on two existing industrial buildings at the Town of Jupiter Water Treatment Plant. Existing buildings include four roof sections ranging in size from +/-2,500 to 11,575 sq ft. Work shall include but not necessarily be limited to permitting (fees to be paid by Owner), preparation of submittals for review and approval, material procurement, site demolition and preparation, restoration of three roof sections by installation of a fluid applied membrane waterproofing system, complete removal and replacement of one roof section by installation of a high performance, modified bitumen roof system, site restoration, project closeout, operation and maintenance manuals, warranties and all other incidentals as outlined in the Bid Documents, and all related appurtenances necessary to complete the work based on the intent of the Bid Documents. All work shall be performed in accordance with Florida Building Code with all materials adhering to project specifications and possessing Notice of Acceptance (NOA) by the Authority Having Jurisdiction (AHJ).

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: **NANOFILTRATION ROOF REPAIRS AND REPLACEMENT (W2529) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the following:
Song + Associates, Inc., 1545 Centrepark Drive North, West Palm Beach, Florida 33401

2.2 The Town of Jupiter will administer the contract and serve as Engineer during the construction phase of the work. Owner may refer to Design Engineer/Architect for clarification, interpretation, inspection or decision-making under this Contract at Owner' sole discretion.

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:	120 calendar days from Notice to Proceed
Final Completion:	150 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 payment 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) Index of Technical Specifications & Appendices
8.1(c) Invitation to Bid
8.1(d) Instructions to Bidders
8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
8.1(f) Contractor Safety Qualification Form
8.1(g) Contractor E-Verify Affidavit Form
8.1(h) Subcontractor E-Verify Affidavit Form
8.1(i) Sworn Statement
8.1(j) Trench Safety
8.1(k) Bid Bond
8.1(l) Notice of Intent to Award
8.1(m) Notice of Award
8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
8.1(o) Notice of Commencement
8.1(p) Combined Payment and Performance Bond
8.1(q) Opinion of Town Attorney
8.1(r) Notice to Proceed
8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
8.1(t) Supplementary Conditions
8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
8.1(v) Technical Specifications including Appendices bearing the title: Nanofiltration Roof Repairs and Replacement (W2529)
8.1(w) Drawings bearing the title: Nanofiltration Roof Repairs and Replacement (W2529)

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) Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

9.6(c) Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

9.6(d) The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

9.6(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-verify.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	CONTRACTOR
Town of Jupiter 210 Military Trail Jupiter, FL 33458	Grace Roofing & Sheet Metal Enterprise 12500 NW 35th Street Coral Springs, FL 33065
By:	
_____ Jim Kuretski, Mayor	_____ Deborah Forbush, Member
(TOWN SEAL)	(CORPORATE SEAL)
ATTEST	ATTEST
_____ Merriane Lahmeur, Town Clerk	_____ SIGNATURE _____ PRINT NAME AND POSITION

NANOFILTRATION ROOF REPAIRS AND REPLACEMENT (W2529)
Project Budget (Updated 01.26.26)

Appropriated Funding Sources	
Water Asset Maint (40150133-546080-W1290)	$ 447,152
Water Asset Maint (40150133-546093-W1290)	$ 135,876
Total Available Funding	**$ 583,028**
Remaining Anticipated Expenses	
Grace Roofing & Sheet Metal Enterprises Contract	$ 527,741
Engineering Services During Construction	$ 20,000
Permitting	$ 8,900
Construction Contingency (5%)	$ 26,387
Total Remaining Anticipated Expenses	**$ 583,028**
Total NF Process Roofing Budget	**$ 583,028**

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 4, 2026

Re: Procurement Review – Resolution No. 4-26
Nanofiltration Roof Repairs and Replacement (W2529)

Upon review of Resolution No. 4-26 to award a construction contract to Grace Roofing & Sheet Metal Enterprise for Nanofiltration Roof Repairs and Replacement, I find that the purchase meets all requirements of Section 255.20, F.S., regulating the procurement of bids and contracts for public construction.

The procurement was competitively solicited as an Invitation to Bid and the Recommendation to award is being made to the lowest responsible and responsive bidder.

Resolution No. 4-26 complies with all Town of Jupiter Procurement Policies, Palm Beach County and Florida State Statutes.

TOWN OF JUPITER
Approval to award Contract EPW2026-02 for the Jupiter Park Drive Turn Lane project.

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approving a contract to R&D Paving, LLC for the Jupiter Park Drive Turn Lane project.

EXECUTIVE SUMMARY

Town staff is requesting the Town Council's approval of Resolution 24-26 for the award of Contract EPW 2026-02 - Jupiter Park Drive Turn Lane project to R&D Paving, LLC in the amount of $1,592,710.25.

This project aims to improve intersection operational efficiency and overall level of service by adding an extension to the eastbound right-turn lane to add storage for the left turn movements from Jupiter Park Drive to Central Blvd. The scope of work includes, but is not limited to: mobilization, maintenance of traffic, clearing and grubbing, erosion control, removal of existing concrete, embankment, pavement widening, milling and resurfacing, installation of drainage structures, earthwork, concrete curb and gutter, sidewalk and driveways, signage, pavement markings, and sodding. The work includes earthwork and grading harmonization improvements within the Loxahatchee River Environmental Control District (LRECD) property for which LRECD will provide funding for improvements within the project via Interlocal Agreement (ILA). The ILA with LRECD will be presented as a seperate agenda item.

On January 6, 2026, eight bids were received for the subject project. After reviewing the bid forms (see the attached bid tabulation) and reviewing qualifications, it has been determined that R&D Paving, LLC is the lowest, responsive, and responsible bidder, with a total bid amount of $1,592,710.25.

Town staff has contacted the references provided by R&D Paving, LLC and received positive feedback from the majority of the references regarding the quality of their work and their timely project completion. Adequate fiscal year funding and existing rollover funds are available for this project.

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

ANALYSIS

Town staff recommends approval of Resolution 24-26 to award Contract EPW 2026-02 for the Jupiter Park Drive Turn Lane project, to R&D Paving, LLC, Inc. in the amount of $1,592,710.25. If the Town Council approves Resolution 24-26, the Mayor will be authorized to execute the contract on its behalf.

STRATEGIC PRIORITY

● Manage Growth
● Mobility

ATTACHMENTS

1. Resolution 24-26
2. Bid Tabulation
3. Contract
4. Procurement Review

FUNDING SOURCE

Amount of this Request	$1,592,710.25	
Amount Approved in Budget	$1,592,710.25	Sources*: 31031041-553000--E1003
Additional Funding Requested	$	Sources*:

For more information or copies of the attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.

RESOLUTION NO. 24-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EPW2026-02 WITH R&D PAVING, LLC FOR EXTENDING THE JUPITER PARK DRIVE TURN LANE IN AN AMOUNT OF $1,592,710.25

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

WHEREAS, the Town's Engineering and Public Works Department solicited bids for "Contract EPW2026-02 Jupiter Park Drive Turn Lane" (the Project); and

WHEREAS, the Project proposes to improve intersection operational efficiency and overall level of service by adding an extension to the eastbound right-turn lane to add storage for the left turn movements from Jupiter Park Drive to Central Blvd; and

WHEREAS, the scope of work for the Project as set forth in the Town's solicitation includes, but is not limited to: mobilization, maintenance of traffic, clearing and grubbing, erosion control, removal of existing concrete, embankment, pavement widening, milling and resurfacing, installation of drainage structures, earthwork, concrete curb and gutter, sidewalk and driveways, signage, pavement markings, and sodding.; and

WHEREAS, R&D Paving, LLC ("Contractor") timely submitted a response to the Town's solicitation and the Town Council has determined that Contractor is a responsive bidder and is qualified to provide the services sought in the scope of work for the Project pursuant to the Town's solicitation of services; and

WHEREAS, the Town Council has determined that it should award a contract for $1,592,710.25 to Contractor; and

WHEREAS, the Town has sufficient funds in its Community Investment Program budget which are available to fund the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized to execute the contract with R&D Paving, LLC in the amount of $1,592,710.25.

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

#7608676 v1 26503-00001

BID TABULATION

JUPITER PARK DRIVE TURN LANE

EPW 2026-02

TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
J.W. Cheatham, LLC 7396 Westport Place West Palm Beach, FL 33413	$1,879,067.50	$1,879,067.50
Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	$1,964,952.75	$1,964,952.75
Rosso Site Development 1302 S J Street Lake Worth, FL 33460	$1,910,635.69	$1,910,635.69
Janice M. Riley DBA The Paving Lady 1000 W. Industrial Avenue Boynton Beach, FL 33426	$1,860,473.73	$1,860,473.73
CW Roberts Contracting, Inc. 8530 SW Jayme Way Palm City, FL 34990	$2,316,922.00	$2,316,922.00
M&M Asphalt Maintenance, Inc. DBA All County Paving 1180 SW 10th Street Delray Beach, FL 33444	$1,733,931.00	$1,733,931.00
R & D Paving, LLC 5730 Corporate Way, 214 West Palm Beach, FL 33407	$1,592,710.25	$1,592,710.25
Ranger Construction Industries, Inc. 16645 N Congress Avenue West Palm Beach, FL 33409	$2,253,463.37	$2,253,463.37

Bids marked in red rejected per section 15.1 of bid documents – Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

AGREEMENT BETWEEN THE TOWN OF JUPITER AND CONTRACTOR FOR CONSTRUCTION

THIS AGREEMENT, effective this 17th day of February in the year, 2026, between:

TOWN OF JUPITER, a municipal corporation of the state of Florida, (hereinafter TOWN), having an address of 210 Military Trail, Jupiter, FL 33458.

AND the CONTRACTOR:	R&D Paving, LLC, having an address of 5730 Corporate Way, West Palm Beach, FL 33407
(hereinafter CONTRACTOR)	
Project Name:	JUPITER PARK DRIVE TURN LANE
Project Number:	EPW2026-02

In accordance with the following terms:

Total Contract Price:	$1,592,710.25
Substantial Completion Time:	150 calendar days
Liquidated Damages:	$1,685 per day for each day the Project is not substantially completed within the 150 days
Final Completion Time:	30 calendar days upon issuance of the Punchlist
Liquidated Damages:	$1,685 per day for each day not completed following 30 days of the final completion time

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ARTICLE 1
DEFINITIONS

Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Actual Costs. The real Project costs attributable to:

A. labor, including social security, insurance, fringe benefits required by Agreement or custom, and workers' compensation insurance;

B. materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

C. rental machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;

D. premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

E. field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

1.2 Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

1.3 Agreement. The written instrument which is evidence of the Agreement between the TOWN and the CONTRACTOR covering the Work. Also referred to as "Contract".

1.4 Bid Package. The Bid Advertisement, Instructions to Bidders, all Addenda, the Bonds, the Notice of Award, and the Notice to Proceed.

1.5 Bonds. The performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the laws of Florida.

1.6 Change Order. A written document, which is signed by the CONTRACTOR and the TOWN, that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.7 Claim. A demand or assertion by the TOWN or the CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract (a demand for money or services by a third party is not a Claim).

1.8 Contract Documents. The documents that establish the rights and obligations of the parties and include the following:

A. the Agreement (including Exhibits);

B. the CONTRACTOR's entire completed Bid Package;

C. the Design Documents;

D. the Bid Package; and

E. the approved submittals, and other documents provided by, through, or under the CONTRACTOR that fix, depict, and/or describe the size, quality and character of the Project; however, Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.9 Contract Price. The monies paid to the CONTRACTOR under the Contract Documents.

1.10 Contract Times. The number of days or the dates stated in the Agreement to: (A) achieve Substantial Completion; and (B) complete the Work so that it is ready for final payment as evidenced by the TOWN's written recommendation of final payment.

1.11 CONTRACTOR. R&D Paving, LLC.

1.12 Design Documents. The Drawings (Construction Plans) and Specifications, surveys, permits, estimates, photographs, and reports, together with all Written Amendments, Change Orders, the Work Change Directives, Field Orders, and the TOWN's written interpretations and clarifications issued on or after the Effective Date of the Agreement.

1.13 Drawings. That part of the Contract Documents prepared or approved by an engineer that graphically shows the scope, extent, and character of the Work to be performed by the CONTRACTOR (Shop Drawings or other the CONTRACTOR submittals are not Drawings). Also referred to as Construction Plans.

1.14 Effective Date of the Agreement. The last date evidencing that both parties have executed the Agreement.

1.15 Field Order. A written order issued by the TOWN that requires minor changes in the Work and may involve a minor change in the Contract Price or the Contract Time.

1.16 Final Completion or Final Acceptance. The completion of all the Work called for under the Contract Documents, including, but not limited to:

A. satisfactory operation of all equipment supplied by the CONTRACTOR;

B. correction of all punch list items to the satisfaction of the TOWN;

C. payment of all trade contractors, subcontractors, and materialmen;

D. settlement of all claims, if any;

E. payment and release of all mechanic's, materialmen's, and similar liens;

F. delivery of all guarantees, equipment operation and maintenance manuals, Record Drawings, required certificates, and all other required approvals and acceptances by any agency within the TOWN, the TOWN itself, the State of Florida or other authorities or agencies having jurisdiction; and

G. removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

1.17 Lump Sum Bid. The total cost that the CONTRACTOR has agreed for all Work reflected on Plans and Specifications included in the TOWN'S Request for Bids (RFB), which is not to exceed $1,592,710.25. The lump sum bid shall be utilized for building and facility projects in which unit price work is not specified on the bid form.

1.18 Notice to Proceed. A written notice given by the TOWN to the CONTRACTOR fixing the date on which the Contract Times will commence and on which the CONTRACTOR shall start to perform the Work under the Contract Documents.

1.19 Project. The construction, improvement, repair, rehabilitation, maintenance, or alteration of public infrastructure or facilities to be performed by the CONTRACTOR pursuant to the Contract Documents, plans, specifications, and any authorized modifications. The Project includes all labor, materials, equipment, services, supervision, and incidentals necessary to complete the work in accordance with the Contract Documents and applicable laws, regulations, and standards.

1.20 Project Manager. Each individual appointed by and acting on behalf of the TOWN and CONTRACTOR for the duration of the Project; the individuals that are responsible for administrative items including Applications for Payments between the CONTRACTOR and the TOWN.

1.21 Public Record. All records pursuant to Chapter 119, Florida Statutes, which include but are not limited to, documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the TOWN and the CONTRACTOR.

1.22 Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.23 Shop Drawings. All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.

1.24 Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.25 Substantial Completion. For the purpose of this Agreement, and for the compliance of those procedures, duties and obligations as set forth in the Florida Statutes' "Local Government Prompt Payment Act", the term "Substantial Completion" is defined as that point where the TOWN is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the TOWN is able to utilize the entire the Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are

project specific as set forth in Exhibits (if any). The Project should be completed to the point that the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (A) the items that affect operational integrity and function of the Project must be capable of continuous use; (B) all permits and other regulatory requirements must be satisfied; and (C) where required, a Certificate of Occupancy must be issued.

1.26 Superintendent. The individual appointed by and acting on behalf of the CONTRACTOR, as approved by the TOWN, for the duration of the Project.

1.27 Surety. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better.

1.28 Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

1.29 Unit Price Bid. The total cost of unit prices that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Bids (RFB). The Work shall be paid for on the basis of scope item unit prices included in the Project bid.

1.30 Work. All labor, supervision, materials, equipment, tools, supplies, services, permits, utilities, transportation, and incidentals necessary to fully construct, install, complete, and deliver the Project in strict accordance with the Contract Documents. The term includes all tasks reasonably inferable from the Contract Documents as being required to produce the intended result, whether or not specifically stated, and encompasses all obligations of the CONTRACTOR, including coordination, testing, inspection, cleanup, protection of persons and property, and compliance with applicable federal, state, and local laws, codes, and regulations.

ARTICLE 2
WORK / PRELIMINARY REQUIREMENTS

2.1 The CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, permitting, regulatory matters, environmental mitigation, traffic control, accounting, coordination, and construction of the Project, more specifically described in the Design Documents, as applicable.

2.2 The CONTRACTOR shall be responsible to produce a color audio-visual recording of the Project site prior to construction and upon completion of construction. The CONTRACTOR shall provide the audio-visual recordings on a DVD or USB Flash Drive/Thumb Drive. The purpose of the audio-visual recording is to document the condition of the Project site prior to construction with attention focused on the existence of any faults, fractures, or defects. Therefore, the recording shall be produced by a skilled videographer that is regularly engaged in the production of pre-construction recordings. The video recording shall be produced with sharp picture and accurate colors and shall be free of vibrations, distortion, or other significant picture imperfections; it shall be recorded during daylight hours and when the Project site is free of debris or obstructions. The pan rate, rate of travel, camera

height, and zoom rate shall be maintained steady and clear at all times. The audio commentary shall be produced with proper volume and clarity and shall be free of distortion; it shall be simultaneously recorded with the video to assist the TOWN with the orientation, location, identification, and description of the recorded features that are included in or adjacent to the Project site, which include, but are not limited to: (A) each side of the roadways; (B) sidewalks, bicycle paths, and other modes of transportation facilities; (C) buildings, walls, retaining walls, and seawalls; (D) elements of the stormwater management system, including ponds, culvert ends, and visible drainage structures; and (E) landscaping/trees, visible components of the irrigation system, and fencing.

2.3 Prior to the issuance of the Notice to Proceed, the TOWN shall schedule a pre-construction meeting with the CONTRACTOR. At the pre-construction meeting, the CONTRACTOR shall submit for the TOWN's review its audio-visual recording of the Project site, the proposed Critical Path Method (CPM) Schedule, the Final Schedule of Values, personnel and subcontractor lists, and the proposed mobilization requirements. It is the intent of the pre-construction meeting to ensure that the Project Manager and the Superintendent have a clear understanding of the proposed Work and the requirements of this Agreement and to establish the appropriate Date of Commencement, which may or may not coincide with the date of the pre-construction meeting.

2.4 The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. The Notice to Proceed shall be issued by the Project Manager after the CONTRACTOR has delivered to the TOWN the executed Agreement together with the Bonds and Insurance Certificates required in accordance with the Agreement and the TOWN has approved this Agreement. No Work shall be performed by the CONTRACTOR or its professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, the CONTRACTOR may commence to perform the Work.

ARTICLE 3
CONTRACT PRICE

3.1 The TOWN shall pay the CONTRACTOR for the performance of this Agreement and completion of the Work under the Project in accordance with the Contract Documents, subject only to any adjustment by Change Order approved by the Town Council, the fixed Contract Price as stated on Page 1 of this Agreement, based on the unit costs and quantities in the Bid. The obligations of the TOWN under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the TOWN.

3.2 The CONTRACTOR fully understands that the Lump Sum and/or Unit Price for all items includes a sufficient allowance for the completion of all Work associated with the Project, as depicted in the Contract Documents, including, but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, TOWN inspections, machinery, equipment, tools, utility coordination, clean up, and other means of construction necessary to complete the Work in accordance with all applicable regulatory agencies.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 The CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, the

Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, county, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Agreement is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any the Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear any additional costs related to the Work.

4.3 The CONTRACTOR understands and acknowledges that all documents and materials provided with the Request for Bid package and any addenda are general and preliminary, and that the CONTRACTOR shall not rely on the accuracy or completeness thereof. The CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 The CONTRACTOR shall be responsible to the TOWN for acts and omissions of the CONTRACTOR and the CONTRACTOR's agents, employees, professionals, subconsultants, subcontractors, and all other parties performing the Work by, through, and under the CONTRACTOR.

4.5 The CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences, and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every professional, subconsultant and subcontractor to the applicable terms and conditions of the Agreement, for the benefit of the TOWN.

4.7 The CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized, and financed to perform such the Work.

4.8 The CONTRACTOR shall act as an independent contractor and not as the agent of the TOWN. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent and Project Manager who shall have been designated in writing by the CONTRACTOR and pre-approved by the TOWN. The Superintendent and Project Manager shall be dedicated to the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The Superintendent shall be present during Work at all times. The Superintendent and Project Manager shall not be the same person, unless approved by the TOWN. All communications given to the Superintendent and/or Project Manager shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Superintendent and/or Project Manager of the CONTRACTOR shall be mailed to the address set forth

in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The TOWN shall have the right of direct removal of any Superintendent and/or Project Manager of the CONTRACTOR upon written notice. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the TOWN's prior written approval. The Superintendent shall have full authority to receive instructions from the Owner and/or Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall perform at least 30% (thirty percent) of the total amount of the Work in-house. The foregoing 30% (thirty percent) is exclusive of administrative work performed by the CONTRACTOR in connection with the Work.

4.11 The CONTRACTOR shall not employ any subcontractor or consultant against whom the TOWN may have reasonable objection including but not limited to the subcontractor or consultants non-compliance or poor past performance on another TOWN project.

4.12 The CONTRACTOR represents to the TOWN that the CONTRACTOR (and its Manager officers, directors, partners, or shareholders holding ten 10% or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or 10% (ten percent) plus shareholder) any person, entity, subcontractor, consultant, design professional, materialmen, supplier, or any other subcontractor performing the Work or the Project. The CONTRACTOR agrees to obtain prior written consent from the TOWN before entering into any agreement on this the Project in which it has a common financial interest.

4.13 The CONTRACTOR shall keep on-site one record copy of all Drawings, Specifications, Addenda, Modifications, and Shop Drawings that is annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents, thus creating Record Drawings, and the Record Drawings are accepted by the TOWN.

4.14 The CONTRACTOR shall provide the TOWN two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Minimum Technical Standards established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall

provide the TOWN Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing.

4.15 The CONTRACTOR shall, at its expense, attend any and all meetings called or noticed in writing by the TOWN to discuss the Work under the Agreement.

4.16 The CONTRACTOR shall not establish and shall not allow its employees to engage in any non-Project related commercial activities on the Project site.

4.17 The CONTRACTOR shall, at its expense, arrange for, develop, and maintain all utilities required to execute the Work. Such utilities shall be furnished by the CONTRACTOR at no additional cost to the TOWN, including, but not be limited to: telephone service for the CONTRACTOR's use; construction power; and potable water, and sanitary sewer. Prior to Final Acceptance of the Work, the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement.

4.18 The CONTRACTOR shall be responsible for the proper control, maintenance, and detour of traffic in the construction area, at all times during the course of the Work. Contractor shall provide and maintain Maintenance of Traffic (MOT) by a certified Advanced Work Zone Traffic Control officer. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation, TOWN, or the county, within their respective area of jurisdiction. It shall be the CONTRACTOR's responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Bid reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper control, maintenance, detour of traffic. The CONTRACTOR shall notify all such agencies and the TOWN at least 7 (seven) days in advance of any traffic detour. No road closures are permitted unless approved in writing by the TOWN. The CONTRACTOR shall notify all such agencies and the TOWN at least 14 (fourteen) days in advance of any road closure.

4.19 The CONTRACTOR is responsible for adequate NPDES-compliant drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed. Stabilization measures, as defined by the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities, as amended, shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

4.20 The CONTRACTOR shall ensure that all fire hydrants on or adjacent to the Project are accessible and no obstruction shall be placed within fifteen feet of any hydrant.

4.21 The CONTRACTOR shall ensure that heavy equipment is not operated close enough to TOWN assets or other structures to cause their displacement.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5
PAYMENT

5.1.1 A Schedule of Values shall be approved by the TOWN prior to the commencement of the Work. The approved Schedule of Values shall be the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to the TOWN. Progress payments on account of Unit Price Work shall be based on the number of units completed.

5.2 Applications for Payments

A. The CONTRACTOR shall submit to the TOWN for review, an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents. Such supporting documents shall include but not be limited to: (i) a current release from the CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and (ii) a monthly dated Critical Path Method (CPM) Schedule for the Project. Written consent from the surety in a form acceptable to the TOWN regarding the project or payment may be given in lieu of waivers. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR's entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the TOWN has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the TOWN's interest therein, all of which must be satisfactory to the TOWN.

B. Beginning with the second Application for Payment, each Application shall include:

(i) an affidavit by the CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge the CONTRACTOR's legitimate obligations associated with prior Applications for Payment and

(ii) a "Conditional Waiver of Right to Claim Against Payment Bond and "Town of Jupiter" completed by the CONTRACTOR and all subcontractors.

C. The amount of retainage with respect to progress payments shall be 5% of the Contract Price or as otherwise stipulated in the Agreement and will remain in place subsequent to final completion of the Work based upon the schedule of values contained in the Agreement.

D. Upon Substantial Completion, the CONTRACTOR must provide for Punchlist items necessary to render the construction services complete, satisfactory, and acceptable. The process, time frames, and reviewing responsibilities for that list must be specified. After the list is developed and the TOWN receives a proper invoice or payment request, the TOWN shall pay the remaining contract balance including remaining retainage less an amount equal to 150% of the estimated cost to complete the items on the list within 30 calendar days from the issuance of the Punchlist. Once all items on the Punchlist are completed, the CONTRACTOR can request payment for all remaining retainage. If there is a good faith

dispute over whether some items have been completed, the TOWN shall be entitled to withhold up to 150% of the cost to complete those disputed items.

E. The Application for Final Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to the TOWN) of all Lien rights arising out of or Liens filed in connection with the Work.

5.3 Review of Applications

A. The TOWN's approval of any payment requested in an Application for Payment shall constitute a representation by the TOWN that to the best of the TOWN's knowledge, information and belief:

(i) the Work has progressed to the point indicated;

(ii) the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price the Work, and to any other qualifications stated in the recommendation); and

(iii)the conditions precedent to the CONTRACTOR's being entitled to such payment have fulfilled the TOWN's responsibility to observe the Work.

B. The TOWN's approval of any payment requested in an Application for Payment shall not be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work performed have been exhaustive, extended to every aspect of the Work, or were detailed inspections of the Work; or (ii) there may not be other matters or issues between the parties that might entitle the TOWN to withhold payment to the CONTRACTOR.

C. The TOWN may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the TOWN. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. The TOWN shall determine whether the corrections submitted are acceptable.

D. The TOWN may refuse to make payment of the full amount because:

(i) claims have been made against the TOWN on account of the CONTRACTOR's performance or furnishing of the Work;

(ii) Liens have been filed in connection with the Work. The CONTRACTOR may delivers a specific Bond to the TOWN, whereby the TOWN shall determine whether the bond submitted is sufficient to satisfy and discharge the Liens;

(iii)there are other items entitling the TOWN to an offset against the amount recommended.

(iv) the Work is defective or the completed Work has been damaged, requiring correction or replacement;

(v) the Work for which payment is requested cannot be verified;

(vi) the CONTRACTOR failed to make proper payments to subcontractor(s) for labor, materials or equipment in connection with the Work;

(vii) the Contract Price has been reduced because of modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(viii) the TOWN has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

(ix) the CONTRACTOR failed to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

(x) of any other breach of, default under, violation of, or failure to comply with the provisions of the Contract Documents.

E. If the TOWN refuses to make payment of the full amount, the TOWN must give the CONTRACTOR written notice within 10 business days of receipt of invoice stating the reasons for such action and promptly pay the CONTRACTOR any amount remaining after deduction of the amount so withheld. The TOWN shall promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the TOWN and the CONTRACTOR, when the CONTRACTOR corrects the reasons for such action to the TOWN's satisfaction.

5.4 All payments made to the CONTRACTOR, whether Progress or Final, shall be in strict accordance with the "Local Government Prompt Payment Act" addressing payment, retainage, and punchlist procedures for the performance of the Work.

5.5 The CONTRACTOR warrants and guarantees the Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the TOWN prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.6 The CONTRACTOR shall promptly pay all subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the TOWN out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR. The CONTRACTOR shall, by appropriate agreement with each subcontractor or other person, require each subcontractor or other person to make payments to sub-subcontractors in similar manner.

5.7 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the TOWN shall not constitute the TOWN's acceptance of any Work it determines in its sole discretion to not be in accordance with the Contract Documents.

5.8 In accordance with the provisions of §255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term

is defined by §713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for or to induce payment of a progress payment or a final payment, such waivers shall comply with the form set forth in §255.05, Florida Statutes.

5.9 If one or more Notice of Non-Payment is received by the TOWN, no further payments will be approved until non-payment(s) have been satisfied and a Release of Claim for each Notice of Non-Payment has been submitted to the TOWN. Upon request, the CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If the CONTRACTOR fails to satisfy the non-payment, the TOWN may make payment and back-charge the CONTRACTOR for any and all costs associated with such payment.

5.10 If at any time during the progress of the Work, the CONTRACTOR's actual progress is inadequate to meet the requirements of the Agreement, the TOWN may, but is not required to, notify the CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of the CONTRACTOR:

A. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

C. Reschedule the Work in conformance with the specification requirements.

5.11 Neither such notice by the TOWN nor the TOWN's failure to issue such notice shall relieve the CONTRACTOR of its obligation to achieve the quality of the Work and rate of progress required by the Agreement.

ARTICLE 6
TIME OF PERFORMANCE

Time is of the essence for all Work under this Agreement.

6.1 Prior to requesting an inspection for Substantial Completion, as defined in Article 1.25, the CONTRACTOR shall confirm, in writing that:

A. All construction is complete, the project components are clean, and all systems fully functional.

B. All utilities are installed or adjusted, as required, and are fully functional.

C. The Project site is clear of the CONTRACTOR’s excess equipment, temporary facilities and/or trailers.

D. All operations and maintenance manuals for all equipment have been delivered to the TOWN.

E. All operations and maintenance training related literature, software, and back-up disks have been delivered to the TOWN.

F. All manufacturers’ certifications and warranties have been delivered to the TOWN.

G. All required spare parts, materials, as well as any special measuring devices and tools have been delivered to the TOWN.

6.2 The TOWN shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion, but the TOWN shall allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

6.3 When the CONTRACTOR considers the Work ready for its intended use, the CONTRACTOR shall notify the TOWN, in writing, that the Work is substantially complete and request that the TOWN issue a certificate of Substantial Completion. Promptly thereafter, the TOWN and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. For the purpose of this Agreement, and for the compliance of those procedures, duties, and obligations as set forth in §218.70 et seq. and §218.735 et seq., Florida Statutes, the term "Substantial Completion" is defined as that point where the TOWN determines that it is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the TOWN is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety, and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If the TOWN does not consider the Work substantially complete, the TOWN will notify the CONTRACTOR in writing giving the reasons therefore. If the TOWN considers the Work substantially complete, the TOWN will issue and deliver to the CONTRACTOR a certificate of Substantial Completion, which shall fix the date of Substantial Completion. In addition to §218.735(7)(a), Florida Statutes, punch list procedures for construction projects having an estimated cost of less than $10,000,000 to render the Work complete, satisfactory, and acceptable are established as follows:

A. The intent of this section is for the TOWN and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 days from the date of reaching Substantial Completion.
B. Within 5 days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the TOWN ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the TOWN during the Punchlist Walkthrough. The TOWN shall issue the Final Punchlist within 30 days of the Substantial Completion date.
C. The CONTRACTOR shall address and complete the Punchlist work either during the Punchlist Walkthrough itself or no later than 30 days from the date of the Punchlist Walkthrough.
D. No more than 25 days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the TOWN. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
E. The CONTRACTOR shall complete the Final Punchlist items within 30 days of the date of its issuance by the TOWN.

F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.

G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% complete; and (ii) the TOWN has been able to operate or utilize the affected punchlist item for 15 days, whichever occurs last.

H. The CONTRACTOR acknowledges and agrees that the TOWN may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the TOWN during performance of the Work.

I. The CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by the TOWN as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the TOWN may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.4 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, as determined by the TOWN, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.5 Use by the TOWN, at the TOWN's option, of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the TOWN and the CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the TOWN for its intended purpose without significant interference with the CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

A. The TOWN may request, in writing, the CONTRACTOR permit the TOWN to use any such part of the Work which the TOWN believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees that such part of the Work is ready for its intended use and substantially complete, the CONTRACTOR shall certify to the TOWN that such part of the Work is substantially complete and request the TOWN issue a certificate of Substantial Completion for that part of the Work. The CONTRACTOR may notify, in writing, the TOWN that the CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request the TOWN issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either a request or notification is made, the TOWN and the CONTRACTOR shall inspect that part of the Work to determine its status

of completion. If the TOWN does not consider that part of the Work to be substantially complete, the TOWN shall notify the CONTRACTOR in writing giving the CONTRACTOR its reasons for its determination.

B. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of this Agreement regarding property insurance.

6.6 Upon written notice from the CONTRACTOR that the entire Work, or an agreed portion thereof, is complete, the TOWN shall promptly make a final inspection with the CONTRACTOR and notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The CONTRACTOR shall immediately take such measures necessary to complete such Work or remedy such deficiencies. Upon review of the measures taken, the TOWN shall determine whether the **measures** taken have rendered the incomplete or defective Work complete.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Upon failure of the CONTRACTOR to Substantially Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Substantial Completion.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If completion dates are not strictly complied with, then Liquidated Damages shall be assessed against the CONTRACTOR, and CONTRACTOR hereby agrees that such Liquidated Damages bear a reasonable relationship to damages incurred by the TOWN. The CONTRCATOR agrees to the reasonableness of the posted Liquidated Damages amount, which may not equal actual damages, and shall be legally enforceable in a court of law.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR's performance of this Agreement is delayed, either by delays that are beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors or by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Agreement Time shall be extended by Change Order provided it is approved by the TOWN Council. If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, the CONTRACTOR shall provide the TOWN a written notice, stating the reasons or the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

A. Nature of the delay or change in the Work;

B. Dates of commencement and cessation of the delay or change in the Work;

C. Activities on the current progress schedule affected by the delay or change in the Work;

D. Identification and demonstration that the delay or change in the Work affects the critical path;

E. Identification of the source of delay or change in the Work;

F. Anticipated extent of the delay or change in the Work; and

G. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless the CONTRACTOR has notified the TOWN in writing within 7 (seven) calendar days of commencement of the delay and the Town Council has approved the extension.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing, or passive interference by the TOWN, its employees, or agents, and waives damages that it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted by the TOWN, being the CONTRACTOR's sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, as determined by the TOWN, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by the TOWN and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided the CONTRACTOR has otherwise satisfied the requirements of this Agreement, the CONTRACTOR shall be entitled to an increase in the Contract Price based upon approved general condition, insurance, and bond premium costs resulting from delays for which the TOWN Council has approved by Change Order or Construction Change Directive, provided, however, the TOWN shall not be required to pay such additional amounts for any days following the date on which the CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

8.4 The time during which the CONTRACTOR is delayed in the performance of the Work by an act of Force Majeur shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the CONTRACTOR for an extension of time for such delays be considered unless made in accordance with Paragraph 8.1.

8.5 The TOWN shall not be obligated or liable to the CONTRACTOR for and the CONTRACTOR hereby expressly waives any claims against any damages, costs, or expenses of any nature whatsoever

which the CONTRACTOR, its subcontractors or sub-subcontractors may incur as a result of any events referred to in Paragraph 8.4 above, it being understood and agreed that the CONTRACTOR's sole and exclusive remedy in such event shall be an extension of Contract Time, but only if claim is properly made in accordance with Paragraph 8.1.

8.6 If any adverse weather conditions arising from Force Majeure are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were , could not have been reasonably anticipated, and had an adverse effect on the scheduled critical path of construction. Based on 30-Year, National Weather Service historical rainfall averages for the Town of Jupiter, the CONTRACTOR shall anticipate the amount of rainfall days affecting the schedule as normal conditions outlined in the following months below:

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
2	2	3	2	3	5	5	6	6	5	3	2

The monthly allocated rainfall days are incorporated into the Contract Time and shall be considered a form of contingency built into the schedule.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the project, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the TOWN any conflict, error, or discrepancy that the CONTRACTOR or any of its subcontractors or suppliers may discover and shall obtain a written interpretation or clarification from the TOWN before proceeding with any Work affected. The CONTRACTOR shall remain liable to the TOWN for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by the CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the TOWN in writing of:

(A) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (B) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Agreement. The TOWN will promptly investigate the conditions, and if it finds that such conditions materially differ and such that it would cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, propose an equitable adjustment to the Contract Price or Time and modify the parties may agree to the same. The CONTRACTOR's failure to provide notice upon discovery of the differing site condition shall waive any entitlement to an adjustment in the Contract Price or Contract Time.

9.3 Physical Conditions (Including Underground Facilities). The CONTRACTOR shall have responsibility for physical conditions, and Underground Facilities owned by the TOWN or others, as shown or indicated in the Contract Documents. The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. The TOWN shall not be responsible for accuracy or completeness of data, plans, and specifications and the CONTRACTOR shall have responsibility for

checking all information and data. If the Contract Documents necessitate an amendment or a change order in the Work due to Underground Facilities owned by the TOWN or others, whether they be shown or indicated or newly discovered, the TOWN may authorize an amendment to the Work by Change Order. If those Underground Facilities owned by the TOWN or others cause or will cause delays in the performance or extend completion of all or part of the Work, the CONTRACTOR shall absorb all related delay, extension, or acceleration costs, however caused, except that if the TOWN and the CONTRACTOR agree that the delays require a change in Contract Time, the TOWN shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the TOWN for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance, and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the TOWN or others as shown or indicated, or from newly discovered Underground Facilities owned by the TOWN or others.

9.4 Special Requirements for Underground Facilities. The CONTRACTOR shall have responsibility for the following list. Except as otherwise provided, all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

A. Field locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation;

B. Notifying the TOWN of any newly discovered Underground Facility and promptly notifying that the TOWN of that discovery;

C. Shoring, blocking and protecting Underground Facilities including utilities shown, indicated or discovered;

D. Coordination, scheduling and sequencing the Work with the TOWN's of all Underground Facilities shown, indicated or discovered;

E. Repairing any damage to the satisfaction of the TOWN, to the extent that the damage was due to the CONTRACTOR's failure to adhere to the requirements, or to the fault or negligence of the CONTRACTOR; and

F. The safety and protection of any affected the Work, and for repairing any damage done to the work.

9.5 If those Underground Facilities owned by the TOWN or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if the TOWN and the CONTRACTOR agree that the delays require a change in Contract Time, the TOWN shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the TOWN for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused,

resulting from variance in the location or configuration of Underground Facilities owned by the TOWN or others shown or indicated, or from newly discovered Underground Facilities owned by the TOWN or others.

9.6 Unless it prejudices the Work already excavated and uncovered, the CONTRACTOR shall schedule layout, excavation and uncovering of the Work or Underground Facilities a sufficient time in advance to allow the TOWN'S design professional's review, and the possible amending or supplementing of the Contract Documents.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Agreement, or in preparation for the work and services under this Agreement, or any extension, modification, or amendment thereto by change order to otherwise.

The CONTRACTOR hereby agrees to indemnify and hold harmless the TOWN, its elected and appointed officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Agreement, the CONTRACTOR may be held in default of its contractual obligation under this Agreement if the CONTRACTOR:

A. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

B. fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;

C. disregards laws, ordinances, or rules, regulations or orders of any public authority having jurisdiction;

D. performs the Work that does not conform to Contract Documents requirements;

E. fails to meet the Contract Schedule or fails to make progress on the Work so as to endanger performance of the Agreement;

F. abandons or refuses to proceed with any or all the Work; or

G. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 In the event that the TOWN deems the CONTRACTOR is in default, it shall provide written notice to the CONTRACTOR notifying it of the default and provide the CONTRACTOR with written notice of default, and a time as determined by the TOWN based upon the circumstances to cure such default. In the event that the CONTRACTOR fails to cure the default within the default period as determined by the TOWN, the TOWN may:

A. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; and

B. accept assignment of subcontracts pursuant to this Agreement; and

(i) Complete the Work using any reasonable method the TOWN deems expedient, and deduct all costs incurred to complete the Work from any amounts due or that may become due to the CONTRACTOR. If such costs exceed the remaining contract balance, the CONTRACTOR shall be responsible for and promptly reimburse the TOWN for the excess., or

(ii) terminate the CONTRACTOR and engage others to complete the Work, charging the CONTRACTOR for all resulting completion costs. Such costs shall include, but not be limited to, expenses for construction, architectural and engineering services, project management, inspection, administrative costs, and any other costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default., or

C. offset any and all such completion costs against any monies then due or to become due on any other projects that the TOWN has with the CONTRACTOR.

11.3 Upon default, the TOWN shall have no further obligation to pay the CONTRACTOR, and the CONTRACTOR shall not be entitled to receive further payment from the TOWN unless the TOWN permits the CONTRACTOR to complete the Work.

11.4 Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

11.5 Termination by the TOWN for Convenience. Notwithstanding any notice of default, the TOWN reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the TOWN shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, the CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

ARTICLE 12
SUSPENSION OF WORK

The TOWN may, without cause, provide written notice to the CONTRACTOR to suspend, delay, or interrupt the Work in whole or in part for such period of time as the TOWN may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The TOWN may, at any time or from time to time, order additions, deletions, or revisions in the Work by requesting a proposal from the CONTRACTOR detailing the proposed additions, deletions, or revisions to the Work. The proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates, and mark-ups. The CONTRACTOR shall complete and return the proposal to the TOWN within 10 calendar days from receipt thereof. The proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal.

13.2 The TOWN may authorize minor changes or alterations in the Work involving minimal cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the Field Order entitles it to an increase in the Contract Price or extension of Contract Time, it shall appeal the changes to the Town Manager, whose decision shall be final.

13.3 Additional Work performed by the CONTRACTOR without a written Change Order shall not entitle the CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of the adjustment by the Surety to the TOWN.

13.5 The TOWN may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;

B. in the method or manner of performance of the Work;

C. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the TOWN shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

13.8 The value of any Work covered by a Field Order, Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the TOWN:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

B. by negotiated lump sum; or

C. cost plus. If this option is selected, the CONTRACTOR shall provide all documentation in support of its Actual Costs, and the CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by the CONTRACTOR, the CONTRACTOR shall be entitled to a percentage 10% mark-up for Actual Costs as defined in Section 1.

13.10 For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10%; and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5%. The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs as defined in Section 1.

13.11 The Contract Sum includes an Owner Contingency as specified on the Bid Form. This fund is for the exclusive use of the TOWN to defray expenses from changes in the work such as unforeseen conditions or added scope. The Contractor must obtain the TOWN's prior written approval and provide documentation of costs before any funds are released. Any balance remaining at project conclusion shall belong solely to the Owner.

All contingency spend must be listed as a separate item on the project invoice. The TOWN reserves the right to request an itemized monthly report of all contingency expenses.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, shall be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. The TOWN's failure to identify, reject, or order the removal of defective or nonconforming materials or equipment shall not relieve the CONTRACTOR of responsibility for the quality and compliance of the materials and equipment furnished, nor shall it waive any requirement of the Contract Documents or limit the TOWN's rights and remedies thereunder.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, are acceptable regardless of the TOWN's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve the CONTRACTOR from responsibility for the quality and maintaining progress in accordance with the critical path for the Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, the CONTRACTOR shall secure from the TOWN its concurrence that the item proposed is, in fact, equal or better to that specified in the Contract Documents that: such item will fit into the space allocated; such item affords comparable ease of operation, maintenance and service; the appearance, longevity and suitability for the climate are comparable; and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in the TOWN's interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

A. The burden of proof of equality of a proposed substitution for a specified item shall be upon the CONTRACTOR. The CONTRACTOR shall support its request with sufficient test data and other means to permit the TOWN to make a fair and equitable decision on the merits of the proposal. The CONTRACTOR shall submit drawings, samples, data and certificates and such additional information as may be required by the TOWN for proposed substitute items as required by the Contract Documents.

B. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified shall be considered a substitution. The TOWN will be the sole judge of whether or not the substitution is equal in quality, utility, and economy to that specified.

C. The CONTRACTOR shall allow an additional 15 calendar days for the TOWN's review of requested substitutions. All requests for substitutions with supporting data must be made at least 50 calendar days prior to the time the CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve the CONTRACTOR from its responsibility to comply with all requirements of the Agreement. The CONTRACTOR shall coordinate any changes with all trades and shall bear the expense for any changes in other parts of the Work caused by any substitutions approved by the TOWN.

D. If the TOWN rejects the CONTRACTOR's requested substituted item on the first submittal, the CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the TOWN for its review of the data submitted to support the proposed substituted item. The TOWN’s expenses shall be deducted from the next succeeding partial payment to the CONTRACTOR, or from the final payment, at the TOWN’s discretion.

ARTICLE 15
COMPLIANCE

15.1 All Work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications contained in the Contract Documents. The CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. The CONTRACTOR shall notify the TOWN prior to commencement of the Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. The CONTRACTOR acknowledges and agrees that by its execution of this Agreement that it has thoroughly researched all applicable codes and regulations affecting the Project.

15.2 If, during the term of this Agreement, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Agreement which become effective and which affect the cost or time of performance of the Agreement, the CONTRACTOR shall immediately notify the TOWN in writing and submit detailed documentation of how the law, ordinance, or regulation effects the terms herein regarding either or both the time and cost of performing the Agreement. Upon concurrence by the TOWN as to the effect of such changes, an adjustment in the Contract Price and/or time of performance shall be presented top the Town Council for its approval. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, or regulation, the CONTRACTOR shall immediately report the same in writing to the TOWN for its evaluation and a response. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate any such laws, regulations or ordinances.

15.3 The CONTRACTOR shall, at all times, comply with all applicable laws, ordinances, and regulations in effect during the time of performance of the Work.

15.4 The CONTRACTOR shall deliver a product which meets or exceeds the design package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work (if applicable), except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

The CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to its hiring, the tenure of an employee, the terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17
DEFECTIVE WORK

17.1 The TOWN shall have authority to reject any Work which it determines, in its sole discretion to be "defective" (which term is hereinafter used to describe any Work that the TOWN determines is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). The TOWN shall also have authority to require special inspection or testing of the Work as it determines to be necessary, whether or not the Work is fabricated, installed or completed.

17.2 Upon the TOWN’s presentation of a notice of Defective the Work to the CONTRACTOR, the CONTRACTOR shall meet with the TOWN’S representative within 24 hours to discuss and develop a plan of remedial action and time-line to correct the defective the Work. The CONTRACTOR shall have no more than 3 working days to begin corrective action and repairs; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within 12 hours of notification, or by 7:00 a.m.

whichever is earlier, and the CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the 24 hour meeting requirement, or the agreed upon correction schedule, the TOWN have the right to do any of the following: (A) correct any the Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR; or (B) hold back payment due the CONTRACTOR until such time as the Work is completed to the satisfaction of the TOWN and in compliance with the Contract Documents. The TOWN shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the TOWN reserves the right to pursue any and all other remedies, including but not limited to damages, or liquidated damages for any delay which it determines in its sole discretion to be appropriate.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the TOWN, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price covering the faithful performance of this Agreement and the CONTRACTOR's faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The Bonds shall be recorded at the CONTRACTOR's expense. The Surety for the bonds must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment and Performance Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt, becomes insolvent, its authorization to do business in the State of Florida is terminated, it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, the CONTRACTOR shall within 5 days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to the TOWN . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e), Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b) , Florida Statutes, and applicable case law.

18.2 Insurance

A. Certificate of Insurance. One certified true copy of the policy(s) must be furnished by the CONTRACTOR to the TOWN prior to commencement of any Work on the site, including demolition and the preparation for construction. The Certificate of Insurance must indicate the "Town of Jupiter" as an Additional Insured on all policies except the Workers Compensation. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. Listing the Town of Jupiter as a Certificate Holder alone does **not** provide the Town with insurance coverage. The Town must be listed as an **Additional Insured** on the policy, as described above. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for completed operations under the General Liability policy.

B. General Insurance Requirements. The Contractor, and any designated subcontractors, shall maintain all required insurance at the types, amounts, and terms specified in this Agreement for the entire duration of the Work and for the full period allowed by law for claims related to personal injury, property damage, or other losses covered by such insurance.

(i) All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the TOWN. All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the TOWN, other coverage types and /or specific endorsements may be required depending upon the type and Work to be performed. All insurance must be acceptable by and approved by the TOWN as to form and types of coverage.

(ii) The policy(s) shall provide for 30 days prior written notice to the TOWN, by registered or certified mail, if the approved insurance provider cancels or any changes the coverages required herein.

(iii)The policy(s) shall be written for the Contract Times, commencing with the initial demolition, site preparation, or Work and ending at the Final Completion and shall contain an endorsement providing for extension of the policy(s) for up to 2 (two) years. The products and completed operations portions of the General Liability shall extend for a period of 10 years after the Final Acceptance of the Project by the TOWN and shall include an "Additional Insured" endorsement.

(iv) All liability polices required herein shall be written on an occurrence basis

(v) The policies shall name the TOWN, its elected and appointed officials and employees as additional insured (including completed operations coverage under the General Liability) as their interest may appear under this Agreement.

(vi) All insurers shall agree to waive all rights of subrogation against the TOWN and its elected and appointed officials, and employees.

(vii) It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors it utilizes on the Project also comply with these insurance requirements.

C. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required of it under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

D. Specific Insurance Limits

(i) Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes, and Employers Liability of limits no less than:

$ 500,000	each accident
$ 500,000	disease - policy limit
$ 500,000	each employee

Should the scope of work performed by the CONTRACTOR qualify its employees for benefits under Federal the Worker's Compensation Statute proof of appropriate Federal Act coverage must be provided.

(ii) Commercial General Liability, with limits of not less than:

$ 1,000,000	each occurrence
$ 1,000,000	personal/advertising injury
$ 2,000,000	products/completed operations (per project aggregate)
$ 2,000,000	general aggregate (per project aggregate)
$ 100,000	fire damage legal (any 1 fire)
$ 10,000	medical expense (any 1 person)

Coverage shall include include liabiltiy for bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. The insurance must include contractual liability coverage to protect both the Town and the contractor for any obligations the contractor has agreed to assume under the contract's hold harmless/indemnification provisions.Coverage is to extend to independent contractors and CONTRACTORS employees. Explosion, Collapse, and Underground (XCU) coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the Project involves environmental exposures, CONTRACTOR shall maintian environmental impairment liability coverage.

(iii) Automobile Liability - $1,000,000 Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

(iv) Umbrella Liability - to include the employer's liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

(v) Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a modification to the Agreement. However, if hazardous materials are identified while carrying out this Agreement, no further the Work is to be performed in the area of the hazardous material until the TOWN has been consulted as to the need to procure and maintain such coverage.

E. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of subrogation against the TOWN, its elected and appointed officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement,

then the CONTRACTOR shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warrantied and guaranteed as new quality and of the highest grade of quality for their intended use. All Work shall be performed in good workmanship and shall be in accordance with all Contract Documents and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, and shall be in compliance with all governing laws, ordinances and regulations. The CONTRACTOR warrants all Work against defects for a period of 1 year (unless longer guarantees or warranties are provided for elsewhere in the Agreement or are required by law, in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by the CONTRACTOR or any of its subcontractors.

19.2 If defects are identified during the warranty period, the CONTRACTOR shall repair or replace the defect and cure such defect within 48 hours of receipt of written notice. The CONTRACTOR warrants such repaired or replaced Work for a period of 1 year from the completion of the warranty work or the warranty period specified, whichever is longer. Should the CONTRACTOR fail to timely cure such defects, the TOWN may proceed to perform the work at the CONTRACTOR's expense and may charge the CONTRACTOR for all TOWN costs associated with the work.

19.3 The CONTRACTOR shall require that all of its subcontractors, suppliers, and materialmen provide warranties for the benefit of the TOWN in their agreements with CONTRACTOR that are sufficient to satisfy the CONTRACTOR’s obligations in this Agreement and the CONTRACTOR shall assign all such warranties to the TOWN as a condition precedent to the receipt of Final Payment. The CONTRACTOR shall defend and indemnify the TOWN against all fees and costs should the CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the TOWN. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's warranty to the TOWN. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2 year equipment warranty commencing at the time of acceptance of the equipment by the TOWN.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents and any and all amendments thereto, in good order and marked, to record changes to the Contract Documents as approved during the construction of the Project. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples, and similar required submittals. These shall be provided to the TOWN upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

A. Shop Drawings, Product Data, Samples, and similar items produced and submitted to the TOWN are not Contract Documents. The purpose of these items is to demonstrate, for those portions of the Work for which submittals are required, the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

B. The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples, and similar items. The TOWN shall review Shop Drawings, Product Data, Samples, and similar items for compliance with the Design Documents and shall provide comments, if any, within 15 days of receiving such documents.

C. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by the TOWN's approval of Shop Drawings, Product Data, Samples, or similar items unless the CONTRACTOR has specifically informed the TOWN of such deviation at the time of their submission to the TOWN and the TOWN has given ITS written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or similar items submitted to the TOWN for its approval.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees, users, and licensees of the TOWN.

21.2 All the Work, whether performed by the CONTRACTOR, its subcontractors, or anyone directly or indirectly employed by the CONTRACTOR or subcontractors, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended, and all state, county or the TOWN laws, ordinances and regulations; and

B. all codes, ordinances, laws, regulations and requirements of the TOWN and its insurance carriers. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the TOWN shall have the right, but not the obligation, to suspend the Work in the unsafe area. All costs of any nature resulting from the suspension shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site, the proper safety equipment for the duties being performed by that worker and shall prohibit any worker on the Work site from working who fails or refuses to use the proper safety equipment. The TOWN shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the

day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the TOWN, must take such action as are reasonably necessary to prevent damage, injury, or loss at the site. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 The CONTRACTOR: (A) shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause; (B) shall protect the property of the TOWN and third parties from loss or damage from whatever cause arising out of the performance of the Agreement; and (C) shall comply with the requirements of the TOWN and its insurance carriers and with all applicable laws, ordinances, and regulations with respect to the prevention of loss or damage to the site. The TOWN, its insurance carriers or their representatives, may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control, and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the TOWN shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Agreement.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work and for which disposition is not specifically provided for elsewhere in the Contract Documents, the CONTRACTOR shall contact the TOWN and determine if the removal items are to be salvaged. Items to be salvaged by the TOWN shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the TOWN. Equipment and materials which will not be salvaged by the TOWN shall become the property of the CONTRACTOR, who shall be responsible for removing it from the site and disposed of in an acceptable manner. To the extent the CONTRACTOR intends to temporarily store materials at a site near or adjacent to the site prior to its ultimate removal or disposal, the CONTRACTOR must first obtain written authorization from the TOWN.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage by the CONTRACTOR. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. The CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the TOWN.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property around the site. Any trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any

vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the TOWN. The CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the TOWN.

22.5 Until final acceptance of the Work by the TOWN pursuant to this Agreement, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including the TOWN-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Existing manholes, fire alarms, etc., shall not be obstructed by the CONTRACTOR, unless called for in the Contract Documents. The CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first getting written approval from the appropriate governmental entity.

ARTICLE 23
TESTS AND INSPECTIONS

23.1 If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the TOWN, it must be uncovered for observation if requested by the TOWN. Such uncovering shall be at the CONTRACTOR's expense.

23.2 The CONTRACTOR shall be liable for any additional testing or inspections necessitated by defective work performed or materials supplied by the CONTRACTOR or by any of its subcontractors or vendors.

23.3 The CONTRACTOR shall be liable for all expenses incurred for stand-by time charged by the testing firm as a result of cancelled or delayed testing or inspections. These charges shall be deducted from the CONTRACTOR’S final payment.

ARTICLE 24
UTILITY COORDINATION

24.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental entities, utilities, public carriers, service companies and private corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported, and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR: shall (A) give all proper notices; (B) comply with requirements of such parties in the performance of its the Work; (C) permit entrance of such parties on the Work site in order that they may perform their necessary the Work; and (D) pay all charges and fees made by such parties for this the Work. The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to the Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

24.2 At all points where the Work constructed by the CONTRACTOR connects to existing utilities and services, the actual the Work of making the necessary connection to the existing service or utility shall be arranged for by the CONTRACTOR at no expense to the TOWN (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

24.3 FPL calls attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this Project. The CONTRACTOR must visually survey the area and take the necessary steps to identify all overhead and underground FPL facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment, or object closer to FPL's power lines than the OSHA-prescribed limits. If the CONTRACTOR identifies such, it shall re-design the Project to allow for safe construction given the pre-existing power line location, or make arrangements with FPL to, either deenergize and ground its facilities, or relocate them. The CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for the CONTRACTOR and/or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, the CONTRACTOR or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are approved and implemented. The CONTRACTOR shall complete a "Notification of FPL Facilities" form prior to the commencement of the Work.

ARTICLE 25
HAZARDOUS MATERIALS

The CONTRACTOR shall obtain all required federal, state, and local permits, approvals and licenses and shall be responsible for the safe and proper handling, transporting, storage, and use of any explosive or hazardous materials brought onto or encountered within the Project, and at its expense, make good any damage caused by its handling, transporting, storage, and use. The CONTRACTOR shall notify the TOWN immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the TOWN. The CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, or any employee or agent of any of the aforementioned, which results in contamination of the site, the CONTRACTOR shall immediately notify the TOWN and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR's sole cost and expense.

ARTICLE 26
AUDIT

26.1 The CONTRACTOR agrees that the TOWN, or any of its duly authorized representatives, shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR's financial books and

records concerning this the Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to a reduction for amounts charged thereto, which are found on the basis of audit examination, to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the TOWN the amount of such reduction of payments. All required records shall be maintained until the latter of the completion of the audit and all questions arising therefore are resolved, or 6 years after completion of the Work and issuance of the Final Payment.

26.2 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 27
PUBLIC RECORDS

27.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Act), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

27.1.1 Keep and maintain public records required by the TOWN to perform the Agreement.

27.1.2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

27.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the TOWN.

27.1.4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the Agreement. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

27.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 741-2752, townclerk@jupiter.fl.us, 201 MILITARY TRAIL, JUPITER, FL 33458.**

27.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 28
ASSIGNMENT

28.1 The TOWN and the CONTRACTOR each binds itself, its officers, directors, qualifying agents, partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Agreement.

28.2 The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the TOWN and Surety.

28.3 If for any reason the TOWN terminates its Agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the TOWN. The CONTRACTOR shall include in each of its subcontracts, language that requires its subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Agreement directly for the TOWN.

ARTICLE 29
ATTORNEY'S FEES AND COSTS

29.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the TOWN in the enforcement of this Agreement, including the TOWN's reasonable attorney's fees, expert fees, court costs, and expenses, even if not taxable as court costs, including, at the State Court, Appellate Court, and in Bankruptcy Proceedings.

ARTICLE 30
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the TOWN and the CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by giving the other party 30 days written notice.

ARTICLE 31
RESOLUTION OF CLAIMS AND DISPUTES; CERTIFIED CLAIMS

31.1 Mediation. As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator within 15 days, then the TOWN shall select the mediator, who shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision.

31.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and Palm Beach County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY.

31.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price in the amount of (10%) or more of the Contract Price, an increase in the Contract Time for substantial or final completion by more than30 days, or both, upon the request of the TOWN in its sole discretion, CONTRACTOR shall, within30) days, submit to the TOWN a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

(i) The claim is made in good faith;

(ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

(iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the TOWN; and

(iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF 30 DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

31.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

(i) Be liable to the TOWN for an amount equal to 3 times the amount of the claim that is false, fraudulent, or inflated;

(ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;

(iii) Be liable to the TOWN for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the TOWN to review, defend, and evaluate the claim; and

(iv) Be subject to debarment from TOWN contracting for a period not to exceed 5 years.

31.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the TOWN reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within15 days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the TOWN with immediate written notice thereof.

ARTICLE 32
MISCELLANEOUS

32.1 Taxes. The TOWN is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

32.2 Pledge of Credit. The CONTRACTOR shall not pledge the TOWN's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

32.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment, or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

32.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the TOWN and the CONTACTOR have executed this Agreement as of the last date written below.

ATTEST

Merriane Lahmeur
Town Clerk

TOWN OF JUPITER

Jim Kuretski
Mayor

[CONTRACTOR NAME]

Name
Title

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 10, 2026

Re: Procurement Review – Resolution 24-26 R&D Paving, LLC
Jupiter Park Drive Turn Lane

After reviewing the documents requesting approval of Resolution 24-26 issuing a contract to R&D Paving, LLC for the Jupiter Park Drive Turn Lane in the amount of $1,592,710.25, I have found that the request meets all procurement requirements of F.S. 255.20.

The competitive solicitation for contract EPW 2026-02 complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Approval to Execute Amendment 1 to an Interlocal Agreement with Loxahatchee River Environmental Control District

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Resolution 25-26 for Amendment 1 for Interlocal Agreement (ILA) between LRECD and the TOWN for Joint Participation in the Jupiter Park Drive Improvements Project

EXECUTIVE SUMMARY

Town staff is providing Resolution 25-26 for consideration by Town Council for approval of Amendment # 1 to the Interlocal Agreement (ILA) between the Loxahatchee River Environmental Control District (LRECD) and the Town, for the joint participation in the Jupiter Park Drive Improvements Project.

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

ANALYSIS

On May 3, 2022 the Town Council approved Resolution 47-22 providing for approval of an ILA between the LRECD and the Town, for the joint participation in the Jupiter Park Drive Improvements Project. The value of LRECD funding commitment for LRECD's work scope under the original ILA was $92,576.28, and was based on the design Engineer of Record's opinion of probable project cost dated January 27, 2022. In January 2025 the Engineer of Record updated their opinion of probable project cost, and established an estimate of LRECD's work scope at $112,680.88. This project cost estimate included costs for construction engineering and inspection services, post design/construction services and contingency funding. The LRECD Board approved the increase in their project funding commitment of $112,680.88 under the subject ILA in their November Board meeting. Subsequent to LRECD's approval of the ILA amendment, the Town solicited and secured bids for the project. R&D Paving submitted the lowest qualified and responsive bid for the project at a total cost of $1,592,710.25. The attached R&D Paving Bid Work Sheet breaks out line item bid costs between the Town's responsibility and LRECD's responsibility and establishes the LRECD costs at the $112,680.88 approved by their Board. It is noted that LRECD's $112,680.88 funding no longer includes any funding allocation for construction engineering and inspection services and post design/construction services as the Town staff will perform those duties. In addition, the project bid price includes $100,000.00 as contingency funding to be used as may be determined warranted to address unforeseen conditions and scope changes that may arise during the construction phase.

Town staff is providing Resolution 25-26 for consideration by Town Council for approval to execute Amendment # 1 to the ILA between LRECD and the Town.

STRATEGIC PRIORITY

- Manage Growth
- Mobility

ATTACHMENTS

1. Resolution 25-26
2. Cost Breakdown
3. ILA Amendment 1
4. Original Recorded ILA
5. Procurement Review

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.

RESOLUTION 25-26

A RESOLUTION OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE APPROVAL OF AMENDMENT # 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND THE TOWN OF JUPITER FOR THE JOINT PARTICIPATION IN THE JUPITER PARK DRIVE IMPROVEMENT PROJECT

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

WHEREAS, the Town of Jupiter has planned a Community Investment Program project for the Jupiter Park Drive Turn Lane Improvements; and

WHEREAS, the Jupiter Park Drive Improvement Project road widening for the expanded turn lane requires conversion of an adjacent open channel drainage canal adjacent to the roadway turn lane expansion area which is to be converted to a stormwater drainage exfiltration trench system; and

WHEREAS, the Town and the Loxahatchee River Environmental Control District each own a portion of the existing open channel drainage canal; and

WHEREAS, the Loxahatchee River Environmental Control District has requested additional work as a part of the Jupiter Park Drive Improvement Project which would allow for the use of the stormwater exfiltration trench system to be used as a part of their stormwater and related operational needs; and

WHEREAS, the Town of Jupiter and Loxahatchee River Environmental Control District deem it in the best interest of the public to approve an amendment to the Interlocal Agreement for reimbursement, due to increased projects costs identified during the

project bidding process, for the shared benefit offered by the Jupiter Park Drive Improvement Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Amendment # 1 to the Interlocal Agreement between the Town of Jupiter and Loxahatchee River Environmental Control District for the construction of Jupiter Park Drive Improvement Project, on behalf of the Town of Jupiter.

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

Cost Breakdown
EPW 2026-02
Jupiter Park Drive Turn Lane

				R & D Paving		Town of Jupiter Costs		LRECD Costs	
Item	Description	Unit	Qty	Bid/Unit Price	Total Price	LS Proportion or Unit Price	Total Price	LS Proportion or Unit Price	Total Price
101-1	MOBILIZATION AND DEMOBILIZATION	LS	1	$ 150,000.00	$ 150,000.00	$ 138,000.00	$ 138,000.00	$ 12,000.00	$ 12,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 29,000.00	$ 29,000.00	$ 26,100.00	$ 26,100.00	$ 2,900.00	$ 2,900.00
104-1	SWPPP - PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$ 24,000.00	$ 24,000.00	$ 22,080.00	$ 22,080.00	$ 1,920.00	$ 1,920.00
na	DEWATERING	LS	1	$ 26,400.00	$ 26,400.00	$ 26,400.00	$ 26,400.00	$ -	$ -
110-1	CLEARING, GRUBBING & SITE DEMOLITION	LS	1	$ 49,150.00	$ 49,150.00	$ 42,269.00	$ 42,269.00	$ 6,881.00	$ 6,881.00
120-1	EXCAVATION AND EMBANKMENT	LS	1	$ 175,000.00	$ 175,000.00	$ 161,000.00	$ 161,000.00	$ 14,000.00	$ 14,000.00
121-1	FLOWABLE FILL	EA	3	$ 3,520.00	$ 10,560.00	$ 3,520.00	$ 10,560.00	$ -	$ -
160-4	12" COMPACTED SUBGRADE (TYPE B STABILIZATION)	SY	1,990	$ 9.30	$ 18,507.00	$ 9.30	$ 18,507.00	$ -	$ -
160-4A	4' STABILIZED SHOULDER (26" TYPE B STABILIZATION)	SY	570	$ 12.00	$ 6,840.00	$ 12.00	$ 6,840.00	$ -	$ -
285-701	5" LIMEROCK BASE CURB PAD (BASE GROUP 1)	SY	190	$ 40.15	$ 7,628.50	$ 40.15	$ 7,628.50	$ -	$ -
285-712	7 1/2", Type B, 12.5, Course Mix AC (BASE GROUP 12)	SY	1,800	$ 78.85	$ 141,930.00	$ 78.85	$ 141,930.00	$ -	$ -
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	7,070	$ 3.80	$ 26,866.00	$ 3.80	$ 26,866.00	$ -	$ -
334-1-13	ASPH CONC, TRAFFIC C, SP-9.5 (OVERBUILD)	TN	115	$ 231.20	$ 26,588.00	$ 231.20	$ 26,588.00	$ -	$ -
334-1-13A	1" ASPH CONC, TRAFFIC C, SP-9.5 (FIRST LIFT WIDENING)	TN	90	$ 225.20	$ 20,268.00	$ 225.20	$ 20,268.00	$ -	$ -
334-1-13B	1" ASPH CONC, TRAFFIC C, SP-9.5 (FINAL LIFT WIDENING AND RESURFACING)	TN	475	$ 167.05	$ 79,348.75	$ 167.05	$ 79,348.75	$ -	$ -
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	685	$ 35.20	$ 24,112.00	$ 35.20	$ 24,112.00	$ -	$ -
	DRAINAGE								
425-2-71	MANHOLE, TYPE J-7, 8' DIA., <10' (DRAIN PUMP MANHOLE)	EA	1	$ 18,700.00	$ 18,700.00	$ 18,700.00	$ 18,700.00	$ -	$ -
na	DRAIN PUMP MANHOLE ACCESS HATCH (3'X4')	EA	1	$ 4,620.00	$ 4,620.00	$ 4,620.00	$ 4,620.00	$ -	$ -
425-2-71A	MANHOLE, TYPE J-7, 6' DIA., <10'	EA	1	$ 11,110.00	$ 11,110.00	$ -	$ -	$ 11,110.00	$ 11,110.00
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (1 PRB)	EA	2	$ 10,560.00	$ 21,120.00	$ 10,560.00	$ 21,120.00	$ -	$ -
425-1523A	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (2 PRB)	EA	3	$ 11,990.00	$ 35,970.00	$ 11,990.00	$ 35,970.00	$ -	$ -
430-175-124	DRAINAGE PIPE (24" CLASS III RCP)	LF	465	$ 132.00	$ 61,380.00	$ 132.00	$ 17,424.00	$ 333.00	$ 43,956.00
430-175-130	DRAINAGE PIPE (30" HDPE)	LF	8	$ 214.50	$ 1,716.00	$ -	$ -	$ 1,716.00	$ 1,716.00
443-70-4	EXFILTRATION TRENCH (24" CLASS III RCP, FILTER FABRIC, AGGREGATE)	LF	880	$ 258.50	$ 227,480.00	$ 258.50	$ 227,480.00	$ -	$ -
430-94-01	DESILT PIPE	LS	1	$ 7,700.00	$ 7,700.00	$ 3,850.00	$ 3,850.00	$ 3,850.00	$ 3,850.00
430-98-2123	MITERED END SECTION, 12" CD	EA	2	$ 4,180.00	$ 8,360.00	$ 4,180.00	$ 8,360.00	$ -	$ -
1050-16005	REMOVE EXISTING 30" RCP	LF	8	$ 93.50	$ 748.00	$ 93.50	$ 748.00	$ -	$ -
1050-31210	DRAINAGE PIPE (10" PVC)	LF	7	$ 110.00	$ 770.00	$ -	$ -	$ 110.00	$ 770.00
1050-31206	DRAINAGE PIPE (6" PVC)	LF	6	$ 88.00	$ 528.00	$ -	$ -	$ 88.00	$ 528.00
na	30" CONCRETE COLLAR	EA	1	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ -	$ -
na	CONNECT EXISTING 10" PVC TO PROPOSED 10" PVC	EA	1	$ 379.50	$ 379.50	$ -	$ -	$ 379.50	$ 379.50
na	CONNECT EXISTING 6" PVC TO PROPOSED 6" PVC	EA	1	$ 407.00	$ 407.00	$ -	$ -	$ 407.00	$ 407.00
1050-42218	18" HDPE (INCLUDES REMOVAL OF EXISTING 18" RCP AND INSTALL OF 18" CONC COLLAR)	LF	32	$ 330.00	$ 10,560.00	$ 330.00	$ 10,560.00	$ -	$ -
	SIGNING AND PAVEMENT MARKING								
700-1-50	SINGLE POST SIGN, RELOCATE, UP TO 12 SF	AS	1	$ 220.00	$ 220.00	$ 220.00	$ 220.00	$ -	$ -
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, WHITE/RED)	EA	35	$ 4.40	$ 154.00	$ 4.40	$ 154.00	$ -	$ -
706-1-4	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, AMBER/AMBER)	EA	210	$ 4.40	$ 924.00	$ 4.40	$ 924.00	$ -	$ -
711-15101	THERMOPLASTIC, STD, WHITE, SOLID, 6", FOR OPEN GRADED APSHALT SURFACES	LF	4,650	$ 1.65	$ 7,672.50	$ 1.65	$ 7,672.50	$ -	$ -
711-11124	THERMOPLASTIC, STD, WHITE, SOLID 18", FOR DIAGONALS AND CHEVRONS	LF	505	$ 3.30	$ 1,666.50	$ 3.30	$ 1,666.50	$ -	$ -
711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24", FOR STOP LINE AND CROSSWALK	LF	25	$ 4.40	$ 110.00	$ 4.40	$ 110.00	$ -	$ -
711-15201	THERMOPLASTIC, STD, YELLOW, SOLID, 6", FOR OPEN GRADED ASPHALT SURFACES	LF	5,970	$ 1.65	$ 9,850.50	$ 1.65	$ 9,850.50	$ -	$ -
711-11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18", FOR DIAGONALS AND CHEVRONS	LF	150	$ 3.30	$ 495.00	$ 3.30	$ 495.00	$ -	$ -
711-15131	THERMO, STD, WHITE, SKIP, 6", 10-30 SKIP, OR 3-9 LANE DROP, FOR OPEN GRADE ASPH SURF	LF	495	$ 1.65	$ 816.75	$ 1.65	$ 816.75	$ -	$ -
711-11241	THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDELINES/6-10 GAP EXTENSION, 6"	LF	145	$ 1.65	$ 239.25	$ 1.65	$ 239.25	$ -	$ -
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	$ 110.00	$ 220.00	$ 110.00	$ 220.00	$ -	$ -
711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	7	$ 110.00	$ 770.00	$ 110.00	$ 770.00	$ -	$ -
	LANDSCAPE								
570-2	BAHIA SOD	SY	10,740	$ 5.75	$ 61,755.00	$ 5.75	$ 49,491.62	$ 5.75	$ 12,263.38
580-1	FURNISH & INSTALL LANDSCAPE IMPROVEMENTS	LS	1	$ 72,380.00	$ 72,380.00	$ 72,380.00	$ 72,380.00	$ -	
580-2	WATERING (NO IRRIGATION)	LS	1	$ 104,390.00	$ 104,390.00	$ 104,390.00	$ 104,390.00	$ -	$ -
1000-1	CONTINGENCY	LS	1	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ -	$ -
			TOTAL		**$ 1,592,710.25**		**$ 1,480,029.37**		**$ 112,680.88**

INTERLOCAL AGREEMENT AMENDMENT BETWEEN THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND THE TOWN OF JUPITER FOR THE JOINT PROJECT PARTICIPATION IN THE JUPITER PARK DRIVE IMPROVEMENTS PROJECT

THIS AMENDMENT to the INTERLOCAL AGREEMENT, hereinafter referred to as the AMENDMENT, is made and entered into this _____ day of _____, 2026, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as "LRECD", and the TOWN OF JUPITER, hereinafter referred to as the "TOWN".

WITNESSETH:

WHEREAS the LRECD and TOWN entered into the INTERLOCAL AGREEMENT for the Joint Project Participation in the Jupiter Park Drive Improvements Project dated May 9, 2022, recorded May 27, 2022, in Official Record Book 33594, Pages 1283-1288 (herein the "Agreement").

WHEREAS the LRECD and TOWN are authorized to enter into this AMENDMENT to AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their power by enabling them to cooperate with other agencies on a basis of mutual advantage; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, TOWN and LRECD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

Paragraphs 3 & 4 of the Agreement are Amended and Restated as follows:

3. LRECD agrees to reimburse the TOWN for the LRECD WORK in an amount not to exceed One Hundred Twelve Thousand Six Hundred Eighty Dollars and Eighty-Eight Cents ($112,680.88) for those certain bid items associated with LRECD Work as are defined on the Attachment "A" bid summary for R&D Paving, consistent with the assignment or proportional split of those certain LRECD WORK bid items as were originally established in the AGREEMENT. At the conclusion of the Joint Project, should final as-built quantities / total costs for the LRECD Work change, the TOWN and LRECD agree to reconcile the final quantities / total costs LRECD is responsible for. LRECD shall have 30 days after receipt of the TOWN's reimbursement invoice to submit payment to the TOWN.

4. This AGREEMENT may be terminated in writing by either party if construction has not commenced by September 30, 2026, by the respective parties.

This AGREEMENT shall become effective upon its execution by the TOWN and LRECD.

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

THE TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by _____as its duly authorized representative this _____ day of _____, 2026.

BY: _____ ATTESTED BY: _____
Jim Kuretski, Mayor 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 _____, 2026, by, _____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.

[NOTARY SEAL]

_____
Signature of Notary Public, State of Florida

_____
Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICXT

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the LRECD, are hereby accepted on behalf of the LRECD by _____as its duly authorized representative this _____ day of _____, 2026.

ATTEST

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
Kris Dean, P.E.
Deputy Executive Director

By: _____
D. Albrey Arrington, Ph.D.
Executive Director

DISTRICT SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Curtis L. Shenkman, District Attorney

The foregoing instrument was acknowledged before me by means of ____ physical presence or ___ online notarization, this _____ day of _____, 2026, by _____, _____. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]

_____
Signature of Notary Public, State of Florida

_____
Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

CFN 20220232165
OR BK 33594 PG 1283
RECORDED 05/27/2022 10:19:21
Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1283-1288; (6Pgs)

NOT A CERTIFIED COPY

INTERLOCAL AGREEMENT BETWEEN THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND THE TOWN OF JUPITER FOR THE JOINT PROJECT PARTICIPATION IN THE JUPITER PARK DRIVE IMPROVEMENTS PROJECT

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this 9th day of May, 2022, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as "LRECD", and the TOWN OF JUPITER, hereinafter referred to as the "TOWN".

WITNESSETH:

WHEREAS, the LRECD and TOWN are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their power by enabling them to cooperate with other agencies on a basis of mutual advantage; and

WHEREAS, the TOWN has cause to prepare plans and specifications for the Jupiter Park Drive Improvements Project, herein referred to as the PROJECT; and

WHEREAS, the LRECD has requested the TOWN to include certain scope of work as part of the PROJECT, for or on behalf of LRECD, as further described in Paragraph 2 below, and hereinafter referred to as LRECD WORK; and

WHEREAS, the LRECD and TOWN declare that it is in the public's interest to incorporate the LRECD WORK into the scope of the PROJECT and under one contract, and

WHEREAS, the TOWN has received engineer's opinion of probable cost for the PROJECT, including the LRECD WORK, the lowest of which is herein referred to and included as Attachment "A";

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the TOWN and LRECD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

2. The TOWN agrees to perform the following as related to the LRECD WORK:

   A. The TOWN shall include the following described scope of work (hereinafter referred to as LRECD WORK) as shown on Calvin, Giordano & Associates, Inc. plans entitled Intersection Improvements Central Boulevard & Jupiter Park Drive as part of the project. Installation of one concrete structure at +/- Sta. 18+40. Connection of the existing 30" and 12" drainage pipes to the new structure at +/- Sta. 18+40. Connection of 24" HDPE drainage pipe to the structure at +/- Sta. 18+40. Installation of 24" HDPE drainage pipe from +/- Sta. 18+40 to +/- Sta. 21+80. Connection of 24" HDPE drainage pipe to a concrete structure at +/- Sta. 21+80.

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BOOK 33594 PAGE 1284
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NOT A CERTIFIED COPY

B. The TOWN shall advertise and award a construction contract for the PROJECT in accordance with the TOWN'S procurement procedures. LRECD shall provide consent of associated costs for LRECD WORK by execution of this AGREEMENT.

C. The Town shall ensure that any Changes to Attachment "A" of this document are approved by LRECD prior to execution of this Agreement by the TOWN. Approval of such changes shall not be unreasonably delayed or denied by LRECD.

3. LRECD agrees to reimburse the TOWN for the LRECD WORK in an amount not to exceed Ninety Two Thousand Five Hundred and Seventy Six Dollars and 28 Cents ($92,576.28) for items and quantities identified on the Engineers Opinion of Probable Cost, dated January 27, 2022 and as shown in Attachment "A" of this document. LRECD shall have 30 days after receipt of the TOWN's reimbursement invoice to submit payment to the TOWN.

4. The LRECD shall be responsible for any and all change order costs associated with the work Being performed on behalf of the LRECD. The TOWN shall obtain written approval from the LRECD in advance of any change orders issued related to any work being performed on behalf of the LRECD. The LRECD's approval of change orders shall not be unreasonably withheld.

5. The parties agree to budget sufficient funds for the PROJECT. However, once the construction contract has commenced, it shall be prosecuted to completion and the AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction project.

6. TOWN shall indemnify, defend, and hold harmless the LRECD against any actions, claims, or damages arising out of TOWN'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the LRECD for the LRECD'S negligent acts or omissions.

7. The LRECD shall indemnify, defend, and hold harmless the TOWN against any actions, claims, or damages arising out of LRECD'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the TOWN for the TOWN'S negligent acts or omissions.

8. NOTICES: All notices, requests, consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier/messenger service, or by registered/certified mail to the following addresses:

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BOOK 33594 PAGE 1285
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NOT A CERTIFIED COPY

As to TOWN: Town of Jupiter
Attn: Thomas Hernandez, P.E., Interim Director of Engineering, Parks, and Public Works
210 Military Trail
Jupiter, Florida 33458
Phone: 561-741-2680 Fax: 561-741-2515

As to LRECD: Loxahatchee River Environmental Control District
Attn: D. Albrey Arrington, Executive Director
2500 Jupiter Park Drive
Jupiter, Florida 33458
Phone: 561-747-5700 Fax: 561-747-9929

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

9. This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the AGREEMENT shall be held in Palm Beach County, Florida.

10. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

11. This AGREEMENT constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understandings or term of any kind as conditions of inducement to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner of the AGREEMENT.

12. In the event any terms or provisions of the AGREEMENT shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of the AGREEMENT.

13. This AGREEMENT shall become effective upon its execution by the TOWN and LRECD.

14. This AGREEMENT may be terminated in writing by either party if construction has not commenced within eighteen (18) months of execution of this AGREEMENT, by the respective parties.

15. SEVERABILITY

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NOT A CERTIFIED COPY

Should any part, term or provision of this AGREEMENT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

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

THE TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, 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 9th day of May, 2022.

BY: Jim Kuretski, Mayor
Jim Kuretski

ATTESTED BY: Laura Cahill
Laura Cahill, 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 9th day of May, 2022, 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.

[NOTARY SEAL]

STACEY RIVERA
Notary Public - State of Florida
Commission # GG 955459
My Comm. Expires Apr 7, 2024
Bonded through National Notary Assn.

Stacey Rivera
Signature of Notary Public, State of Florida

Stacey Rivera
Print, Type, or Stamp Name of Notary Public

My Commission Expires: 4/7/2024

CFN 20220232165
BOOK 33594 PAGE 1287
5 OF 6

NOT A CERTIFIED COPY

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the LRECD, are hereby accepted on behalf of the LRECD by Dr. Albrey Arrington as its duly authorized representative this 17th day of February, 2022.

ATTEST

By: _____
Kris Dean, P.E.
Deputy Executive Director

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
D. Albrey Arrington, Ph.D.
Executive Director

DISTRICT SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Curtis L. Shenkman, District Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 17th day of February, 2022, by Dr. Albrey Arrington, Executive Director. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]

SHEETAL PATEL
Notary Public - State of Florida
Commission # HH 073828
My Comm. Expires Dec 20, 2024
Bonded through National Notary Assn.

_____
Signature of Notary Public, State of Florida

Sheetal Patel
Print, Type, or Stamp Name of Notary Public

My Commission Expires: Dec 20 2024

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CFN 20220232165
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6 OF 6

NOT A CERTIFIED COPY

ENGINEER'S OPINON OF PROBABLE COST
INTERSECTION IMPROVEMENTS - CENTRAL BOULEVARD AND JUPITER PARK DRIVE
Date: January 27, 2022

		Town of Jupiter				Loxahatchee River Environmental Control District					
Pay Item Number*	Pay Item Description*	Estimated Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Total Quantity	Total Engineer's Cost
	ROADWAY AND GENERAL ITEMS										
101-1	MOBILIZATION AND DEMOBILIZATION	1.00	LS	$ 46,368.00	$ 46,368.00	1.00	LS	$ 4,032.00	$ 4,032.00	2.00	$ 50,400.00
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	$ 11,776.00	$ 11,776.00	1.00	LS	$ 1,024.00	$ 1,024.00	2.00	$ 12,800.00
104-1	SWPPP - PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLL	1.00	LS	$ 4,784.00	$ 4,784.00	1.00	LS	$ 416.00	$ 416.00	2.00	$ 5,200.00
110-1	CLEARING, GRUBBING & SITE DEMOLITION	1.00	LS	$ 29,451.79	$ 29,451.79	1.00	LS	$ 2,792.08	$ 2,792.08	2.00	$ 32,243.87
110-4-10	REMOVAL OF EXISTING CONCRETE	56.00	SY	$ 16.49	$ 923.44					56.00	$ 923.44
120-1	EXCAVATION AND EMBANKMENT	1.00	LS	$ 110,266.70	$ 110,266.70	1.00	LS	$ 9,588.42	$ 9,588.42	2.00	$ 119,855.12
160-4	12" COMPACTED SUBGRADE (TYPE B STABILIZATION)	1988.00	SY	$ 5.33	$ 10,596.04					1988.00	$ 10,596.04
285-712	7 1/2", Type B, 12.5, Course Mix AC (BASE GROUP 12)	1799.00	SY	$ 27.97	$ 50,318.03					1799.00	$ 50,318.03
285-701	4" LIMEROCK BASE CURB PAD (BASE GROUP 1)	190.00	SY	$ 14.65	$ 2,783.50					190.00	$ 2,783.50
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	6977.00	SY	$ 1.97	$ 13,744.69					6977.00	$ 13,744.69
334-1-13	ASPH CONC, TRAFFIC C, SP-9.5 (OVERBUILD)	113.00	TN	$ 103.90	$ 11,740.70					113.00	$ 11,740.70
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FIRST LIFT WIDENING)	89.00	TN	$ 103.90	$ 9,247.10					89.00	$ 9,247.10
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FINAL LIFT WIDENING AND RESURFACING)	472.00	TN	$ 103.90	$ 49,040.80					472.00	$ 49,040.80
522-2	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK (THICKENED EDGE)	51.00	SY	$ 60.00	$ 3,060.00					51.00	$ 3,060.00
527-2	DETECTABLE WARNING	21.00	SF	$ 27.89	$ 585.69					21.00	$ 585.69
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	685.00	LF	$ 21.79	$ 14,926.15					685.00	$ 14,926.15
NA	CONCRETE FLUME	2.00	EA	$ 800.00	$ 1,600.00					2.00	$ 1,600.00
160-4	4' STABILIZED SHOULDER (26" TYPE B STABILIZATION)	570.00	SY	$ 5.33	$ 3,038.10					570.00	$ 3,038.10
	DRAINAGE										
425-2-71	MANHOLE, TYPE J-7, 8' DIA., <10' (DRAIN PUMP MANHOLE)	1.00	EA	$ 12,617.09	$ 12,617.09					1.00	$ 12,617.09
425-2-71	MANHOLE, TYPE J-7, 6' DIA., <10'	0.00	EA	$ 10,117.09	$ -	1.00	EA	$ 10,117.09	$ 10,117.09	1.00	$ 10,117.09
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (1 PRB)	2.00	EA	$ 6,882.27	$ 13,764.54					2.00	$ 13,764.54
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (2 PRB)	3.00	EA	$ 7,382.27	$ 22,146.81					3.00	$ 22,146.81
425-10	YARD DRAIN (INCLUDES 4'-6" X 4'-6" CONCRETE APRON)	2.00	EA		$ -					2.00	$ -
443-70-4	EXFILTRATION TRENCH (24" CLASS III RCP, FILTER FABRIC, AGGREGATE)	879.00	LF	$ 150.48	$ 132,271.92					879.00	$ 132,271.92
430-175-124	DRAINAGE PIPE (24" CLASS III RCP)	124.00	LF	$ 101.89	$ 12,634.36	333.00	LF	$ 101.89	$ 33,929.37	457.00	$ 46,563.73
430-175-130	DRAINAGE PIPE (30" CLASS III RCP)					8.00	LF	$ 375.45	$ 3,003.60	8.00	$ 3,003.60
1050-31210	DRAINAGE PIPE (10" PVC)					7.00	LF	$ 163.14	$ 1,141.98	7.00	$ 1,141.98
1050-31206	DRAINAGE PIPE (6" PVC)					6.00	LF	$ 184.74	$ 1,108.44	6.00	$ 1,108.44
1050-42218	18" HDPE (INCLUDES REMOVAL OF EXISTING 18" RCP AND INSTALLATION OF 18" CONCRETE COLLAR)	10.00	LF	$ 75.00	$ 750.00					10.00	$ 750.00
430984121	MITERED END SECTION, 12" CD	4.00	EA	$ 1,461.09	$ 5,844.36					4.00	$ 5,844.36
430-94-01	DESILT PIPE					1.00	LS	$ 750.00	$ 750.00	1.00	$ 750.00
	SIGNING AND PAVEMENT MARKING										
700-1-50	SINGLE POST SIGN, RELOCATE, UP TO 12 SF	1.00	AS	$ 225.56	$ 225.56					1.00	$ 225.56
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, WHITE/RED)	31.00	EA	$ 3.40	$ 105.40					31.00	$ 105.40
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, AMBER/AMBER)	206.00	EA	$ 3.40	$ 700.40					206.00	$ 700.40
711-11124	THERMOPLASTIC, STD, WHITE, SOLID 18", FOR DIAGONALS AND CHEVRONS	504.00	LF	$ 2.35	$ 1,184.40					504.00	$ 1,184.40
711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24", FOR STOP LINE AND CROSSWALK	24.00	LF	$ 3.87	$ 92.88					24.00	$ 92.88
711-15201	THERMOPLASTIC, STD, OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	1.13	GM	$ 3,829.51	$ 4,327.35					1.13	$ 4,327.35
711-11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18", FOR DIAGONALS AND CHEVRONS	146.00	LF	$ 2.84	$ 414.64					146.00	$ 414.64
711-15131	THERMOPLASTIC, STD, OPEN GRADE ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SK	0.09	GM	$ 1,363.62	$ 126.82					0.09	$ 126.82
711-11241	THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDELINES/6-10 GAP EXTENSION, 6"	0.03	GM	$ 2,679.82	$ 72.36					0.03	$ 72.36
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2.00	EA	$ 125.41	$ 250.82					2.00	$ 250.82
711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	7.00	EA	$ 63.56	$ 444.92					7.00	$ 444.92
	LANDSCAPE										
570-2	BAHIA SOD	9418.04	SY	$ 2.27	$ 21,378.95	2199.00	SY	$ 2.27	$ 4,991.73	11617.04	$ 26,370.68
580-1-1	FURNISH & INSTALL TREES	1.00	LS	$ 20,200.00	$ 20,200.00					1.00	$ 20,200.00
580-1-2	FURNISH & INSTALL SHRUBS	1.00	LS	$ 14,000.00	$ 14,000.00					1.00	$ 14,000.00
580-1-3	FURNISH & INSTALL PLANTING AMENITIES	1.00	LS	$ 3,420.00	$ 3,420.00					1.00	$ 3,420.00
580-1-4	WATERING (NO IRRIGATION)	1.00	LS	$ 4,000.00	$ 4,000.00					1.00	$ 4,000.00
					$ 645,224.30				$ 72,894.71	Subtotal	$ 718,119.01
	CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) IN-HOUSE	1.00	LS	10%	$ 64,522.43	1.00	LS	10%	$ 7,289.47		
	POST DESIGN SERVICES	1.00	LS	2%	$ 12,904.49	1.00	LS	2%	$ 1,457.89		
	CONTINGENCY	1.00	LS	15%	$ 96,783.64	1.00	LS	15%	$ 10,934.21		
					$ 819,434.86				$ 92,576.28		**$ 912,011.14**

Total Construction Cost

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 10, 2026

Re: Procurement Review – Resolution 25-26 Loxahatchee River Environmental Control District (LRECD)- Interlocal Agreement (ILA)

Jupiter Park Drive Turn Lane

After reviewing the documents associated with Resolution 25-26 for an Interlocal Agreement (ILA) with the Loxahatchee River Environmental Control District (LRECD) for the Jupiter Pak Drive Turn Lane, I have found that the request meets all procurement requirements of Section 163.01, F.S. for Florida Interlocal Agreements.

This cooperative purchase complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
An Amendment to the Town Attorney Agreement

DATE	February 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas J. Baird, Town Attorney
SUBJECT	Resolution 40-26, Approving an Amendment to the Town Attorney Agreement.

EXECUTIVE SUMMARY

Jones Foster, P.A. (the Firm) is respectfully requesting an amendment to its Agreement with the Town for Town Attorney services. The amendment is only to the compensation Section (Section 4) of the Agreement pertaining to the administrative and litigation services provided by the Firm to the Town and the CRA.

The Agreement was last amended in 2023. Since then, the average hourly rates for attorneys in law firms in southeast Florida have increased, as have the costs for law firms doing business in this area of the state, particularly for litigation. The hourly rates for the legal services proposed by this amendment remain below the average market rates for multidisciplinary law firms in the southeast region of Florida and well below the rates charged by the Firm to its non-municipal clients, and other municipalities it represents as special counsel. This below market rate is in appreciation for and recognition of our long-standing relationship with the Town. The Firm respectfully requests the Council’s approval of the amendment.

ANALYSIS

The Town Attorney's Office is requesting approval of Resolution 40-26, for an Amendment to the Town Attorney Agreement. Should the Town Council approve this item, the Mayor will be authorized to execute the amendment on the Town's behalf.

STRATEGIC PRIORITY

● Organizational Excellence

ATTACHMENTS

1. Resolution 40-26
2. Amendment Town Attorney Agreement
3. Town Attorney Agreement

FUNDING SOURCE

*If a budget amendment is required in the future, it will be brought back before the Council for authorization.

For more information or copies of the attachments, please contact Thomas Baird at TBaird@jonesfoster.com or 561-650-8233.

RESOLUTION NO. 40-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE TOWN ATTORNEY AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Jupiter, Florida ("Town") is a and is given those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS Section 4 of the Town Attorney's Agreement establishes hourly compensation and will be amended to increase the hourly rates charged for general legal and litigation matters to the Town and the CRA; and

WHEREAS the Town and the CRA have benefited from a longstanding relationship with Attorney Thomas J. Baird and the law firm of Jones Foster, P.A (the Firm); and

WHEREAS the Town Council determines the hourly increase for legal services to be in the best interests of the Town and the CRA; and

NOW , THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AS FOLLOWS:

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

Section 2. The Town Council authorizes and directs the Mayor to execute Exhibit A, attached hereto and incorporated herein by reference.

Section 3. This resolution shall become effective immediately upon execution.

#7611333 v1 26503-00001

AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY FOR THE TOWN OF JUPITER, FLORIDA

THIS AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY, (the "Agreement") is dated this ___ day of February 2026, between the TOWN OF JUPITER, a municipal corporation of the State of Florida (hereinafter referred to as "the Town"), and JONES~~,~~ FOSTER P.A. (herein referred to as "the Firm").

SECTION 4 of this Agreement for Town Attorney is hereby amended as follows:

1. COMPENSATION. For those legal services rendered by the Firm as identified in paragraph 4 ~~above~~, the Town shall pay compensation based upon such hourly fees established herein below:

   (a) Attorneys shall be billed at no more than $~~400~~ 450/hour for general legal matters, depending upon their experience and the complexity of the assignment. Litigation matters shall be billed at an hourly rate depending upon the complexity of the litigation and the experience of the attorneys assigned to the litigation, not to exceed $500/hour. Paralegals shall be billed at such hourly fees established by the Firm.

   (b) Compensation for the Firm's participation in real estate transactions or bond proceedings shall be as is customary in such proceedings; and

   (c) The Firm agrees that attorneys shall not be entitled to compensation for routine telephone conferences with the mayor or members of the Town Council.

   (d) The Firm may charge an hourly fee which reflects a Firm attorney's usual and customary hourly fee for litigation where the Town, as a prevailing party, is entitled to an award of attorney fees. Provided however, in those cases of an award of attorney fees, if the Town is not awarded attorney fees, or the case is settled with both sides bearing their own attorney fees, the Town shall only be required to compensate the Firm at the litigation hourly fees established herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

ATTEST:

By: _____
Merriane Lahmeur, Town Clerk

TOWN OF JUPITER

By: _____
Jim Kuretski, Mayor

JONES FOSTER P.A.

By: _____
Scott G. Hawkins, Esquire, Chairman

#7546135 v2 26503-00001

THIRD AMENDMENT TO THE AGREEMENT BETWEEN JONES FOSTER P.A. AND THE TOWN OF JUPITER

This third amendment between the TOWN OF JUPITER, a municipal corporation of the State of Florida, hereinafter the "Town," and the law firm of JONES, FOSTER P.A., hereinafter the "Firm," is entered into this 19th day of December 2023.

1. TERM OF EMPLOYMENT. In accordance with Article V, Section 6 of the Town Charter, the Town has previously appointed and employed Thomas J. Baird of the Firm as its Town Attorney. The parties hereto agree to a term of three years, beginning and effective upon the execution of this third amendment. This term shall be automatically renewed unless the Town provides 120 days prior written notice of its intention to terminate the Firm for cause.

2. TERMINATION. The Town Council, by majority vote of its membership, may terminate this Agreement for cause so long as it provides the Firm 120 days advance written notice of its intention to do so and the grounds for the termination for cause. In the event the Town terminates this Agreement without cause prior to the expiration of the term or any renewals thereof, the Firm shall be entitled to be paid for the completion of any and all legal services which have been previously assigned to the Firm. In the even the Firm elects not to renew the Agreement or the Firm terminates the Agreement, the Firm shall provide the Town 120 days advance written notice.

3. DUTIES OF THE FIRM. The Firm shall render legal services to the Town as may be required, including, but not limited to:

   (a) Attendance at all regular or special meetings of the Town Council and Town Council Workshop meetings, attendance of the Town's Planning and Zoning Commission meetings, and Codes Enforcement Magistrate hearings; attendance at such other advisory boards, commissions, task forces, etc. as requested by the Town Manager or directed by the Town Council;

   (b) The preparation or review of all ordinances, resolutions and other official documents and legal instruments for legal form and sufficiency so as to carry out the Town's business and legislative affairs;

   (c) The research of legal questions presented for purposes of rendition of written or oral legal opinions. The Firm shall render legal advices and written or oral opinions to the Town Council, its Manager and departments at the Council's or Town Manager's request;

   (d) Services as Town Prosecutor;

(e) Such legal assistance as may be required for the proper legal functioning of the various departments of Town government consistent with the Town's Charter;

(f) The representation and/or management of all legal services, including but not limited to litigation involving the Town, as directed by the Town, including bond validation proceedings; and

(g) The Town Council or the Town Manager may identify specific work programs for the Town Attorney to work on during the term of this Agreement.

4. COMPENSATION. For those legal services rendered by the Firm as identified in paragraph 3 above, the Town shall pay compensation based upon such hourly fees established herein below:

(a) Attorneys shall be billed at no more than $400/hour, depending upon their experience and the complexity of the assignment. Litigation matters shall be billed at $450/hour. Paralegals shall be billed at such hourly fees established by the Firm.

(b) Compensation for the Firm's participation in real estate transactions or bond proceedings shall be as is customary in such proceedings; and

(c) The Firm agrees that attorneys shall not be entitled to compensation for routine telephone conferences with the Mayor or members of the Town Council.

(d) The Firm may charge an hourly fee which reflects a Firm attorney's usual and customary hourly fee for litigation where the Town, as a prevailing party is entitled to an award of attorney fees. Provided however, in those cases of an award of attorney's fees, if the Town is not awarded attorney fees, or the case is settled with both sides bearing their own attorney fees, the Town shall only be required to compensate the Firm at the hourly fees established herein.

5. EXPENSES.

(a) The Firm shall bear its own transportation expenses for travel incurred in carrying out the Town's legal affairs within Palm Beach County.

(b) The Town shall be responsible for authorized travel expenses outside of Palm Beach County, subject to the submission of invoices for travel expenses on behalf of the Town.

(c) The Town shall be responsible for reimbursing the Firm for out-of-pocket expenses, including, but not limited to, printing or copying, postage, court reporter services, filing fees, long distance telephone calls and electronic (Westlaw) legal research.

6. CONFLICTS.

(a) The Town recognizes and acknowledges that the Firm is engaged in a law firm business with a practice which involves several different legal disciplines and multiple clients. The Town recognizes and acknowledges that the Firm presently, or may in the future, represent clients including other governmental entities, provided there is no potential conflict of interest as defined by the rules regulating The Florida Bar.

(b) The Town agrees to identify any actual or perceived conflicts of interest it perceives the Firm to have and to review same with the Firm in advance of the Firm's undertaking or continuing the representation.

(c) The Firm hereby acknowledges and agrees to disclose any and all potential conflicts of interest as defined by the rules regulating The Florida Bar.

7. AMENDMENT. This Agreement shall only be amended in writing and upon execution by the parties.

8. ASSIGNMENT. This Agreement may be assigned upon the mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the date set forth above.

JONES, FOSTER P.A.

By: _____
Larry B. Alexander, Esq. President

(TOWN SEAL)

TOWN OF JUPITER

By: _____
Jim Kuretski, Mayor

ATTEST:

By: _____
for Laura Cahill, Town Clerk
by Stephanie Proffer
Deputy Town Clerk

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