



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JUNE 16, 2026
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

Mayor Jim Kuretski
Vice-Mayor Phyllis Choy
Councilor Ron Delaney
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.

PROCLAMATION

1. Waste & Recycling Worker Week, June 15 - 21, 2026.#

CITIZEN COMMENTS

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

MINUTES

2. June 2, 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

3. **Ordinance 11-26, Second Reading**, Approval to Amend Chapter 10 of the Town Code, Fire Prevention and Protection to Adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards.
4. **Issuance of Trespass Warning on Public Property**
 - A. **Ordinance 25-26, Second Reading**, Approval to Amend Chapter 11 of the Town Code, to Include Procedures for the Issuance of Trespass Warnings on Public Property.
 - B. **Ordinance 28-26, Second Reading**, Approval to Amend Chapter 8 of the Town Code, to Expand the Jurisdiction of the Special Magistrate to Include Trespass Appeals.

PUBLIC BUSINESS

5. Approving the Town Council First Budget Workshop Meeting, June 18, 2026, at 6:00 p.m.#
6. Approval of a Permit Fee Study for the Town's Building and Fire Rescue Departments and a Water Rate Study for the Town's Water Utility.
7. Approving the Purchase and Installation of Fire Station Alerting Hardware and Software in the amount of \$66,125.
8. Approving the Purchase of the Second Set of Personal Protective Equipment (PPE) from Bennett Fire Products Co., Inc. in the amount of \$472,125.
9. Approving a Purchase Order to Southern Sewer Equipment Sales, under the Sourcewell Cooperative Contract #080525-MNC, for a Minicam Camera Inspection System for an amount of \$122,043.
10. **Resolution 57-26**, Approving the Town of Jupiter 2026-2027 Community Development Block Grant (CDBG) Action Plan in the amount of \$327,086.
11. **Resolution 58-26**, Approving a Contract with All Webbs Enterprises, Inc. for RO-14 Wellhead Construction (W2011E) for an amount of \$1,861,100.
12. **Resolution 79-26**, Approving the Assignment and Assumption of an Existing Contract for Repair of Pumps and Electric Motors (W2414C) to MCE Tripp Electric Motors, LLC.

REGULAR AGENDA

PUBLIC HEARING

- 13. Resolution 61-26, Adopting the Non-Ad Valorem Assessment for Fire Rescue Services.**

ROUNDTABLE

- 14. Decorative and Aesthetic Element – A1A and Jupiter Beach Road Roundabout.**

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

July 7, 2026, 7pm - Town Council Chambers
July 21, 2026, 7pm - Town Council Chambers

NOTICE

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings
= no materials attached *revisions may occur*
www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting

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

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

Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2530 at least 48 hours in advance to request accommodations.



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JUNE 2, 2026**

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

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

PROCLAMATION

1. Code Compliance Officers' Appreciation Week.

Mayor Kuretski shared the Code Enforcement Department's data from the last month, which included 174 open cases, 114 cases completed, 167 illegal signs removed, 198 JupConnect requests addressed, and multiple magistrate hearings. He explained the magistrate process and the magistrate's role.

Mayor Kuretski presented the Code Compliance Officers' Appreciation Week Proclamation to Mr. Chris Ailes, Code Compliance Supervisor, and his team.

Mr. Ailes thanked the Council and his Staff, noting that they care deeply about the Town, enjoy serving the community, and are proud to support its residents.

PRESENTATION

2. Update on the Palm Beach County Library System.

Mr. Doug Crane, Director of the Palm Beach County (PBC) Library System, provided an update on the library system, including its vision and mission, Fiscal Year 2025 statistics, 18 branch locations, dedicated funding source, library cooperative, extensive collection of free materials, research assistance services, programs that foster a love of reading among children and teens, community outreach efforts, educational initiatives, Rediscover Reading Month, and information regarding the Jupiter, Palm Beach Gardens, and Tequesta library branches and contacts.

Mr. Crane also discussed the library system's budgeting and capital improvement program. He provided a brief overview of the library's funding sources, which included a voter expansion program completed in 2015. He explained that the Palm Beach County Board of County Commissioners (BCC) would soon be considering a proposal to place a bond referendum before voters in November to ask for funds for the expansion of the library system. The proposed bonds would finance the construction of a new main library and support majority of the planned renovation projects, including

the Jupiter branch.

Additionally, Mr. Crane discussed a proposed State Constitutional Amendment that would impact property tax revenues and its impact on the library system. He explained that, if approved, the library system would lose approximately one-third of its budget at that level, and it would limit the library system's ability to reserve ad valorem revenues for capital projects and could negatively affect service levels.

Mayor Kuretski shared results from a recent citizen survey, noting that the Jupiter Library was ranked third in state benchmarks based on resident feedback.

3. JFRD Update.

Fire Chief Darrel Donatto provided an update on operations personnel, apparatus, station readiness, and fire code adoption. He expressed his gratitude to all Town Staff, describing the process as a "master class in municipal teamwork." He noted that Staff had gone above and beyond to bring the Fire Department to this historic milestone.

Fire Chief Donatto introduced the 91 operational personnel and command staff. He recalled a conversation with Mr. Kitzerow in January 2024, during which he stated, "Our firefighters are coming. We do not know their names yet, but we know they will be here." He remarked that those firefighters are now in place, adding that the Town knows their names and faces and that they will forge a legacy of exceptional service that will make the community proud for decades to come.

Fire Chief Donatto noted that the new personnel bring a wealth of knowledge, experience, and dedication to public service. He explained that the next four months of training will be intentional and focused on preparing personnel to work together as cohesive teams while developing a unified operational culture that demonstrates what it means to serve the "Jupiter Way." He expressed pride in the team and stated that when the bell rings on October 1, the department will be ready. He also reported that the Jupiter Fire Rescue Department (JFRD) remains on schedule and within budget.

Mayor Kuretski stated that he was honored and delighted to welcome the personnel to the Town family. He expressed appreciation for having a unified public safety team consisting of both Fire and Police personnel. He noted that the Police Department had established a benchmark for excellence within the Town and that he expects the same high standard from the Fire Department. He stated that he could already see the teamwork among those standing in the back of the Council Chambers.

Vice-Mayor Choy asked how many engines and ambulances the Town would have in service and how many Staff members would be paramedics. Fire Chief Donatto responded that the Town will maintain three fire engines in service at all times, with a fourth engine available as a backup; one ladder truck; and three ambulances in service at all times, with a fourth ambulance available as a backup. He reported that the

department includes 33 firefighter-paramedics, three paramedic supervisors, and 22 firefighter-EMTs.

Councilor Sundstrom expressed her gratitude to Fire Chief Donatto and Town Staff. She stated that Staff make decision-making easy and that she has complete confidence in the Town's leadership and personnel. She congratulated the department on reaching this milestone.

Councilor Delaney commented that the recent ceremony was outstanding and noted that Mr. Kitzerow had confirmed attendance of approximately 600 people. He stated that it was wonderful to see Town Staff successfully bring the project to fruition.

4. Hometown Heroes.

Mr. Shawn Reed, Director of Community Relations and Public Information Officer (PIO), presented the Town's first Hometown Heroes Award to Dr. Jonathan Virkler. He provided an overview of the program and selection process, and described Dr. Virkler's many contributions, including Dr. Virkler's service as an emergency physician at Jupiter Medical Center, his mentorship of high school and college students, speaking to the students in the Medical Academy at Jupiter High School, his volunteer work with the Spirit of Jupiter Marching Band, and his service teaching preschool on Sundays at his church.

Mr. Reed presented Dr. Virkler with a picture of the Jupiter Inlet Lighthouse and a certificate recognizing his contributions. He also announced that Dr. Virkler would be featured on the Town's website and social media channels.

Dr. Virkler thanked the Council for their recognition and expressed appreciation for their leadership. He also thanked his family for their support, as well as his parents and the staff at Jupiter Medical Center.

CITIZEN COMMENTS

Mr. Douglas Crane, a resident of West Community Drive, spoke regarding traffic concerns in the Abacoa area, particularly along Indian Creek Parkway, a County road. He stated that he had requested the installation of lighting from the County and was told that it was their policy not to provide lighting on a County road in a municipality. He requested the Town speak to the County.

Mayor Kuretski stated that he does not normally respond to public comments; however, he thanked Mr. Crane for raising the issue and indicated that he would follow up with the appropriate parties and advocate on the matter.

Ms. Elizabeth Dashiell, a resident of Maplecrest Court, spoke about Shakespeare by the Sea. She said she feels blessed to call Jupiter home and expressed her gratitude to the community.

Ms. Carol Watson, a resident of Chasewood Drive, spoke about the Town of Jupiter's Memorial Day Service, noting that it was the best she had ever attended. She also commented on how nice the new Town Hall and Police Department are. Ms. Watson recalled the Council meeting at which the decision was made to establish the Town's own Fire Department and commended the Council for its courage, recognizing the challenges and criticism they knew they would face.

Mr. Craig Mowrey, a resident of Blanca Isle Lane, spoke regarding the JFRD swearing-in ceremony and commended Town Staff for organizing the event. He expressed support for the non-ad valorem fire assessment, noting that he considered it equitable for residents to be assessed based on property size rather than a flat fee. He also stated that it provides an alternative funding mechanism should something happen with property taxes. While acknowledging that the system is not perfect, he noted that the NAV letter has had unintended consequences and suggested that the letter should have also stated that the assessment would fund only parts of services.

Mr. Eric Weitze, a resident of Ocean Grande, spoke regarding the JFRD ceremony and stated that he thoroughly enjoyed it. He thanked the Town Council and all the Staff for their efforts.

MINUTES

5. May 19, 2026, Town Council Special Meeting Minutes and May 19, 2026, Town Council Meeting Minutes.

Councilor Delaney moved to approve the May 19, 2026, Town Council Special Meeting Minutes and the May 19, 2026, Town Council Meeting Minutes; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

CONSENT AGENDA

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Councilor Guisinger moved to approve the Consent Agenda; seconded by Vice-Mayor Choy; motion passed.

Kuretski
Yes

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

PUBLIC HEARING

6. **Ordinance 11-26, First Reading**, Approval to Amend Chapter 10 of the Town Code, Fire Prevention and Protection to adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards. (Second Reading 6/16/26)

Title for Ordinance 11-26 was read by Mr. Baird.

7. Issuance of Trespass Warnings on Public Property

- A. Ordinance 25-26, First Reading.** Approval to Amend Chapter 11 of the Town Code, to Include Procedures for the Issuance of Trespass Warnings on Public Property. (Second Reading 6/16/26)

Title for Ordinance 25-26 was read by Mr. Baird.

- B. Ordinance 28-26, First Reading.** Approval to Amend Chapter 8 of the Town Code, to Expand the Jurisdiction of the Special Magistrate to Include Trespass Appeals. (Second Reading 6/16/26)

Title for Ordinance 28-26 was read by Mr. Baird.

PUBLIC BUSINESS

- 8.** Approval of Work Order No. 7 to Fierce Construction LLC (Contract EPW 2025-34D) for the A1A Irrigation Well Replacement Project in the amount of \$84,036.
- 9. Resolution 55-26.** Approving an Agreement with Creative Contracting Group for the Purchase and Installation of Playground Equipment at Daily Park in the amount of \$760,095.
- 10. Resolution 64-26.** Approving an Interlocal Agreement with the Loxahatchee River District for Nanofiltration By-Product Water.

REGULAR AGENDA

PUBLIC HEARING

- 11. Resolution 11-26.** *Quasi-Judicial*, Bayside Office Building - Site Plan application for a four story office building and shared access drive with an adjacent Town owned property, on a .53± acre property, located at 1001 North Alternate A1A.

Ex Parte Communications:

- Councilor Sundstrom met with the Applicant to discuss the project details and visited the site.
- Councilor Guisinger met with the Applicant and Staff and visited by the site.
- Councilor Delaney met with Mr. George Missimer and visited the site.

The Town Clerk swore in four individuals.

Mr. Missimer, representing Coteleur & Hearing and the Applicant, provided a brief presentation on the site plan request. The presentation included the property's location, zoning designation, future land use, C-2 Land Development Regulations, proposed shared access, sustainability and resiliency features, landscape plan, traffic, site history, certificate to dig, consistency, setbacks, lot coverage, building height and context, mass, and conditions of approval.

Mr. Thatcher Hart, Principal Planner, provided the Staff presentation which included compatibility, the proposed conditions in the resolution, and the shared access driveway. He noted that the proposed project satisfies standard zoning requirements for that district. He also explained that the Planning and Zoning Commission had

recommended approval with the condition that the Applicant meet with Town Staff prior to appearing before the Town Council to discuss the architectural components of the application. Mr. Hart stated that if the Council found the proposal was not compatible, the Town Code provides them with the authority to ensure compatibility.

Councilor Guisinger asked whether there were any safety concerns regarding the stair landings that were projected outward. Mr. Missimer stated that they did not present a safety issue and confirmed that railings would be installed. He explained that the projections were partly functional for the stair design and served as a design element, noting that they were consistent with the overall architectural design.

Councilor Guisinger noted that the landscape plan appeared to show only large trees on the south side of the building and asked whether there was a reason for that. Mr. Missimer responded that the landscape design was developed in conjunction with the design of the building and that he would be happy to add landscaping with additional height on the other side. Councilor Guisinger stated that he would like to see some trees planted on the north side with height.

Councilor Guisinger next asked Staff what the Town's plan was for the commercial property located just to the north, between the property being developed and Sawfish Bay. Mr. Hart stated that there had been plans in the past, but none had been solidified. Councilor Guisinger stated that he had visited the site and asked whether there were any plans for a facelift. Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning, responded that there are currently no plans. She explained that the property is currently leased to a dive shop. Staff would like to return to Council later to discuss incorporating the site into Sawfish Bay Park so that the area can be developed in a more cohesive manner. Councilor Guisinger stated that the parcel was an eyesore and needed to be addressed. Ms. Thoburn explained that Staff were maintaining the ficus tree because it is one of the Town's signature trees. Councilor Guisinger requested that Staff consider future next steps for the parcel.

Councilor Sundstrom asked the Applicant to explain the rationale for locating the stairwell on the northern end of the building closest to the park. Mr. Missimer stated that the stairwell needed to be located on the western portion of the building near the elevator and that the design team wanted to avoid placing it on the waterfront side. He explained that several factors influenced this design decision. While the stairwell could potentially be located elsewhere, doing so would create numerous site disruptions, including impacts to access and ADA compliance. He noted that the proposed location results in the least amount of impact on the overall project. Councilor Sundstrom also inquired about the stone accents, and Mr. Missimer confirmed that based on a request from Staff stone accents were added to anchor the building on the ground level.

Councilor Delaney asked about the reason behind the change in the roofline. Mr. Missimer explained that the design on the left was a preliminary alternative, while the design on the right was a more formal proposal that considered the bathroom layout and other building elements.

Councilor Delaney also asked about the narrowing of the window design. Mr. Missimer stated that the vertical awning and windows would remain the same width. Councilor Delaney next inquired about future plans for the dock. Mr. Missimer noted that the dock would be for the private use of the building owner/operator.

Vice-Mayor Choy disclosed that she had received the design several months earlier and that all her questions had been answered. She remarked that the building looked impressive.

Mayor Kuretski opened the Item up for Public Comment.

Ms. Mary-Therese Delate, speaking on behalf of the Loxahatchee Guild, addressed concerns related to the Aicher House and Train Depot as well as Sawfish Bay Park, noting their archaeological and historical significance as part of the archaeological site known as the Harborview Prehistoric Shell Midden. She emphasized that the proposed project exceeds what is allowed by the Comprehensive Plan by more than one-third and therefore was not consistent with the surrounding area. Additionally, she pointed out that the triangular parking area requires upgrades to meet current needs and standards.

Mr. Missimer provided brief closing arguments and reiterated that no waivers or variances were requested as part of the application, that all code requirements were met, and he provided additional details on the compatibility of the surrounding area, including inconsistencies.

Mayor Kuretski expressed his appreciation to Staff for their work and for providing Council guidance on their authority. He stated that he supported the shared access drive but that he did not find the site plan with the building height, scale and mass to be compatible and/or consistent with the established character of the area. He explained that he was okay with the second and third floor office areas that had expansive balcony amenities, but could not support the huge rooftop accessory use, because he felt it created building mass and height that felt out of character for the area. He also noted that he would never be supportive of it being approved for a special event permit. He also described additional aspects of the proposed plan, such as the coloring, the open space, and why he was going to oppose the project.

Councilor Delaney explained that the underground parking allows for the added height, which would still be below what the code permits. He explained that the building looked soft and acknowledged that it was taller than the other buildings in the area, but there was also not much consistency in the area. He stated that he thought the request was an upgrade from what was there.

Councilor Sundstrom stated that the area was prone to flooding, and she respected the resilience focus of the project. She also explained that she did not want to see intensity in the corridor. Councilor Sundstrom expressed gratitude to Staff for their work and for capturing the Council intent for the corridor. She stated she was generally supportive but was frustrated with the view. She reiterated that she did not want to

see a lot of intensity in the area or a lot of traffic. She expressed pleasure with the less intense use and that the dock would be a private one and not used for commercial purposes.

Councilor Sundstrom next commented on the Town's adjacent parcel, noting that she was glad to hear the feedback. She stated that perhaps the property could be improved to be a more formal parking area. She also commented that she agreed with Councilor Guisinger's request for additional landscaping.

Councilor Delaney asked for confirmation that the only reason the site plan was before them was due to the shared access drive, otherwise the changes could have been made administratively. Mayor Kuretski noted that he was going with what was within the Council's authority.

Councilor Choy stated she appreciated the fact that resilience was a consideration. She noted that flooding and traffic were items she considered, and felt the project was refreshing. She also expressed a desire to see the Town parcel upgraded.

Councilor Sundstrom asked Staff for clarification on the rooftop and the proposed restrictions. She stated that she did not want to hear loud music or see large events on the rooftop. Mr. Hart explained the intent behind the condition was to ensure that anything other than normal office events on the deck would require the owner to come back to the Town for approval and possibly a special event permit. Mr. John Sickler, Planning and Zoning Director, stated that the applicant was bound by their statement of use and the conditions that are a part of the resolution. He explained the proposed condition language and the language in the statement of use, which would require a special event permit for anything other than normal office gatherings.

Mr. Thomas Baird, Town Attorney, inquired if a special event was allowed on an accessory use. Mr. Sickler stated that on a commercial property someone could seek a special event permit. There was discussion about the rooftop use and its size. Mayor Kuretski stated he thought the language would invite misuse, and he thought it was not compatible with the surrounding area.

Councilor Sundstrom asked the Applicant to respond. Mr. Missimer explained that the condition and provision in the statement of use were added to ensure that the owner in the future would not put in a bar or restaurant on the rooftop that would add additional parking requirements to the site that the site could not accommodate. He stated the rooftop was meant to be a benefit for the employees and was not intended for any other use.

Mr. Baird asked what the normal impact of the rooftop was considered, since the condition was contingent upon exceeding normal impacts. Mr. Missimer explained that it was a catchall, and it was meant to be for everyday employee use, and the condition was there for caution.

Councilor Sundstrom inquired with Staff what steps needed to be taken or what tools did the Council have to ensure major events do not take place. Mr. Sickler explained that Council could prohibit special event permits at that location and explained the special event permit process and what steps would need to be taken.

Councilor Guisinger expressed his appreciation for the work that went into the project and the compromised reached between the Staff and the Applicant. He expressed his pleasure with the product, including the openness and the elevation above ground. He also noted that there was no consistency along A1A, and that the proposed project was a significant improvement.

There was a discussion on possible amendments, including adding restrictions or prohibiting special event permits, and requiring additional landscaping on the north side.

Councilor Delaney moved to approve Resolution 11-26 as amended, to remove special permit events and add landscaping on the north side; seconded by Councilor Sundstrom; motion passed.

Kuretski
No

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY

- Palm Beach County Fire Rescue – Mr. Baird reported that he had previously sent a letter to the Assistant County Attorney of Fire Rescue regarding the return of the possession of Station 16 in Abacoa and the deed that was given to the County. He explained there were two conditions for the reversion of the land to the Town, one was that the County ceases fire rescues services to the Town, which they will do on September 30, 2026, and the second was payment to the County of all unamortized costs of the improvements to Station 16. The County and Town have already come to an agreement on the costs. He further explained the process he proposed to the Assistant County Attorney for a quick claim deed returning possession and the placement of funds into escrow, with both being released on October 1.

Mr. Baird stated that the County's Assistant Director of Facilities Development and Operations, Eric McClellan, had responded to his correspondence to the Assistant County Attorney, and he provided an overview of the response, noting that the correspondence was not clearly written. He stated that communication was consistent from what he has seen from the County regarding fire and their efforts to complicate what should be a seamless transition of public safety in the Town. He further reported that he would draft a response to the correspondence for clarification and to refute some of the comments from Mr. McClellan.

Mayor Kuretski expressed appreciation for the update. He commented that the County seems to continue to be extremely unreasonable. He also expressed

concern that if the County waited until mid-September to act, the timing could be impacted by a hurricane. He was disappointed with their lack of cooperation on public safety.

Councilor Sundstrom noted that often the County Commission did not know what was occurring with the Fire Department and recommended that everyone should try to reach out.

- JFRD – Mr. Baird commented that the Town now has a first-class operation that would complement the Police. He shared a discussion he had with one of his partners, Mr. Travis Foels, regarding the tangible results that could be seen from the law firm's work. He noted that Mr. Foels had handled the litigation that had been brought by the County Fire Union and expressed his pleasure with Mr. Foels' work.

TOWN MANAGER

- Palm Beach County Fire Rescue – Mr. Kitzerow stated that he agreed with Mr. Baird's comments regarding the County and the County Fire Department. He expressed his displeasure about all of the workarounds the Town has had to go through. He explained that the Town has a plan and is in great shape and will be able to respond, efficiently, effectively and will set the benchmark for excellence the moment the Town has the authority to do so. He stated the plan would not be compromised.
- Town Attorney – Mr. Kitzerow expressed his gratitude for all that Mr. Baird and his team has done for the creation of the Fire Department.
- Community Relations - Mr. Kitzerow expressed his gratitude to the Community Relations team for the swearing-in ceremony and noted how great the event was.
- Sawfish Bay Park – Mr. Kitzerow stated that Staff would look into the cleaning up the parking area.
- Jupiter Police Department (JPD) – Mr. Kitzerow reported that JPD had removed another derelict vessel, the second love, from Jupiter's waterways. Since 2024, despite the difficult process, 21 derelict vessels have been removed from Jupiter's waterways.
- Ficus tree at Cinquez park - Mr. Kitzerow reported that the tree has been a priority from the beginning and the tree has been monitored by the Town's Arborist as well as a Certified Arborist. He stated that pruning only occurs for the health of the tree, and the tree continues to thrive and will continue to be a major part of Cinquez Park.
- Town Events - Mr. Kitzerow announced the following Town events:
 - Wednesday, June 3, at 10:00 a.m. – The Town will host the station uncoupling and push-in ceremonies for JFRD Station #10, located at Piatt Place.

- Thursday, June 4, at 10:00 a.m. - The Town will host the station uncoupling and push-in ceremonies for JFRD Station #12, located adjacent to Cinquez Park.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

- Jupiter Fire Rescue Swearing-In Ceremony –

Vice-Mayor Choy explained her role in the decision to say yes to the Jupiter Fire Department, which was during her campaign when she met with the Fire Chief and the Chief of Police. She explained that she fully believes that Fire Rescue and the Police will be the best things ever in 101 years in Jupiter. She noted that the event was beyond the “wow” factor and she was moved by the ceremony.

Council Delaney noted how incredible the ceremony was, and that it was the finest event the Town has hosted. He expressed appreciation to Mr. Shawn Reed, Director of Community Relations, and his entire team. Councilor Delaney also expressed gratitude to the Town Attorney, noting the Town would not have made it as far without the Town Attorney and his firm. Councilor Delaney also expressed his frustration with the County.

Councilor Sundstrom stated that she was too happy to be frustrated. She expressed appreciation for Mr. Kitserow and all the Staff. She briefly explained the various stages of the process in creating Jupiter Fire Rescue up to this point, including the information stage, making the decision, and communication. She also expressed gratitude to the Town Attorney and his firm for their work, including the litigation.

Councilor Guisinger stated that the swearing-in ceremony and the Memorial Day event were two superb events that took a lot of effort by Staff. He commented that he was proud to be a Jupiter resident and to serve on the Council. He expressed appreciation to Mr. Kitserow, Staff, Mr. Baird and his Council colleagues for what has occurred over the last three years to make Jupiter Fire a reality.

Mayor Kuretski expressed appreciation to Mr. Baird for bringing his two partners to the event. He explained his prior experience working with attorneys during his career and noted that attorneys rarely get feedback to know the difference they make.

Mayor Kuretski discussed Navy Bob’s leadership session and noted that one of three teams would be working out of a temporary station, which would be far less than the accommodation that the Town wants and the benchmark the Town has. He explained that a lot of renovations were needed on the station, but that it was not unexpected that renovations had not taken place in all these years. He explained that he had no doubt that they would be able to serve, but that it was a disadvantaged living arrangement. He stated the Council needed to appeal to the County Commission.

In closing, Mr. Kuretski explained that as Mayor, when he is giving remarks, he is very careful about using “I” versus “we.” He stated that when he refers to “we” he

is often referring to the five Councilors, the Town Manager, and the entire team. He noted how incredible the team was, and the level of teamwork that has been inspiring and unprecedented in government. He attributed a lot of what has occurred to the Town Manager and his leadership, including providing studies, analysis, preliminary planning efforts, and professional opinions, which allowed the Council to make the decision. Mayor Kuretski expressed gratitude to every single Staff member.

- Town Manager Performance Evaluation and Compensation –

Mr. Kitzerow departed from the dais and Mr. Roger Held, Senior Director of Community Development, joined at 9:19 p.m.

Mayor Kuretski explained that they would first discuss the performance critique of the Town Manager, and then compensation for his work for the past year.

Vice-Mayor Choy explained that during her performance review she gave a lot of consideration to the creation of Jupiter Fire Rescue. She noted that Mr. Kitzerow has overseen a tremendous number of staff, capital projects, budgets, emergency management, and negotiating the PBA contract for the police. She stated that he leads with skill, diligence and a huge heart. She expressed a desire to address all that he has done during the compensation discussion, noting that what has been accomplished took an extraordinary individual who has skills beyond what may have been required for a Town Manager in other municipalities.

Councilor Delaney discussed his comments about Mr. Kitzerow's performance, such as the recent hiring of Department heads that have paid immediate dividends, effectively reorganizing, and effectively improving Town Staff morale with awards and recognition. He described Mr. Kitzerow's teaching and mentoring skills, his effective organization of projects, agendas and time-sensitive adventures, including brilliantly organizing and executing JFRD in less than three years. He further explained that Mr. Kitzerow had met and exceeded all his expectations.

Mayor Kuretski stated that he had really high expectations, and that Mr. Kitzerow had exceeded every single reasonable expectation that he had for Jupiter Fire Rescue. He briefly discussed construction timelines, budget, and the October 1 deadline. He expressed his gratitude for the leadership and the entire team effort.

Councilor Sundstrom discussed several items apart from JFRD for the year, such as the PBA negotiation being excellent, the 100-year anniversary coordination, and Leadership Jupiter. She commented on how accessible he was. She stated items such as strategic planning, project management, and creative problem solving were some of the things that stood out to her. She expressed appreciation for his strategic planning to the budget more closely, communications, personnel, project management and fiscal discipline.

Councilor Guisinger acknowledged Mr. Kitzerow's achievements such as JFRD, the PBA contract and Suni Sands. He stated there were many things that Mr. Kitzerow could be credited for from a leadership standpoint, such as being

proactive, being liked by Staff and proactively looking for opportunities to develop them. Councilor Guisinger explained that he had six different categories that he ranked Mr. Kitzerow on, and for five out of the six he gave him an "Exceeded Expectation." He stated that he thought very highly of Mr. Kitzerow, and he thought he was the right person for the job at this time.

Mayor Kuretski next addressed compensation. He stated that he felt that they should give Mr. Kitzerow an adjustment to his base salary, as well as a one-time bonus.

Councilor Sundstrom agreed that Mr. Kitzerow should be given a bonus. She provided historical information on his base salary, noting that in May of 2025, Mr. Kitzerow was given one of the largest structural changes with his new contract. She explained that the bonuses only speak to the year, and that it has been a big year, and she wanted to put emphasis on the bonus. For the base salary, she wanted to look at the budget and what was done for Staff.

Councilor Guisinger agreed and thought the emphasis should be on the bonus but stated he was not opposed to a base adjustment as well, with all the accomplishments within the last year.

Mayor Kuretski explained that in the fiscal year 2026 budget they decided on the five percent adjustment for Staff based on performance. He proposed a five percent salary adjustment, and a bonus, as opposed to just a bonus. Vice-Mayor Choy stated she thought five percent was very appropriate.

There was a brief discussion on the prior history of the bonuses provided. It was determined that there was a consensus on the five percent to the base salary.

Councilor Guisinger stated that he would be okay with a \$35,000 bonus, and Council Sundstrom stated that she agreed with that as well.

Mayor Kuretski provided historical information on the bonus two years ago and he stated that he agreed that at the very least it should be \$35,000 but that he thought it should be more than that. Councilor Delaney expressed his agreement with that as well. Vice-Mayor Choy stated she was comfortable with five percent and a \$50,000 bonus.

Councilor Sundstrom expressed caution about the direction in the future. There was continued discussion about the bonus amount, and salary data from surrounding municipalities.

Mayor Kuretski explained that a bonus was one-time, and he was not concerned about the message that was being sent, because he felt it was time to reward Mr. Kitzerow. There was continued discussion about the significance of starting JFRD, Mr. Kitzerow's leadership and temperament, and the impact of implementing JFRD on Mr. Kitzrow. It was determined that there was a consensus on the five percent and \$50,000 bonus.

Councilor Delaney moved to approve a five percent increase and \$50,000 bonus for the Town Manager; seconded by Vice-Mayor Choy; motion passed.

Kuretski
Yes

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

COUNCILOR SUNDSTROM:

- State Appropriation Requests – Councilor Sundstrom explained that the Council had received eight draft letters earlier in the day that were drafted for each of the appropriation requests, which were still in the State budget. She expressed appreciation for the Town’s Lobbyist and the efforts that have gone into these requests. Councilor Sundstrom stated that letters of support were being sent from others, and that these letters of support had been drafted to come from the Council. She asked for consensus on the letters to be sent in support. She stated that this was something the Town had never done before, but that she was thrilled with the Lobbyist who understood the process and could not say enough good things about them.

Mayor Kuretski stated he had two comments, one was on the wording of the letters, expressing his desire to see the language that the letters start with modified from “I” to “we.” It was decided that the language should be modified to “on behalf of the Council.” Mayor Kuretski next stated that he would like the Athletic Field letter to note that 50% of the participants using these facilities reside outside of Jupiter and therefore contribute no property taxes to the field maintenance and upgrades. It was decided that language to reflect 50% would be added.

- Property Tax Update – Councilor Sundstrom reported that the Florida Legislature approved Governor DeSantis’ property tax relief proposal. She stated that the measure could increase the State’s homestead exemption from \$50,000 to \$150,000 in 2027, up to \$250,000 by 2028. She explained that it was recently released, but that there would be more conversations during the budget process to understand how it would impact Jupiter.
- NAV Fire Assessment – Councilor Sundstrom expressed frustration with the communication around the Non-Ad Valorem Fire Assessment, and that she thought communication needed to improve. She stated that a lot of good news was getting confused, and many residents were concerned that the Assessment was an additional fee.

Councilor Sundstrom explained her discussion with Mr. Scott Reynolds, Chief Financial Officer, and that she wished to see a simplified explanation noting that the assessment was a replacement and that there would be huge savings. She also expressed a desire to make sure that everyone understands what the assessment is and the good news because of Jupiter Fire Rescue. She also would like to see clear communication and quickly, so that residents do not come to the

next meeting still confused. Vice-Mayor Choy stated that she agreed with Councilor Sundstrom.

Mayor Kuretski explained that how the community has reacted to the notification has varied. He recognized that it was a complicated subject. He further explained that he had obtained from Mr. Reynolds the line-item property data, and that he has confirmed that what he considers to be an unfair disparity is widespread. He stated that residential properties have garages, porches, and balcony spaces included, while townhomes and condos do not, and he described the various townhome communities. He reiterated that he did not agree with the way the assessment was done and thinks that is not fair.

Councilor Sundstrom stated that the argument could be made either way, and that ultimately it was in the margins. She explained that much of the rate will be non-ad valorem, which offers resilience, covers debt, and provides financial stability.

Councilor Delaney commented that a line-item was coming off from Palm Beach County Fire and going away, and a cheaper Jupiter Fire price was going to be added, in addition to a small piece of ad valorem that would be increased.

Councilor Delaney noted that when the disparity issue is brought up, it causes confusion. Mayor Kuretski responded that someone could say they think it was fair and someone could say they think it was not fair, but that it would not cause confusion. Councilor Delaney explained that it was not fair for someone with a 2,000 square foot home to pay the same amount as a celebrity with a 10,000 square foot waterfront home. He further explained that it would provide the Town with flexibility in the future.

Mayor Kuretski stated that the Town could choose to come back next year and do the non-ad valorem, if they decided not to do it this year. There was continued discussion on the process, the confusion, and the fairness of different methods.

Councilor Sundstrom stated that the Council needed to be aligned and more proactive. She advocated for more communication given the external environment. She commented that they could do a town hall, listening sessions, or meet with HOAs in order to get the message out around financing JFRD because there is a lot of confusion. She encouraged the Council not to add to the confusion and to try to come around to something that would help the residents digest the changes that were occurring.

ADJOURNMENT – 10:21 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Approval to Amend Chapter 10 of the Town Code, Fire Prevention and Protection



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	<u>Ordinance 11-26, Second Reading,</u> Approval to Amend Chapter 10 of the Town Code, Fire Prevention and Protection, to Adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards.

EXECUTIVE SUMMARY

Town staff requests approval of Ordinance 11-26 to amend Chapter 10 of the Town Code, adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards as the Town's official fire safety regulations, and repeal prior enforcement authority delegated to Palm Beach County Fire Rescue. This ordinance establishes an effective enforcement date of October 1, 2026, concurrent with the Jupiter Fire Rescue Department's commencement of operations.

On October 1, 2026, Jupiter Fire Rescue will assume responsibility for fire prevention services. To support this transition, the Town is adopting the statewide Florida Fire Prevention Code, with one additional requirement: the use of the Click-to-Enter (C2E) system, a secure electronic access system that enables emergency responders to quickly open gates in gated or restricted properties during emergencies.

This ordinance will streamline the permitting process by eliminating more than 60 pages of county-specific amendments currently enforced by Palm Beach County. Palm Beach County's fire code requires fire sprinklers in most buildings larger than 2,500 sq ft., prescriptive roadway dimensions, specific hydrant placement standards, and strict separation-wall requirements. The State code adopted by the Town takes a risk-based and performance-based approach, with requirements that align with the occupancy and use of the building. This approach provides flexibility based on project conditions and allows for project-specific solutions.

To ensure a smooth transition, the Town will conduct a comprehensive communications campaign throughout the summer. Outreach efforts will include:

- Dedicated updates on the Town website
- Direct outreach to local contractors
- Targeted social media messaging
- Guidance provided by Building Department personnel

Beginning September 1, the Town of Jupiter's building staff will proactively identify active permit applicants who may benefit from the new, streamlined code. Jupiter Fire Rescue will contact these applicants to:

- Review the potential impacts of the new code.
- Explain their transition options clearly.

- Allow them to choose whether to continue under the current county fire code before October 1 or wait until the Town's new code takes effect on October 1.

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

ANALYSIS

Currently, Palm Beach County Fire Rescue (PBCFR) conducts all fire protection plan reviews and fire inspections within the Town of Jupiter. Effective October 1, 2026, the Jupiter Fire Rescue Department will assume full responsibility for these services.

To ensure a seamless transition and continuity of life-safety operations, Staff proposed adoption of the statewide Florida Fire Prevention Code. Approval of Ordinance 11-26 provides the Town's Fire Marshal with the essential legal authority to administer and enforce this standard.

Based on current development activity and comparable jurisdictional data, the Fire Marshal's anticipated annual workload will include:

- 1,200 Fire permits and plan reviews
- 2,000 Operational fire inspections
- 1,100 New construction fire inspections

By adopting Ordinance 11-26, the Town establishes the regulatory framework necessary for Jupiter Fire Rescue to carry out these critical fire prevention functions.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety
- Organizational Excellence

ATTACHMENTS

1. Ordinance 11-26
2. Existing Chapter 10 Fire Prevention and Protection
3. Transition to the Florida Fire Prevention Code - 2Jun26

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Division Chief/Fire Marshal Andrew Armenis at andrewar@jupiter.fl.us or 561-741-2484.

ORDINANCE 11-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 10, OF THE JUPITER CODE OF ORDINANCES, RENAMING IT “FIRE PREVENTION, PROTECTION, AND COMMUNITY RISK REDUCTION DIVISION”; PROVIDING FOR AMENDMENTS TO ARTICLE I, TO CREATE NEW REGULATIONS IN SECTIONS 10-1 THROUGH 10-3 AND DESIGNATING A TOWN FIRE MARSHAL AS THE AUTHORITY HAVING JURISDICTION; PROVIDING FOR THE AMENDMENT OF ARTICLE II SECTION 10-19 ENTITLED “FIRE PREVENTION CODE” AND CREATING SECTION 10-20 PERTAINING TO UNIFORM SAFETY STANDARDS AND SECTION 10-21 REGARDING ACCESS TO GATED SUBDIVISIONS OR PLANNED UNIT DEVELOPMENTS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 633, Florida Statutes, establishes statewide minimum fire safety standards and authorizes municipalities to adopt and enforce the Florida Fire Prevention Code; and

WHEREAS, the Town Council of the Town of Jupiter (Town) desires to ensure that uniform, consistent fire prevention and life safety regulations are administered within the Town's corporate limits; and

WHEREAS, the establishment of a Fire Prevention and Community Risk Reduction Division under the direction of the Fire Marshal will enhance the Town's fire safety, public education, and enforcement capabilities; and

WHEREAS, the Town Council finds it in the best interests of its residents to adopt updated fire codes and standards, and to ensure that there is adequate emergency access to gated communities within the Town.

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

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

Section 2. Articles I and II of Chapter 10 of the Code of the Town of Jupiter, Florida is hereby amended as follows:

CHAPTER 10. FIRE PREVENTION AND PROTECTION, PROTECTION, AND COMMUNITY RISK REDUCTION DIVISION.

ARTICLE I. – ~~IN GENERAL~~ FIRE PREVENTION BUREAU

Sec. 10-1. Division established.

The Fire Chief shall designate a Fire Marshal as the authority having jurisdiction over the Fire Prevention Bureau, known as the Fire Prevention, Protection, and Community Risk Reduction Division within the Jupiter Fire Rescue Department. The Fire Marshal shall be responsible for the enforcement of fire codes within the Town. To assist in the performance of the responsibilities and duties placed upon the Fire Marshal, the Fire Prevention, Protection, and Community Risk Reduction Division, which shall be responsible for ensuring fire prevention, inspections, and investigations in the Town, is hereby established.

Sec. 10-2. Schedule of inspection fees, permit fees, and other charges.

All fees shall be in accordance with the schedule created by the Jupiter Fire Rescue Department, which shall be maintained in the Office of the Town Clerk.

Sec. 10-3. Repeal of inconsistent county provisions.

All prior resolutions, ordinances, or interlocal agreements that granted fire prevention, inspection, and code enforcement authority to Palm Beach County Fire Rescue within the Town, including the adopted Palm Beach County Fire Code, as amended, are hereby repealed, effective on October 1st, 2026. As of October 1, 2026, the Jupiter Fire Rescue Department shall have full authority and jurisdiction for fire prevention, inspection, and fire code enforcement within the incorporated limits of the Town.

ARTICLE II. – STANDARDS

Sec. 10-19. Fire prevention code adoption and enforcement.

~~There is hereby adopted the Florida Fire Prevention Code, 2004 edition, and the county fire code, together with all amendments thereof hereafter issued. The town adopts the codes by reference and incorporates them into this Code as though fully set out herein.~~

- (a) Adoption. In accordance with sections 633.202 and 633.208, Florida Statutes, the Florida Fire Prevention Code, adopted by the State Fire Marshal in Rule Chapter 69A-60, Florida Administrative Code, as amended from time to time, including the Florida editions of NFPA 1 Fire Code and NFPA 101 Life Safety Code, is hereby adopted by reference as the fire safety code of the Town. It is intended that the Florida Fire Prevention Code shall operate in conjunction with the Florida Building Code.
- (b) Enforcement. The Town is authorized to and shall enforce the Florida Fire Prevention Code in the Town as the minimum fire safety code, requiring inspection of all new buildings and periodic inspection of existing buildings subject to the Code.

Sec. 10-20. Uniform Fire Safety Standards – Adoption and Enforcement.

The Uniform Fire Safety Standards, established by the Florida Department of Financial Services pursuant to F.S. § 633.022, are hereby adopted as the fire safety standards of the Town.

Sec. 10-21. Access to Gated Subdivisions or Developments.

Existing subdivisions or planned unit developments which maintain gated security access to subdivision units and properties, the subdivision's community association shall provide Jupiter Fire Rescue with an approved key access system. Where the Authority Having Jurisdiction determines that a gate or access control system delays, restricts, or fails to provide reliable fire rescue access, the system shall be modified or equipped with an approved emergency access system to ensure immediate entry. New gate installations, in new subdivisions, or planned unit developments, having one or more gates providing access that are not manned 24/7/365, a Click2Enter "C2E" system shall be installed as the primary access system for fire rescue's access into the subdivision or planned unit development by a Jupiter Fire Rescue approved key switch system shall be installed as a secondary (redundant) emergency access system to provide entry in the event the primary access system fails or is not operational. These systems shall simultaneously open all gates to provide for a fire department vehicle access lane. The gates shall remain open until restored to their normal position by the Jupiter Fire Rescue Department. The

location of the control units shall be determined by the Authority Having Jurisdiction. If at any time the primary or secondary access system is not functioning, all gates providing access shall be left in the open position until such time they are repaired.

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

Section 4. Codification. The sections of the ordinance may be a part of the Code of the Town of Jupiter, Florida and may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “article”, or any other appropriate word.

Section 5. Effective Date. This ordinance shall take effect immediately upon its execution.

#7854682 v3 26503-00001

Chapter 10 FIRE PREVENTION AND PROTECTION¹

ARTICLE I. IN GENERAL

Secs. 10-1—10-18. Reserved.

ARTICLE II. STANDARDS²

Sec. 10-19. Fire prevention code.

There is hereby adopted the Florida Fire Prevention Code, 2004 edition, and the county fire code, together with all amendments thereof hereafter issued. The town adopts the codes by reference and incorporates them into this Code as though fully set out herein.

(Code 1975, § 6-8.500; Code 1992, § 10-26; Ord. No. 23-87, § 16, 4-21-1987; Ord. No. 70-90, § 1, 7-17-1990; Ord. No. 16-92, § 1, 7-21-1993; Ord. No. 9-96, § 1, 5-21-1996)

Secs. 10-20—10-41. Reserved.

ARTICLE III. OPEN BURNING³

Sec. 10-42. Permit required.

It shall be unlawful for any person to cause, assist or participate in the open burning of trash, refuse, debris, grass, weeds, wood, natural growth or other material within the town limits unless they have first obtained a permit therefor from the town in the manner as hereinafter provided.

(Code 1975, § 10-1.100; Code 1992, § 10-51)

Sec. 10-43. Application for permit.

A person desiring a town permit for open burning shall first apply therefor by making a written application to the fire marshal, who is hereby designated and authorized as the lawfully constituted agent for the town in such

¹State law reference(s)—Fire prevention and protection, F.S. ch. 633; explosives, F.S. ch. 552.

²State law reference(s)—Uniform fire safety standards, F.S. § 633.206; minimum fire safety standards, F.S. § 633.208.

³State law reference(s)—Forest protection, F.S. ch. 590; recreational fires, F.S. § 590.11; open burning, F.S. § 590.125.

matters. At the same time, the applicant shall file a duplicate copy of his application with the town manager. The application shall contain the following information:

- (1) An explanation of the need for disposal by burning.
- (2) A brief description of the number and type of residential, commercial, business and/or industrial units located within one-half mile of the proposed burning site.
- (3) The approximate quantity and type of materials to be burned.
- (4) The source or origin of such materials.
- (5) The date, time and duration during which the applicant desires to burn such materials.
- (6) A list of precautions the applicant will take to minimize any smoke, fumes and hazards involved.
- (7) The names, street addresses, e-mail address and telephone numbers of the applicant and the owner of the lands where the proposed burning shall take place.

(Code 1975, § 10-1.101; Code 1992, § 10-52)

Sec. 10-44. Materials to be considered.

The fire marshal, on the town's behalf, shall consider the information contained in the application and all of the attendant circumstances relating thereto, including the nature of the prevailing winds, the weather conditions, humidity, inversion conditions, atmospheric conditions, and the reasonable probabilities of fire hazards, smoke, fumes, dust or any obnoxious or annoying consequences to the owners and occupiers of lands and buildings in the surrounding area. If the fire marshal, on behalf of the town, shall reasonably conclude that there exists a need to issue the permit applied for and that no hazard or nuisance will be thereby created, and that no detriment to the public health, safety, morals, welfare or well-being to the citizens and residents of the town and the county shall exist, he shall endorse the application with his written approval and shall so notify the town manager. Otherwise, the fire marshal shall recommend denial of such application. The fire marshal is hereby authorized to impose any limitations, precautions or conditions on the actual burning process which may be necessary to meet the requirements of the public's safety and the purpose of this article.

(Code 1975, § 10-1.102; Code 1992, § 10-53)

Sec. 10-45. Issuance or denial of permit.

Upon receiving the recommendation of the fire marshal for approval or disapproval of the application for a permit under this article, the town manager shall likewise review the same, following the same criteria as hereinabove set forth. If the town manager shall deny the same, the application shall be denied. If the town manager shall approve the same, such approval shall constitute a permit for open burning in accordance with its terms and conditions as therein contained.

(Code 1975, § 10-1.103; Code 1992, § 10-54)

Sec. 10-46. Notification before burning.

The applicant who has received approval and a burning permit shall notify the police department, the fire marshal and the town manager immediately prior to actual commencement of the burning process. In addition, the applicant shall make further notification to any other concerned governmental agency having jurisdiction in or near the location of the burning site as may reasonably be required by the fire marshal, the town manager or the police chief at the time of notification.

(Code 1975, § 10-1.104; Code 1992, § 10-55)

Sec. 10-47. Supervision of the burning process.

The fire marshal is hereby authorized to supervise the actual burning process on behalf of the town and to make such additional on-site recommendations, changes or modifications to the burning permit as the attendant circumstances may require in the interest of public safety, welfare and necessity, including stopping, halting or rescheduling of the burning process, if required.

(Code 1975, § 10-1.105; Code 1992, § 10-56)

Sec. 10-48. Bond or security required.

If it appears from the nature of the application that any cost or expense may accrue to the town or to the office of the fire marshal, Fire Control District Number 1, by way of supervision, cleanup or damage to public or private property, the town manager is authorized to require as a condition of issuing the permit a bond, cash deposit, surety or other security deposit in an amount not to exceed \$500.00. If the town manager shall decide that a higher amount is reasonably required, such sum shall be finally determined by decision of the town council.

(Code 1975, § 10-1.106; Code 1992, § 10-57)

Sec. 10-49. Appeal from town manager's decision.

Any person adversely affected by a decision of the town manager in the enforcement or interpretation of this article may appeal to the town council within ten days after such decision by serving a notice of such appeal upon the town clerk. All such appeals shall be promptly scheduled on the agenda of the town council to be heard and determined by them in public session, at which the complaining party may present such facts and arguments as are appropriate. The decision of the town council on such matter shall be final.

(Code 1975, § 10-1.107; Code 1992, § 10-58)

Secs. 10-50—10-71. Reserved.

ARTICLE IV. EXPLOSIVES⁴

Sec. 10-72. Adopted.

There is hereby adopted as and for the Jupiter Explosives Code the provisions of this article, together with F.S. ch. 552 entitled "Manufacture, Distribution and Use of Explosives," and F.A.C. ch. 69A-2, being the rules of the state treasurer and insurance commissioner as state fire marshal concerning explosives, and all amendments hereinafter made thereto. The town adopts such statute and administrative code provisions and incorporates the same into this Code as though fully set out herein.

(Code 1975, § 10-16; Code 1992, § 10-76)

⁴State law reference(s)—Explosives, F.S. ch. 552.

Sec. 10-73. Exemptions.

The provisions of this article shall not apply to the following:

- (1) Cartridges for firearms;
- (2) Fireworks as defined by F.S. ch. 791;
- (3) Dealers holding valid federal firearms dealers' licenses, to the extent exempted by Florida Statutes;
- (4) Users who are natural persons and who purchase, possess and transport smokeless propellant or sporting grades of black powder and small arms ammunition primers and percussion caps, provided such materials are for the sole purpose of hand-loading pistol or rifle cartridges or shotgun shells or for use in muzzle-loading firearms.

(Code 1975, § 10-21; Code 1992, § 10-77)

Sec. 10-74. Application.

It shall be unlawful for any person to engage in a business of a manufacturer-distributor, or to acquire, sell, possess, store or engage in the use of explosives in the town except in conformity with the provisions of this article.

(Code 1975, § 10-17; Code 1992, § 10-78)

Sec. 10-75. Procedure for town permit.

Upon compliance with the prerequisite specified in state law, the applicant may then apply for a town permit for the sale, possession, storage or use of explosives, by making a written application to the fire marshal, who is hereby designated and authorized as the lawfully constituted agent for the town in such matters. Concurrently, the applicant shall file a duplicate copy of his application with the town manager. The contents of the application and the procedure thereafter to be followed for the issuance or denial of such permit shall be substantially the same as provided under section 10-43 relating to permits for open burning.

(Code 1975, § 10-19; Code 1992, § 10-79)

Sec. 10-76. Test shots.

The town manager is hereby authorized to require the applicant under this article to perform one or more test shots or explosions wherein the amount and type of explosive, the manner of placement or preparation prior to blasting, and the measurement of the effect of the explosion on the surrounding area through the use of appropriate scientific instruments or measuring devices can be determined. The town manager is authorized to use the results of such tests to impose suitable conditions or restrictions on the permit issued to the applicant for blasting purposes.

(Code 1975, § 10-20; Code 1992, § 10-80)



June 2, 2026

JUPITER FIRE RESCUE DEPARTMENT

Transition to the Florida Fire Prevention Code



Why the Change is Necessary

- Beginning October 1, 2026, Jupiter Fire Rescue will begin to provide fire prevention services to the Town of Jupiter.
- As part of this transition, the Town must establish its own fire prevention framework.
- Our Goal
 - Maintain safety
 - Create consistency
 - Ensure a seamless transition



What is Changing

Current

- Palm Beach County local amendments + Florida Fire Prevention Code
- 60+ pages of local amendments
- County-specific requirements
- More prescriptive requirements

Proposed

- Florida Fire Prevention Code only
- Statewide uniform standards
- Consistent statewide framework
- More flexible, project-based approach



Why the Florida Fire Prevention Code

- The FFPC:
 - Is adopted statewide
 - Is based on nationally recognized NFPA standards
 - Provides consistent life safety requirements
 - Is regularly updated by the State Fire Marshal
- Benefits
 - Consistency
 - Predictability
 - Simpler compliance
 - Streamlined permitting



More Flexible Building Thresholds

Palm Beach County

- Sprinklers required in most buildings $\geq 2,500$ sq. ft.
- One-size fits all threshold

Florida Fire Prevention Code

- Requirements align with the occupancy and use
- Risk-based approach

Impact:

- Greater flexibility for small businesses
- Reduced construction costs in some cases
- Maintains safety through occupancy standards



More Flexible Development Standards

Palm Beach County

- Prescriptive roadway dimensions
- Specific hydrant placement standards
- Strict separation wall requirements

Florida Fire Prevention Code

- Performance-based approach
- Flexibility based on project conditions
- Allows project-specific solutions

Impact:

- More adaptable site planning
- Easier project coordination
- Reduced unnecessary constraints



Supporting Business & Residents

- Simplified permitting process
- More flexibility in equipment and design
- Streamlined code compliance
- Simpler rules for residential improvements
- More flexibility for outdoor features such as fire pits
- Consistent expectations
- Improved customer service



What Will Not Change

- The Town will:
 - Conduct fire plan reviews
 - Perform inspections
 - Enforce fire safety requirements
 - Coordinate with contractors and residents
 - **Prioritize public safety**



How the Transition will Occur

- Communication about the fire code transition will occur throughout the summer:
 - Website updates
 - Contractor outreach
 - Social media messaging
 - Building Department personnel
- Beginning September 1, Building staff will identify permit applicants who may benefit from the transition and notify JFRD.
 - JFRD will review with applicants the potential impacts
 - Explain available options
 - Provide guidance on the transition process
- Applicants can:
 - Continue under the current county fire code before October 1, or
 - Wait until the Town's new code takes effect on October 1.



Questions?



6/2/2026

Transition of Fire Prevention Code

10
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TOWN OF JUPITER

Approval to Amend Subpart A Administrative Regulations, CHAPTER 11 and CHAPTER 8 of the Town Code



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Donald Hennessy, Chief of Police
SUBJECT	Amending Chapter 11, "Miscellaneous Offenses," and Chapter 8, Section 38, Governing the Special Magistrate's Jurisdiction, Second Reading

EXECUTIVE SUMMARY

Ordinances 25-26 and 28-26 were approved on First Reading by the Town Council on June 2, 2026, and are now presented for Second Reading and final adoption.

In January of 2026, Town staff conducted a review of current procedures relating to the issuance of trespass warnings on Town property. This review identified the need to establish formal procedures governing trespass warnings on public property and to expand the Special Magistrate's jurisdiction and authority to hear appeals of such warnings in order to comply with Florida Appellate Court rulings and ensure due process protections.

Ordinance 25-26 amends Chapter 11, "Miscellaneous Offenses," of the Town Code by establishing procedures that authorize Jupiter Police Officers to issue trespass warnings on Town-owned public property to individuals who violate federal law, state law, or local ordinances. The ordinance creates progressive trespass warning durations based on the nature and frequency of violations and establishes a formal appeal process for individuals who receive trespass warnings.

Ordinance 28-26 amends Chapter 8, Section 38, of the Town Code to expand the authority and jurisdiction of the Special Magistrate to hear and decide appeals related to trespass warnings issued on Town property.

Collectively, these ordinances create a comprehensive framework for enforcing trespass violations on Town property while ensuring due process protections through an independent appeals process.

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

ANALYSIS

The proposed amendments establish clear procedures for issuing trespass warnings, define the duration of such warnings, and create a formal appeals process through the Town's Special

Magistrate. These measures are intended to promote consistent enforcement practices while safeguarding the rights of individuals affected by trespass actions.

Approval of Ordinances 25-26 and 28-26 on Second Reading will amend Chapters 11 and 8 of the Town of Jupiter Code of Ordinances, respectively, providing staff and law enforcement with additional tools to ensure Town-owned public property remains safe, accessible, and enjoyable for residents and visitors.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Ordinance 25-26
2. Ordinance 28-26
3. Existing Town of Jupiter Code Chapter 8 Governing the special magistrates Jurisdiction
4. Existing Town of Jupiter Code Chapter 11 Miscellaneous Offenses
5. Trespass Notice for Town Property

FUNDING SOURCE

Funding is not necessary for this request.

For more information or to request attachments, please contact *Chief Donald Hennessy* at 1036@jupiter.fl.us or 561-741-2236.

ORDINANCE NO. 25-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AMENDING SUBPART A “ADMINISTRATIVE REGULATIONS, CHAPTER 11, ENTITLED “MISCELLANEOUS OFFENSES” OF THE TOWN CODE; CREATING SECTION 11-7 UNDER ARTICLE I GOVERNING TRESPASSING ON PUBLIC PROPERTY; ESTABLISHING A PROCESS FOR ISSUANCE OF TRESPASS WARNINGS ON PUBLIC PROPERTY; ESTABLISHING AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND 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 has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, to adopt such regulations to further the health, safety, and welfare of its residents; and

WHEREAS, the Town Council seeks to ensure a safe, orderly, and enjoyable environment in all public areas throughout the Town for residents, businesses and visitors; and

WHEREAS, to protect the health, safety, and welfare of the public, the Town deems it is necessary to regulate the issuance of trespass warnings for individuals who have violated federal, state, or local ordinances within public areas of the Town; and

WHEREAS, courts have held in order to provide all persons trespassed from public property with sufficient due process, the Town must also provide notice and an opportunity for a hearing at a meaningful time and in a meaningful manner to contest any trespass notices; and

WHEREAS, to provide all persons trespassed from public property with sufficient due process, the Town shall enact procedures to ensure that each person is provided with due process in connection with any trespass notices; and

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

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

Section 2. Chapter 11 “Miscellaneous Offenses”, Article 1 “In General”, the Town of Jupiter Ordinance Code, is hereby amended as follows:

Sec. 11-7. Reserved. Trespass notice; authorization to issue; appeal.

- (a) Any Jupiter Police Officer acting within his/her jurisdiction is authorized to issue a trespass notice to any individual who violates or is in the process of violating any Town code, applicable local, state, or federal law while on public property within the Town.
- (b) Any person issued a trespass notice shall be prohibited from returning to the Town property specified in the trespass notice as follows:
 - 1. For the first trespass notice, for a period up to one (1) year.
 - 2. For the second and each subsequent trespass notice, for a period up to two (2) years.

Each period shall run from the date of the issued notice through the duration of time specified in each issued notice.

(c) A copy of the trespass notice shall be provided by mail or hand delivery to the trespass notice recipient with a copy provided to the employee or Town official having control over the Town property where the trespass occurred. The trespass notice shall include:

1. the name and address of the trespass notice recipient; and
2. the date, the provision of law the trespass notice recipient has violated; and
3. a brief description of the offending conduct; and
4. the location of the offense; and
5. the name and position with the Town of the person issuing the trespass notice; and
6. a description of the Town property to which the trespass notice recipient shall not return during the trespass notice period as described in subsection (b) of this section.

The written trespass notice shall advise the recipient of the right to appeal within ten (10) days of issuance of the notice and provide the Code section with the details of the appeal process. The trespass notice shall include a warning that any person found on Town property in violation of a trespass notice may be arrested for trespassing.

(d) This section shall not be construed to limit the authority of any officer of the Town Police Department to issue a trespass warning to any person for any lawful reason for any Town property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the officer; nor shall this section be construed to limit the authority of any officer of the Town Police Department to arrest or cite individuals for violating any section of the Town Code or the Florida Statutes.

(e) Appeal of trespass notice. The trespass notice recipient shall have the right to appeal as follows:

1. An appeal of a trespass notice must be filed, in writing, with the Town at the address listed on the trespass notice within ten (10) days of the issuance of the trespass notice. The appeal shall include the trespass notice recipient's (appellant) name, address, telephone number, electronic mail address and facsimile number, if any; a copy of the trespass notice; and a statement of the basis for the appeal. Failure to file a written appeal within ten (10) days of issuance of the trespass notice shall be deemed a waiver of the right to appeal. No fee shall be charged for filing an appeal.

2. Appeals shall be heard by a special magistrate with jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the Town of Jupiter.
3. The appeal shall be heard by the special magistrate at the soonest available special magistrate hearing following the filing of the appeal. Nothing contained herein shall prevent the Town or special magistrate from calling a special hearing to hear an appeal expeditiously. Notice of the hearing shall be provided to the appellant by U.S. Mail, electronic mail, facsimile, certified mail or hand delivery. If the issuance of a trespass notice was predicated on a violation of applicable state law and the criminal case is pending before the County or Circuit Court, the appeal hearing shall be stayed until the resolution of that case.
4. The special magistrate hearing shall be open to the public and shall be recorded. Other than if the special magistrate hearing is stayed due to a pending criminal matter, the special magistrate hearing shall occur no later than thirty (30) days and no sooner than (3) days after the filing of an appeal.
5. At the hearing on the appeal, the burden of proof shall be on the Town to demonstrate by clear and convincing evidence that the trespass notice was properly issued. Formal rules of evidence shall not apply, but fundamental due process shall govern the hearing
6. If the appellant fails to attend the appeal hearing, special magistrate shall determine based on the evidence presented at the hearing whether the trespass notice was properly issued.
7. At the conclusion of the hearing, the special magistrate shall orally render his or her decision (order) upholding, modifying, or overruling the trespass notice based on evidence presented at the hearing. If the special magistrate upholds the trespass notice, appellant shall be enjoined from returning to the Town property specified in the trespass notice for a period provided in subsection 11-7(b). The order of the special magistrate shall be transmitted by certified mail or hand delivery to the appellant within ten (10) days after the hearing and a copy shall be sent to the Jupiter Police Department.
8. The special magistrate's order shall be final and appellant shall be deemed to have exhausted all administrative remedies available to him/her. The special magistrate's order shall subject to further judicial review in the manner proscribed by Florida law. The Town may assess a reasonable charge for the preparation of the record to be paid by the appellant in accordance with F.S. § 119.07.

9. The trespass notice shall remain in effect during any appeal process, unless a stay pending review is entered by a special magistrate.
- (f) The Chief of Police or his/her designee may authorize an individual who has received a trespass notice to enter a specific Town property included within a trespass notice to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied. Any individual issued such authorization shall have a copy of the authorization in his/her possession upon entry and throughout the duration of his/her presence upon the specific Town property.
- (g) Any person found on Town property in violation of this article may also be arrested for trespassing.
- (h) This article shall not be construed to limit the authority of any law enforcement officer or code enforcement officer to take any other enforcement action authorized by the Town code or Florida law.

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

Section 4. Codification. The sections of the Ordinance may be a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “article”, or any other appropriate word.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its execution.

Ord. 25-26
Page **6** of **6**

#7734080 v1 26503-00001

ORDINANCE NO. 28-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, AMENDING CHAPTER 8, SECTION 8-38 GOVERNING THE SPECIAL MAGISTRATE'S JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND 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 has the home rule authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, to adopt such regulations as it deems necessary and appropriate to further the health, safety, and welfare of its residents; and

WHEREAS, pursuant to the authorities conferred to it by Ch. 162, Fla. Stat., the Town Council has appointed a Special Magistrate to oversee code enforcement proceedings as set forth in section 8-36 of the Town Code; and

WHEREAS, section 8-38 of the Town Code provides the jurisdiction conferred on the Special Magistrate; and

WHEREAS, the Town Council has determined that it is appropriate and necessary to amend section 8-38 of the Town Code to expand the jurisdiction conferred on the

Special Magistrate to permit the Special Magistrate's consideration and adjudication of certain appeals; and

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

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

Section 2. Chapter 8, Article III, Section 8-38 of the Town of Jupiter Code, is hereby amended as follows:

Sec. 8-38. - Jurisdiction.

- (a) The code enforcement board and the special magistrate shall have the jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the town, including, but not limited to, the following: building, electrical, fire, gas, landscape, plumbing, signs, zoning, noise, minimum housing, and any other similar type codes which may be adopted by the town in the future, which regulate aesthetics, construction, safety, use of property or location of any structure on real property in the town.

(b) In addition, the code enforcement board or special magistrate may enforce parking violations; a developer's failure to comply with conditions of a development order; appeals of trespass notices; and violations charged by the use of a citation as the charging document as provided for in article II of this chapter.

(b) The provisions of this article are supplemental and shall not prohibit the town from enforcing its codes by other legal means.

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

Section 4. Codification. The sections of the ordinance may be a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Effective Date. This ordinance shall take effect immediately upon its execution.

Sec. 8-38. - Jurisdiction.

- (a) The code enforcement board and the special magistrate shall have the jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the town, including, but not limited to, the following: building, electrical, fire, gas, landscape, plumbing, signs, zoning, noise, minimum housing, and any other similar type codes which may be adopted by the town in the future, which regulate aesthetics, construction, safety, use of property or location of any structure on real property in the town. In addition, the code enforcement board or special magistrate may enforce parking violations; a developer's failure to comply with conditions of a development order; and violations charged by the use of a citation as the charging document as provided for in article II of this chapter.
- (b) The provisions of this article are supplemental and shall not prohibit the town from enforcing its codes by other legal means.

(Code 1992, § 8-30; Ord. No. 13-05, § 2, 2-1-2005; Ord. No. 28-07, § 2, 11-6-2007)

Chapter 11 - MISCELLANEOUS OFFENSES

Footnotes:

--- (1) ---

State Law reference— *Crimes, F.S. ch. 775 et seq.*

ARTICLE I. - IN GENERAL

Sec. 11-1. - Adoption of state laws relating to misdemeanors; penalty.

- (a) It shall be unlawful to commit, within the limits of the town, any act which is or shall be recognized by the laws of the state as a misdemeanor of the second degree, and the commission of such acts is hereby forbidden.
- (b) Whoever shall violate the provisions of this section, upon conviction thereof, shall be fined as provided in section 1-14.

(Code 1975, § 16-1; Code 1992, § 11-1)

Case Law annotation— Adoption of state law relating to misdemeanors by city upheld, *McFarland v. Roberts*, 74 So. 2d 88 (Fla. 1954); *Orr v. Quigg*, 135 Fla. 653, 185 So. 726 and *Wright v. Worth*, 83 Fla. 204, 91 So. 87; adoption of state law misdemeanors by reference includes laws both in existence at the time and those later adopted by the state legislature, *State v. Smith*, 189 So. 2d 846 (Fla. 4th D.C.A. 1966). Follows rule in *Hecht v. Shaw*, 112 Fla. 762, 151 So. 333 (1933)" . . . when the adopting statute makes no reference to any particular statute or part of statute by its title or otherwise, but refers to the law generally which governs a particular subject, the reference in such a case includes not only the law in force at the date of the adopting act, but also all subsequent laws on the particular subject referred to . . ." A municipality may enact an ordinance which creates an offense against municipal law for the same act that constitutes an offense against state law. *Jaramillo v. City of Homestead*, 322 So.2d 496(Fla. 1975). A municipality, by ordinance, may adopt state misdemeanor statutes by specific reference or by general reference, such as that contained in an ordinance making it unlawful to commit, within town limits, any act which is or shall be recognized by the laws of the state as a misdemeanor. *Id.* An adoption by general reference of a misdemeanor statute permits subsequent amendments, revisions and repeals of the laws by the state legislature to apply to the municipal ordinances. *Id.*

State Law reference— Florida Statutes general index under heading "Crimes" for listing of state law misdemeanors, penalty for misdemeanors, F.S. §§ 775.082, 775.083; discharging firearms in public, F.S. § 790.15; firearms, regulation preempted, F.S. § 790.33 et seq.; obscenity, preemption of field concerning exposing persons under 17 years of age to harmful motion pictures, exhibitions, shows, representations and presentations, F.S. § 847.013(4); preemption of offenses regarding obscenity, F.S. § 847.09(1).

Sec. 11-2. - Town property; illegal possession.

It shall be unlawful for any person to keep and retain any property belonging to the town, which may now be in his possession or which may hereafter come into his possession.

(Code 1975, § 16-5; Code 1992, § 11-2)

State Law reference— Theft and related crimes, F.S. ch. 812.

Sec. 11-3. - Assessment of additional court costs.

Pursuant to F.S. § 938.15, the town hereby assesses an additional \$2.00 as court costs against persons convicted for violations of town ordinances, for law enforcement education expenditures under the Criminal Justice Standards and Training Commission and training law enforcement education programs for town police officers and support personnel.

(Code 1975, § 16-11; Code 1992, § 11-3)

Sec. 11-4. - Unlawful to lodge on private lands without consent.

It shall be unlawful for any person to willfully lodge upon the private lands of another within the town without having been authorized, licensed or invited to do so by the owner, lessee or authorized agent of such property.

(Code 1992, § 11-5; Ord. No. 34-87, § 1(16-13), 7-7-1987)

State Law reference— Burglary and trespass, F.S. ch. 810.

Sec. 11-5. - Notice by posting property.

Notice against entering or remaining on the premises, or against settling, trespassing or lodging thereon, given by actual posting of the premises or by the fencing or cultivation thereof shall be prima facie evidence of the lack of such consent to do so by the owner, tenant or agent in charge of such lands.

(Code 1992, § 11-6; Ord. No. 34-87, § 1(16-14), 7-7-1987)

Sec. 11-6. - Unlawful to lodge or settle upon public lands without consent.

- (a) It shall be unlawful for any person to willfully lodge or settle upon public lands or real property owned by the town, the county, the state or other public governmental agencies, located within the town, without the consent of such governmental owner, its tenant or its duly authorized agent in charge thereof, authorizing, licensing, or inviting such person to do so.
- (b) Public lands or real property, for the purposes of this section, shall be defined to mean and include, but not be limited to, public streets, roads, highways, swales, drainageways, alleyways and other rights-of-way, public parks, parkways, open spaces, conservation and preservation areas, recreational land and parking lots, including any buildings or structures located thereon.

(Code 1992, § 11-7; Ord. No. 34-87, § 1(16-15), 7-7-1987)

ARTICLE II. - SEXUAL OFFENDERS AND SEXUAL PREDATORS

Footnotes:

--- (2) ---

State Law reference— *Florida Sexual Predators Act, F.S. § 775.21; residency restriction for persons convicted of certain sex offenses, F.S. § 775.215; registration of sexual offenders, F.S. § 943.0435 et seq.; notification upon release of sexual offenders, F.S. § 944.606 et seq.*

Sec. 11-31. - Findings and intent.

- (a) Repeat sexual offenders, sexual offenders who use physical violence and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders/predators are extremely likely to use physical violence and to repeat their offenses, and most sexual offenders/predators commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender/predator victimization to society at large, while incalculable, clearly exorbitant.
- (b) It is the intent of this section to serve and to protect the town's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the town by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

(Code 1992, § 11-31; Ord. No. 43-06, §§ 2, 3, 8-15-2006)

Sec. 11-32. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Conviction means a determination of guilt which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. A conviction for a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Permanent residence means a place where a person abides, resides, or lodges for five or more consecutive days.

Private bus stop means a location where private school students from more than one residence are picked up and/or dropped off during transportation to and from a private school, including private day care centers.

Temporary residence means a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations in or out of this state, for a period of five or more days in the aggregate during any calendar year, and which is not the person's permanent address, or, for a person whose permanent residence is not in this state, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this state.

(Code 1992, § 11-32; Ord. No. 43-06, §§ 2, 3, 8-15-2006)

Sec. 11-33. - Prohibitions; exceptions; penalties.

- (a) It is unlawful for any person who has been convicted of a violation of F.S. § 794.011 (sexual battery), F.S. § 800.04 (lewd or lascivious offenses committed upon or in the presence of a person less than 18 years of age), F.S. § 827.071 (sexual performance by a child), F.S. § 847.0135(5) (prohibited computer transmissions), or F.S. § 847.0145 (buying or selling minors), regardless of whether adjudication has been withheld, and in which case the victim of the offense was less than 16 years of age, (hereinafter referred to as sexual offender or sexual predator), to establish a permanent residence or temporary residence within 1,000 feet of any public or private school, designated public school bus stop or sign, private school bus stop (including day care centers) registered pursuant to section 11-34, public library, day care center, home-operated day care with a town business tax receipt, park, playground, community center, day camp, or other place where children regularly congregate.
- (b) For purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to the nearest outer property line of the designated public school bus stop or sign, private school bus stop registered pursuant to this article, public library, day care center, park, playground, community center, day camp, or other place where children regularly congregate.
- (c) *Exceptions.* A person residing within 1,000 feet of any school, public school bus stop or sign, private school bus stop registered pursuant to this article, public library, day care center, park, playground, community center, day camp, or other place where children regularly congregate, does not commit a violation of this section if any of the following apply:
 - (1) The person established the permanent residence prior to August 15, 2006.
 - (2) The person was a minor when he committed the offense and was not convicted as an adult.
 - (3) The person is a minor.
 - (4) The school, designated public school bus stop or sign, private school bus stop or sign, public library, day care center, park, playground or community day camp or other place where children regularly congregate within 1,000 feet of the person's permanent or temporary residence was opened and/or established after the person established the permanent or temporary residence.
- (d) *Penalties.* A person who violates this section shall be punished by a fine not exceeding \$500.00 or by imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment.

Sec. 11-34. - Annual registration of private school bus stops.

- (a) The prohibition from establishing a residence near a private school bus stop as set forth in this article shall only apply to those private school bus stops that are registered with the town pursuant to this section.
- (b) Any private school, including day care centers, that enrolls children within the town, may register the location of its bus stops with the town police department and may amend such registration by filing the locations, as amended, with the town manager. The registration, or amended registration, as applicable, shall be effective for a single school year from the date of filing through February 1 following the school year.

(Code 1992, § 11-35; Ord. No. 43-06, §§ 2, 3, 8-15-2006)



JUPITER POLICE DEPARTMENT

Donald Hennessy, Chief of Police

Trespass Notice for Town Property

TRESPASS NOTICE				
Incident / Case #:		Date of Warning:		Time:
Name of Person Warned:		Alias/AKA:	DOB:	Sex: Race:
DL/ID #:		Address:		
Property / Location (Town Property):			Property Owner/Representative: Town of Jupiter	
Describe area covered:				
Issued By:		ID #:	Title/Rank:	
You are hereby WARNED and ADVISED that you are not permitted to enter upon, remain, or return to the above-described town-owned property without the express written consent of the Town of Jupiter or its authorized representative for the period specified herein. This Trespass Notice is issued under the authority of Florida Statutes §§810.08 and 810.09 and Town Code Section 11.7, and violation of this notice may result in arrest and prosecution for criminal trespass.				
Reason for Notice:				
Effective Date:		Duration of Notice:		
SERVICE / METHOD OF DELIVERY				
☐ Personally served to subject		☐ Posted on property (photo documentation required)		
☐ Mailed to last known address		☐ Other (explain):		
ACKNOWLEDGEMENT OF RECEIPT (if applicable)				
I, _____ acknowledge that I have received and understand this Trespass Notice. I understand that entering or remaining on the described Town property after this Notice for the period specified herein may result in my arrest and prosecution under Florida law.				
Signature of Recipient:		Date:	Time:	
Officer/Witness Signature:		ID #:		
NOTES / REMARKS				
LEGAL NOTICE				
Under Florida Statute §810.09(1)(a), trespass on property other than a structure or conveyance occurs when a person willfully enters or remains on property without authorization, license, or invitation after being warned to depart or not to return. Once issued, this Notice remains in effect for the noted duration of the Notice or until rescinded in writing by the Town of Jupiter or its authorized representative.				



Trespass Notice Appeal Process

Town of Jupiter - Code Compliance Division
196 Military Trail, Jupiter, FL 33458 • Phone: 561-741-2477
Office Hours: 8am-5pm Mon-Fri

1. **Appealing a trespass notice**

If you received a trespass notice prohibiting you from returning to a Town of Jupiter property or other public property located within the Town, and you wish to appeal the notice, please follow the instructions outlined below and in Town Code Section 11-7.

2. **Contact the Code Compliance Office Within 10 Days of Receiving the Notice**

Your request to appeal must be submitted in writing with a copy of your trespass notice to the Code Compliance Division within 10 days of receiving the notice. You can submit your request by mail or by visiting the Jupiter Police Department at 196 Military Trail, Jupiter, FL 33458.

3. **Provide Your Correct Mailing Address**

You must provide your correct mailing address to staff so they can prepare a Notice of Hearing for you. The notice is sent by certified mail and requires a signature at the time of delivery or it is considered undelivered. If you prefer, you may come to the Jupiter Police Department to pick up the notice but you must call in advance to arrange for pick-up. You will be required to sign for the notice upon delivery and the signee must be 18 years of age or older.

4. **Scheduling a Hearing**

Once we have obtained the required proof of delivery for the hearing notice provided to you, your case will be confirmed on the next available special magistrate hearing date. The hearings typically occur on the second Wednesday of every month at 10:00 am in the Town Council Chambers at 210 Military Trail, Jupiter, Florida 33458. However, a special magistrate hearing may be called before or after the next scheduled special magistrate hearing to hear an appeal of a Notice.

5. **Attendance at the Hearing**

If you fail to appear at the scheduled hearing you requested, the magistrate will determine whether the Notice was properly administered based on the evidence presented during the hearing.

6. **Magistrate Ruling**

The decision made by the special magistrate shall be considered final. Any further desire to appeal the decision made by the special magistrate must be filed in accordance with Florida law.

[Click or tap here to enter text.](#)

7. **Magistrate Order**

A final order stating the magistrate's ruling will be provided to the respondent after the hearing, by certified mail or hand delivery, and any payment so ordered becomes due immediately to the Jupiter Police Department.

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TOWN OF JUPITER



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	
FROM	
SUBJECT	

EXECUTIVE SUMMARY

The Town Attorney has reviewed the attached [agreement/contract/documents] and finds [it/them] to be in acceptable form.

ANALYSIS

STRATEGIC PRIORITY

ATTACHMENTS

FUNDING SOURCE

Amount of this Request	\$	
Amount Approved in Budget	\$	Sources*:
Additional Funding Requested	\$	Sources*:

*Sources: Account Number - Brief description (Note if CIP)

OR (If no funding is necessary, please delete the table above)

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact ***** at ***** or 561-741-****.

TOWN OF JUPITER

Proposals for a Permit Fee Study for the Building and Fire Rescue Departments and a Water Rate Study for the Water Utility



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director, Jim Brown, Building Official, Amanda Barnes, Utilities Director
SUBJECT	Approval of a Permit Fee Study for the Town's Building and Fire Rescue Departments and a Water Rate Study for the Town's Water Utility.

EXECUTIVE SUMMARY

Approval to conduct a permit fee study for the Building and Fire Rescue Departments and a water rate study for the Water Utility is requested under the current Professional Engineering Continuing Services Consultant Contract (WS2524B) with Hazen and Sawyer ("Hazen") and Raftelis Financial Consultants, Inc. ("Raftelis"), to ensure compliance with statutory requirements.

The Building and Fire Rescue Departments require an updated review of building permit and fire review fees to ensure compliance with Sections 166.222, 553.791, and 553.80, Florida Statutes, and to evaluate the overall cost recovery associated with permitting, plan review, inspections, and related development services. The proposed study includes a review and update of the Building Department cost allocation analysis, revenue sufficiency evaluation, current building permit fees and cost recovery, development of revised major construction permit fees, inspection and service fees, and establishment of fees associated with fire plan reviews and inspections primarily for commercial developments.

Meanwhile, a Florida bill (CS/CS/HB 1451) that regulates municipal utilities passed both the House and Senate chambers in March 2026 and is awaiting the Governor's approval. The bill amends Florida Statutes 180.19, 180.191, and creates 180.192. For municipal utilities operating outside their city limits, the bill eliminates the authorized 25% surcharge and caps the allowable rate differential at 25% above city rates with rate study justification. In addition, municipal utilities will be required to hold public meetings before new or extended utility agreements outside their corporate boundaries take effect, hold annual public and customer meetings if a surcharge is justified, and require annual demographic, sales, and revenue reports be submitted to the Florida Public Service Commission (FPSC). A detailed water revenue sufficiency analysis to determine the availability of rates to meet projected revenue requirements of the water system, including the loss of outside city surcharge revenues is necessary to ensure compliance with the amended and new regulations, which will take effect July 1, 2027. The analysis will include a review of meter and tap fees and other related fees and development of an updated financial model. The last rate study performed for the water utility

was in 2006, which was later amended in 2008 to address permanent irrigation watering restrictions imposed by the South Florida Water Management District.

Town Council approval to proceed with the studies to review building department permit and fire review fees, and water rates and fees to ensure compliance with applicable legislation will enable staff to issue the necessary work orders to meet required deadlines.

ANALYSIS

Updated reviews of building department permit fees, fire review fees, and water utility rates and fees are necessary to ensure compliance with Florida Statutes. Proposals from Hazen and Sawyer and Raftelis Financial Consultants, Inc., under Hazen and Sawyer's current continuing services consultant contract (WS2524B) with the Town, have been received, reviewed by staff, and found to be acceptable for issuance of work orders. Town Council's approval to proceed with the rate studies will enable staff to proceed with the studies with Hazen and Sawyer and Raftelis in a timely manner to meet required statutory deadlines.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Safety

ATTACHMENTS

1. Proposal for Building & Fire Fee Study
2. Proposal for Water Rate Study
3. HB1451 - Pending Governor Approval
4. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$ 77,500 \$ 89,200 \$166,700	Building/Fire Fee Study Water Rate Study
Amount Approved in Budget	\$ 77,500 \$ 95,000	Sources: 45040324-534000 (Building Prof Services) 40050033-531000 (Utilities Prof Services)

For more information or copies of the attachments, please contact Lilian Cain, Building Department at LilianC@jupiter.fl.us and/or 561-741-2379; or Haley Johnson, Utilities at haleyj@jupiter.fl.us and/or 561-741-2469.

TOWN OF JUPITER

Work Order

2026 Building Fee Study

Engineering Services Consulting Contract No. WS2524B

BACKGROUND

The Town of Jupiter (**TOWN**) has requested Hazen and Sawyer, PC (**CONSULTANT**) engage Raftelis Financial Consultants, Inc. (**FINANCIAL SUBCONSULTANT**) to provide rate and financial consulting services focused on evaluating and updating building permit and inspection fees. The project includes reviewing cost allocation and revenue sufficiency to ensure compliance with Florida statutes, developing updated permit and fire department fees, and assessing overall cost recovery for services related to construction and development. **FINANCIAL SUBCONSULTANT** will work closely with **TOWN** staff to identify service activities and associated costs that should be recovered through these fees.

SCOPE OF SERVICES

The scope of services to be performed for the **TOWN** include, but are not limited to, the following:

1. Conduct a project kick-off and gather all necessary financial, operational, and statistical data from the **TOWN** to support cost allocation for building inspection and permitting services.
2. Interview **TOWN** staff to identify and quantify the full costs of permitting and inspection services, providing the basis for developing and restructuring fee levels.
3. Perform a detailed cost allocation analysis using **TOWN** data and staff input to determine the true cost of building permits and inspections, and present refined results to support updated, statute-compliant fee structures.
4. Analyze whether building permit revenues adequately cover service costs by comparing historical expenditures, reserves, and current balances to ensure compliance with Florida statutes and determine appropriate revenue requirements.
5. Develop a five-year plan for updated building fees based on cost analysis, transitioning to a square-footage model, ensuring statutory compliance, reconciling revenues and expenses, and accounting for credits when private providers are used.
6. Collaborate with fire department staff to develop a simple, equitable fee structure—potentially as a percentage of commercial building fees—to recover costs for fire review and inspection services.

7. Prepare a report and presentation summarizing the cost analysis, assumptions, and recommendations, present findings to the **TOWN** Council, and support the **TOWN** in updating fee-related ordinances.
8. Other related miscellaneous services as requested by the **TOWN**.

Meetings

For the purposes of this scope of services and the cost estimate included herein, **FINANCIAL SUBCONSULTANT** has assumed the attendance of two (2) on-site meetings. It was assumed that the on-site meetings, including preparation and travel allowances would have a duration of eight (8) hours and the virtual meetings would have a duration of two (2) hours per meeting. A summary of the meetings is summarized below:

Description	Number of Meetings
On-site Meetings	
Meeting with Town Staff and Town Administration During Project Analysis to Review Results	1
Presentation of Recommendations to the Town Council at a Public Hearing	1
Total Number of On-site Meetings	2
Off-site Virtual Meetings	
Kick-Off / Data Compilation Review Meeting	1
Review of Assumptions, Preliminary Findings, Presentations to Staff	1
Total Number of Off-site Meetings	2

Deliverables

As a result of these tasks, **FINANCIAL SUBCONSULTANT** will produce or provide the following:

- A technical report detailing the approach, findings, and recommendations of the building fee and fire fee analysis and corresponding fee calculations.
- A presentation or briefing document to present the results of the study to the **TOWN** Council.

SCHEDULE OF COMPLETION

Upon notification to proceed by the **TOWN**, **FINANCIAL SUBCONSULTANT** anticipates completing the services identified in this agreement within 150 days for subsequent presentation to the **TOWN** Council. **FINANCIAL SUBCONSULTANT**'s ability to meet the schedule will depend upon the availability of information, along with Town staff during the interview process, being made available by the **TOWN** which will be necessary to complete the project.

COMPENSATION

Compensation shall be made to **FINANCIAL SUBCONSULTANT** on a lump sum basis (\$77,500). Project will be billed on a monthly basis.

FINANCIAL SUBCONSULTANT PROPOSAL



April 24, 2026

Town of Jupiter Work Order No. 26-09
Hazen Contract #WS2524B

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

Subject: **Town of Jupiter, Florida – Proposed Work Authorization 2026 Building Fee Study**

Dear Mr. Reynolds:

As requested by the Town of Jupiter (the “Town”), Raftelis Financial Consultants, Inc. (“Raftelis”) has prepared the following agreement to provide rate and financial consulting services (the “Proposed Authorization”) on behalf of the Town. Specifically, we were requested to i) assist the Town in updating and reviewing the cost allocation analysis and revenue sufficiency evaluation with respect to the imposition of the building permit fees to enforce the building code of the Town (the “building permit fees”) by the Building Department (the “Department”) and to review the overall cost recovery of such fees as it complies with provisions of Sections 166.222, 553.791, and 553.80, Florida Statutes; ii) develop fees for major construction permit fees and miscellaneous / other inspection and service fees for services provided by the Department associated with the development process and ongoing facility construction activities (the “permit fees”); and iii) establish fees for the fire department pursuant to their efforts for plan review and inspection activities related primarily to commercial development activity (collectively, the “Project”). With respect to the performance of the Project, Raftelis will rely on the Town staff as may be necessary to assist in the identification of activities and cost to provide services by the Town associated with the evaluation of costs to be recovered from the application of Building Department fees to new construction.

This Proposed Authorization is intended to: a) present the proposed direct labor rate and indirect cost fee schedule as provided in Attachment A; b) set forth the scope of services to be performed by Raftelis as provided in Attachment B; and c) present the estimated project schedule based on our discussions to date and understanding of the scope to perform such services and other supporting attachments for consideration by the Town.

The compensation for this Proposed Authorization will be established at a total amount of seventy-five thousand dollars (\$75,000). The project budget is a lump sum amount that will be billed as a percentage complete on a monthly basis. The issuance of a Purchase Order by the Town which references the scope and terms of the engagement as delineated in the Proposed Authorization will serve as notice to Raftelis of the Town’s acceptance of our proposal to provide fire impact fee consulting services. The initiation of the project will be determined through email correspondence after the Purchase Order has been received.

Mr. Scott Reynolds
Town of Jupiter
April 24, 2026
Page 2

We appreciate the opportunity to assist the Town. If you should have any questions regarding the Proposed Authorization, please do not hesitate to contact us.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Joe Williams". The signature is fluid and cursive, with the first name "Joe" and last name "Williams" clearly distinguishable.

Joe Williams
Vice President

ATTACHMENT A

**RAFTELIS FINANCIAL CONSULTANTS, INC.
SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES**

Title	Hourly Rate [1] [2]
Chair / Chair Emeritus	\$500
Chief Executive Officer / President	\$475
Executive Vice President / Senior Principal	\$425
Senior Vice President	\$400
Vice President	\$375
Senior Manager	\$340
Recruiter	\$310
Principal/Senior Advisor	\$310
Manager	\$295
Senior Consultant	\$260
Executive Coach	\$260
Consultant	\$230
Creative Director	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Analyst	\$150
Administration	\$100
Technology/Communications Charge [3]	\$10

[1] These rates will be in effect for calendar year 2026 and will then increase annually by 3% unless specified otherwise by contract.

[2] For services related to the preparation for and participation in deposition and trial / hearing, the standard billing rates listed above will be increased by an amount up to 50%.

[3] Technology / Communications Charge – This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

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ATTACHMENT A (cont'd.)

**RAFTELIS FINANCIAL CONSULTANTS, INC.
SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES**

STANDARD COST RATES	
Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-exceed per Raftelis Employee: \$10.00 – Breakfast \$15.00 – Lunch \$30.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

ATTACHMENT B

TOWN OF JUPITER, FLORIDA

PROPOSED WORK AUTHORIZATION 2026 BUILDING FEE STUDY

SCOPE OF SERVICES

The following represents the scope of services to be performed by Raftelis Financial Consultants, Inc. (“Raftelis”) as it relates to providing consulting services associated with the establishment of the building and fire fees. The tasks included in the scope of services are described below:

Task 1: Project Management, Initiation and Kick-off Meeting – This task will include a virtual kick-off meeting between Raftelis and Town staff.

Raftelis will work with the Town to obtain financial information and reports and other data necessary to determine the allocated costs of providing building inspection and related services necessary for providing permitting and oversight services for new construction as provided by the building and fire departments. Information to be requested from the Town and obtained during the staff interview process may include, but not be limited to, the following:

- A. General Fund and Building Department financial and budget information, including any previous cost allocation analyses and supporting work papers;
- B. Detailed permit information, construction valuation costs for existing fee application, square footage of each project for fee redesign activities, and other attributes associated with the derivation of revenues allocated to the Building Department;
- C. Statistical information regarding the development of cost allocation factors including, but not limited to, square feet of office space allocable to each department, percent of time spent by employees in building / inspection function, etc.;
- D. Any debt or loan repayment expenditures associated with the financing of Town fixed assets (buildings, improvements, equipment, etc.); and
- E. Other information deemed necessary by Raftelis and the Town.

Task 2: Department Staff Interviews for Cost Identification – As part of the data acquisition process, Raftelis will interview the Town staff to identify cost allocation parameters. Raftelis will identify key personnel to discuss the cost of providing the permit, inspection services, and development fees, including the nature of the services provided and any other supporting costs associated with the provision of such service (e.g., vehicle expense, payroll benefits, materials and supplies, contract services, etc.). These interviews will occur with each department as necessary and will yield data that will serve as the basis for determination of certain rate levels. Based on preliminary conversation with staff, it is understood that the existing building fees will be redesigned to be primarily based on the square footage of development projects, while other activities such as A/C change outs, roof replacements, pools, and other similar projects may result in specifically identified fee levels for each project.

Task 3: Building Fee Cost Analysis – Based on the information compiled by the Town and the results of the staff interview process, Raftelis will prepare a detailed cost allocation process to determine the estimated cost of providing building permits and construction inspections. The analysis will include the identification of costs that should be

recognized in the cost analysis, the development of cost allocation factors for the assignment of certain costs and estimates of the cost of providing service. For the purposes of this analysis, the budgeted costs identified by the Town for the Fiscal Year ending September 30, 2026 (will include year-to-date expenditures and estimates to complete the Fiscal Year) will serve as the Test Year for the cost analysis. Upon completion of the cost allocation analysis, Raftelis will present the results to Town staff in a working group meeting. The presentation will focus on the cost identification and allocation process and will serve as a review meeting. Raftelis will update the analysis based on the results of the working group meeting. Raftelis will prepare presentation materials and other supporting documentation, or correspondence as considered necessary to present the analysis to the Town staff. This cost allocation effort will support the design of the updated rates, which will separate out the inspection fees from the overall building permit fee to meet the anticipated new Statute requirements resulting from House Bill 803.

To assist with development of the fire related permit review fees, a cost allocation will be performed. This cost allocation will be used for designing the appropriate fee levels and cost recovery for the fire related permit plan review and inspection activities.

Task 4: Building Fee Revenue Sufficiency Analysis – Raftelis will evaluate the relationship between the expenditures associated with the Building Permit and Inspection Services and the revenues anticipated to be received from permits for construction in order to determine the nexus between the services provided and revenues to address the provisions of Sections 166.222 and 553.80, Florida Statutes. Based on the cost allocation evaluation and as part of the determination of the carry-forward reserve, Raftelis will determine the estimated allocated costs for the building fees for the actual costs that would be deemed as the "operating budget" as reported by the Town in its financial records for the last four (4) years ended September 30, 2025 to determine the carry-forward reserves balance that can be considered as the carry-forward amount. This amount will be compared to the current cash balances and considered in the determination of the revenue requirements to be recovered from building / permit fees.

Task 5: Design Proposed Building Fees – Based on the cost allocation analysis, Raftelis will identify a plan for fee levels over the next five-years, with modification to the building permit fee structure that is currently in effect based on meeting the new requirements identified in House Bill 803, which is anticipated to be signed by the Governor. The fees will be adjusted to be collected based on the square footage of a project as opposed to by the valuation of the project. Raftelis will work with the Town to reconcile revenues and expenses for a period not to exceed three years and identify any excess funds that should be addressed pursuant to requirements of Florida Statutes. As part of the evaluation, Raftelis will also prepare an analysis of the credit to be provided by the Town if an applicant utilizes their own private contractor to perform a plan review and inspection services in lieu of the Village providing these services based on the provisions of Section 553.791, Florida Statutes.

Task 6: Fire Fees – Raftelis will engage with staff of the fire department throughout the engagement to develop fees for intake, plan review, and inspection related activities. The Town desires to implement a potentially simple fee structure based on adding a percentage to the building fees for commercial projects to cover the costs of effort of the fire department. This fee structure and other potential fee structures will be reviewed with staff to accommodate a balance approach resulting in equitable cost recovery and an easy to administer program.

Task 7: Report Preparation and Presentation – Raftelis will prepare a letter report documenting the assumptions and considerations used in estimating the costs of providing the services associated with the building inspection and permitting process utilized by the Town. The report will discuss the assumptions relied upon in the cost allocation process, the allocation factors / basis used, and the results of the cost allocation analysis. Raftelis will prepare a

presentation to present the study results and recommendations to the Town Council. Raftelis has assumed the attendance of one (1) meeting for this task.

Raftelis will assist the Town with the review of any ordinances or resolutions to reflect changes in fee structure or level based on the analysis conducted in the previous tasks; the ultimate preparation of the ordinance or resolution will be the responsibility of the Town and their legal team.

Meetings – For the purposes of this scope of services and the cost estimate included herein, Raftelis has assumed the attendance of two (2) on-site meetings. It was assumed that the on-site meetings, including preparation and travel allowances would have a duration of eight (8) hours and the virtual meetings would have a duration of two (2) hours per meeting. A summary of the meetings is summarized below:

Description	Number of Meetings
On-site Meetings	
Meeting with Town Staff and Town Administration During Project Analysis to Review Results	1
Presentation of Recommendations to the Town Council at a Public Hearing	1
Total Number of On-site Meetings	2
Off-site Virtual Meetings	
Kick-Off / Data Compilation Review Meeting	1
Review of Assumptions, Preliminary Findings, Presentations to Staff	1
Total Number of Off-site Meetings	2

The attendance of any additional on-site or virtual meetings will be considered as an additional service to this scope of services.

Two specific deliverables will be provided:

Deliverable 1 – A technical report detailing the approach, findings, and recommendations of the building fee and fire fee analysis and corresponding fee calculations.

Deliverable 2 – A presentation or briefing document to present the results of the study to the Town Council.

Project Schedule

Upon notification to proceed by the Town, Raftelis anticipates completing the services identified in this agreement within 150 days for subsequent presentation to the Town Council. Raftelis’ ability to meet the schedule will depend upon the availability of information, along with Town staff during the interview process, being made available by Town which will be necessary to complete the project.

Additional Services

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town, and Raftelis. Billing for such additional services based on the hourly rate schedule of Raftelis members as shown in this Work Authorization or

some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of on-site and virtual meetings in addition to what is contemplated in the scope of services.
2. Delays in the project schedule that are no fault of Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.
3. Development of additional fees that are not anticipated in this initial scope of work.

Financial Advisor Disclosure

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the Town should issue debt based on the terms and assumptions used to develop the financial evaluation, or that the Town will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of a potential course of action for the Town. If the Town decides at some future date to issue debt, then at that time the Town will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the Town’s credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By issuing a purchase order that includes the terms of this Task Authorization, the Town is indicating its approval and acceptance of the of the proposed scope of work and fees, the Town is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board (“MSRB”) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

TOWN OF JUPITER

Work Order

2026 Water Rate Study

Engineering Services Consulting Contract No. WS2524B

BACKGROUND

The Town of Jupiter (**TOWN**) has requested Hazen and Sawyer, PC (**CONSULTANT**) engage Raftelis Financial Consultants, Inc. (**FINANCIAL SUBCONSULTANT**) to provide rate and financial consulting services focused on preparing a water system revenue sufficiency and rate study. The project includes evaluating the water system's ability to meet projected revenue requirements through Fiscal Year 2031, evaluating the loss of outside city surcharge revenues pursuant to HB 1451 of the 2026 legislative session, updating miscellaneous utility fees, and developing a new 30-year financial forecast model to support long-term master plan funding. Given that the **TOWN's** last comprehensive water rate study was completed and adopted in 2006, this effort will provide an updated assessment of the utility's financial needs and rate structure to ensure continued fiscal sustainability and equitable cost recovery.

SCOPE OF SERVICES

The scope of services to be performed for the **TOWN** include, but are not limited to, the following:

1. Conduct a project kickoff and collect, review, and compile operational, financial, and planning data necessary to evaluate the **TOWN's** water system rates, revenues, and long-term funding needs.
2. Compile and analyze historical customer, billing, consumption, and water production data to evaluate demand trends, validate revenues, and support development of the utility rate revenue forecast.
3. Develop projected customer growth and water usage forecasts by customer class for the study period using historical billing data, usage trends, and input from **TOWN** staff.
4. Project future utility revenues under existing rates by incorporating customer and usage forecasts, validating results against financial records, estimating other operating and interest income for the water system, and evaluating the impacts of HB 1451 from the 2026 legislative session on the **TOWN's** water system.
5. Develop detailed operating expense projections for the study period to evaluate future water system costs, support debt compliance and capital funding needs, and ensure rates fully recover all operational and administrative expenses.

6. Evaluate long-term capital improvement and renewal funding needs by analyzing asset lifecycles, planned system projects, available funding sources, and the resulting impacts on future utility rates.
7. Identify additional financial requirements and develop fiscal policy recommendations related to reserves, debt coverage, working capital, and other obligations necessary to maintain the water system's financial stability and creditworthiness.
8. Ensure compliance with loan and rate covenant requirements by evaluating financial performance, updating a management dashboard for monitoring and sensitivity analysis, and establishing key financial targets such as coverage ratios and reserve levels to support the forecast and cost recovery strategy.
9. Summarize total net revenue requirements and calculate annual rate impacts for the study period based on prior analyses, while coordinating with **TOWN** staff through virtual meetings to review assumptions, progress, and cost recovery strategies.
10. Compare the **TOWN's** current and proposed water rates to those of similar or neighboring utilities to benchmark rate competitiveness and provide context for rate levels.
11. Review and update miscellaneous utility service fees, including tap, meter, and hydrant meter charges, excluding capacity fees and AGRFs.
12. Document the full revenue requirements analysis in a technical report, present findings to **TOWN** leadership in an on-site meeting, and finalize the water system rate and revenue sufficiency study.
13. Present the findings and recommendations of the Fiscal Year 2026 water revenue sufficiency and rate study to the **TOWN** Council through an on-site presentation supported by a prepared slide deck.
14. Develop and implement a new 30-year financial planning model incorporating study findings and master plan data, including building forecasting, revenue, expense, capital, debt, and dashboard modules, and refining the model through staff collaboration before final delivery.
15. Other related miscellaneous services as requested by the **TOWN**.

Meetings

For the purposes of this scope of services and the cost estimate included herein, **FINANCIAL SUBCONSULTANT** has assumed the attendance of three (3) on-site meetings and six (6) off-site virtual meetings. It was assumed that the on-site meetings, including preparation and travel allowances, would have a duration of eight (8) hours and the virtual meetings would have a duration of one (1) hour per meeting. A summary of the meetings is summarized below:

Description	Number of Meetings
-------------	--------------------

On-site Meetings

Meeting with TOWN staff to kick-off the study and to identify issues and data needs	1
Meeting with staff to present preliminary / recommended study results for comment and acceptance	1
Public hearing to present the results of the revenue sufficiency study to the TOWN Council	1
Total Number of On-site Meetings	3

Off-site Virtual Meetings

Initiate the study, review key assumptions and the capital improvement plan with its funding analysis, present preliminary findings and proposed water rates, and coordinate discussions with TOWN staff and management on the rate resolution and overall project progress	7
Total Number of Off-site Meetings	7

Deliverables

As a result of these tasks, **FINANCIAL SUBCONSULTANT** will produce or provide the following:

- Information Request in support of data compilation activities.
- Revenue Sufficiency and Rate Study Report or technical memorandum documenting analyses for the Project.
- Presentation Documents for presentation of findings and report recommendations to **TOWN** Council.
- New Financial Forecast model for use by the Town.

SCHEDULE OF COMPLETION

Upon notification to proceed by the **TOWN**, **FINANCIAL SUBCONSULTANT** anticipates completing the services identified in this agreement within 150 days for subsequent presentation to the **TOWN** Council. **FINANCIAL SUBCONSULTANT**'s ability to meet the schedule will depend upon the availability of information, along with **TOWN** staff during the interview process, being made available by **TOWN** which will be necessary to complete the project. After completion of the revenue sufficiency and rate study analysis, **FINANCIAL SUBCONSULTANT** will prepare an updated water system 30-year financial forecast model that incorporates the findings of the

revenue sufficiency and rate model with the objective of developing a management tool in support of the annual budget process and rate evaluation requirements

COMPENSATION

Compensation shall be made to **CONSULTANT** on a lump sum basis (\$89,200). Project will be billed on a monthly basis.

FINANCIAL SUBCONSULTANT PROPOSAL

May 11, 2026

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

Subject: **Proposal to Provide 2026 Water Revenue Sufficiency and Rate Study**

Dear Mr. Reynolds:

Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to submit this proposal to provide utility rate and financial consulting services (the “Proposal”) to the Town of Jupiter (the “Town”) with respect to the preparation of a water system revenue sufficiency and rate study (the “Project”). Based on our discussions with the Town, the Project would consist of i) conducting a detailed revenue sufficiency analysis to determine the availability of rates to meet the projected revenue requirements of the water system, including the loss of outside city surcharge revenues pursuant to HB 1451 from the 2026 legislative session for the period of Fiscal Year 2026 through Fiscal Year 2031; ii) calculation of miscellaneous charges for tap fees, meter fees, hydrant meter charges, and other related fees (excluding capacity fees and AGRFs); and iii) development of a new 30-year master plan funding financial forecast model. Also, it is our understanding the Town has not performed a comprehensive rate study since 2006.

Based on our discussions and our understanding of the Project, Raftelis proposes the following:

Project Team and Billing Rates

With respect to the performance of this engagement, Mr. Joe Williams will serve as the project manager for the engagement will serve as the primary contact with the Town. Other financial analysts and administrative personnel for the firm may be utilized during the course of the engagement as needed. Please see Attachment A for a summary of the personnel by title and billing rates for Raftelis staff that may be utilized during this engagement which is made part of this Proposal.

Scope of Services

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Proposal.

Compensation and Billing

The compensation for this Project will be established at a total amount of eighty-six thousand seven hundred dollars (\$86,700). The project budget is a lump sum amount that will be billed as a percentage complete on a

monthly basis. The issuance of a Purchase Order by the Town which references the scope and terms of the engagement as delineated in the Project will serve as notice to Raftelis of the Town's acceptance of our proposal to provide water rate financial consulting services.

This contract budget includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis would notify the Town in writing for approval prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

Project Schedule

Upon notification to proceed by the Town, Raftelis anticipates completing the services identified in this agreement within 150 days for subsequent presentation to the Town Council. Raftelis' ability to meet the schedule will depend upon the availability of information, along with Town staff during the interview process, being made available by Town which will be necessary to complete the project.

After completion of the revenue sufficiency and rate study analysis, Raftelis will prepare an updated water system 30-year financial forecast model that incorporates the findings of the revenue sufficiency and rate model with the objective of developing a management tool in support of the annual budget process and rate evaluation requirements.

Disclosure

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the Town should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the Town will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the Town. If the Town decides at some future date to issue debt, then at that time the Town will need to engage

an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the Town's credit rating at the time of issuance. At that time, Raftelis can also provide additional assistance to the Town and its Financial Advisor related to a specific bond or debt issue, such as preparing a bond financial disclosure report or financial forecast for inclusion in bond offering or loan documents, without requiring additional oversight or supervision by the Financial Advisor.

By signing this engagement letter indicating its approval and acceptance of the proposed scope of work and fees, the Town is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

We appreciate the opportunity to submit this Proposal to the Town to provide utility rate and financial consulting services on behalf of its water system. If this Proposal, including the cost estimate and Scope of Services, is acceptable to the Town, please provide the necessary contractual documents accepting the terms and conditions for providing the utility and financial consulting services to the Town as identified in this Proposal. As previously mentioned, the executed agreement will serve as our notice to proceed on the Project for the Town which also assumes that the Town has accepted the terms and conditions of our Proposal.

Thank you for including Raftelis as part of the Town's financial team on behalf of the water system and we look forward to working with the Town and its Water Department and you in the near future on the Project.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Joe Williams
Vice President

ATTACHMENT A

**TOWN OF JUPITER
FISCAL YEAR 2026 WATER REVENUE SUFFICIENCY AND RATE STUDY**

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT HOURLY LABOR RATES

Project Team Title	Direct Labor Hourly Rates
Chief Executive Officer / President	\$475
Executive Vice President / Senior Principal	\$425
Senior Vice President	\$400
Vice President	\$375
Senior Manager	\$340
Recruiter	\$310
Principal / Senior Advisor	\$310
Manager	\$295
Senior Consultant	\$260
Consultant	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Analyst	\$150
Administration	\$100
Technology/Communications Charge	\$10

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In house)	\$0.05 per Page
Reproduction (Color) (In house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals – Not to exceed per Raftelis Employee	\$10.00 – Breakfast \$15.00 – Lunch \$30.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

ATTACHMENT B
TOWN OF JUPITER
FISCAL YEAR 2026 WATER REVENUE SUFFICIENCY AND RATE STUDY
SCOPE OF SERVICES

The following is a summary of the scope of services and corresponding tasks to be performed by Raftelis Financial Consultants, Inc. (Raftelis) in development and completion of the Fiscal Year 2026 Water Revenue Sufficiency Analysis, miscellaneous fee update, and including the development of a new 30-year financial forecast model (the “Project”). The Project will encompass the development of a revenue sufficiency analysis which will evaluate the ability of water system revenues to meet the expenditure and funding requirements identified for the System. The evaluation will encompass a six (6) fiscal year period which includes the current budget year (Fiscal Year 2026 and referred to as the “Test Year”) and the five fiscal years through 2031 (the “Study Period”). The results of the rate analysis will be incorporated into the development of a 30-year financial forecast model to allow the Town to continue to monitor the projected fiscal position, the ability to fund the capital needs of the water system, and projected rate adjustments to be applied uniformly to the rates in service.

The following tasks shall be performed during this phase of the Project:

Task 1 – Kickoff and Data Acquisition / Compilation Review: A detailed data request will be prepared for the Town to compile specific information relative to the operation of the System, including, but not limited to, customer billing and sales statistics, the adopted Fiscal Year 2026 operating budget and any preliminary Fiscal Year 2027 budget documents, the latest cost estimates for the multi-year capital improvement program, fund (cash) balances, utility rate ordinances / resolutions, finished water production data, utility service and development agreements, ordinances and policies, debt repayment schedules and corresponding loan documents, and other similar information. Raftelis will attend one (1) on-site meeting with Town staff to obtain direction and guidance on issues and objectives of the study and to collect and review information associated with the rate evaluation.

Task 2 – Customer Statistics Compilation and Billing Frequency Analysis: Based on data provided by the Town, Raftelis will prepare a trend analysis of the water customers and metered or billed water sales for up to five (5) years ended September 30, 2025 (defined as the “Historical Period”); subject to data availability (must be in an Excel electronic format). Raftelis will also prepare a trend analysis for the same period for the finished water production requirements. The purpose of this trend analysis is to analyze anticipated service area needs, changes in the overall capacity needs of the respective System facilities, to reconcile the customers served and the associated demands of such customers to the rate revenues received for service.

Included in the historical compilation of the customer statistics will be the development of a detailed billing frequency analysis for the Fiscal Year 2025 to identify water use / sales by water consumption

block / rate attribute (for metered water customers) and the determination of System rate revenues to be derived from existing [adopted] and recommended rates. Accordingly, Raftelis will work with the Town to obtain utility billing data on a “per account” basis to develop a billing frequency analysis to identify water use per consumption block. Raftelis will test the billing data by performing a reconciliation analysis to the reported revenues for validation and reliability; the billing and rate relationships will form the basis for the development of the utility service rate revenue forecast (Task No. 3). The information required to perform this task will need to be produced by the Town from data contained within its Utility Billing System. The information to be provided by the Town must be in an excel format which reconciles to the utility revenues billed for water utility service. Information will include, but not be limited to, the following customer attributes:

- Account number, customer name, and service address
- Customer class designation
- Location of customer (inside or outside the Town)
- Meter size serving customer premise or indication that premise is not metered, if any
- Billed water consumption per billing period (on a monthly basis for all customer classes)
- Water Rate Revenue Billings (by individual rate structure component)
- Number of units being served (behind the meter) for all master-metered residential accounts.

Raftelis will attend two (2) virtual meetings with the Town staff to discuss the data needed for the study and any compilation / availability issues in order obtain the required customer statistical information.

Task 3 – Development of Customer Usage Forecast: Based on customer statistical information provided for the Historical Period and the billing frequency analysis, and discussions with Town staff, Raftelis will develop a customer and sales forecast by individual water customer class for the Study Period. The forecast will be developed an individual class basis consistent with the existing billing parameters and based on data availability.

Task 4 – Development of Revenue Projections from Existing Rates: This task involves the development of a projection of utility rate revenues for the Forecast Period from existing rates recognizing: i) the results of the customer and sales forecast performed in Task 3; and ii) the Town’s existing rates for service. Additionally, this task will involve a rate-revenue “reasonableness” test (reconcile model results to reported amounts on the Town’s Test Year financial statements) to ensure that the revenue model and billing determinants are reasonable relative to the modeling process. This task will also involve the projection of other operating revenues and interest income earned on fund balances maintained by the Town for the water system. The impacts to the water system from HB 1451 from the 2026 legislative session will be evaluated as part of this task.

Task 5 – Development of Operating Expense Projections: This task involves the development of the estimated amount of operating expenses required to be funded from water rates for the Study Period. This task will be performed in sufficient detail to: i) recognize the primary expenses incurred by department; ii) assist in the projection of expenditures for the applicable Study Period; and iii) recognize changes in operating costs due to changes in regulatory requirements, utility operations and the implementation of the capital improvement program. The projection of Operating Expenses will be based on recent historical trends and changes in cost of providing service, estimates provided by the Town as it relates to ongoing operations, and changes in operation due to new regulations or the implementation of the capital improvement plan, and the recognition of inflationary allowances for the general cost of operations. The operating expense analysis will be performed to identify the net revenue margins of the water system that is critical in meeting the debt compliance requirements of the water system as well as identification of fund availability for repayment of existing and any future debt and capital funding (primarily associated with re-investment into the System for renewals and replacements). Finally, other operating expenses such as inter-fund transfers, administrative allocations, contingency reserves, insurance needs, and other expenses will be evaluated to ensure that rates are designed for the full recovery of costs.

Task 6 – Capital Improvement Funding Analysis: This task involves an update to the target deposit to the Renewal and Replacement Fund from annual rates of the System. The analysis will be based on an asset service life stratification (e.g., 1 – 10-year service lives, 11 – 20 -year service lives, etc.) a review of the Town’s current 30-year capital improvement program related to renewal and replacement – related expenditures and any master plan projects as prepared by the Town’s consulting engineers regarding the condition of and overall needs of the System and the performance of a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for the Forecast Period. A detailed 6-year capital funding program will be developed in the revenue sufficiency model.

Task 7 – Other Revenue Requirement Identification: To meet the financial obligations of the water system, Raftelis will review the financial aspects and position from a credit perspective in order to potentially recognize other revenue requirements that may need to be allocated or included in the rate analysis. This task will include assistance in the development of fiscal policies in terms of working capital maintenance, the funding of capital or maintenance reserves, debt coverage and debt limit targets, and the recognition of any other transfer requirements that may be associated with the System.

Task 8 – Compliance Analysis: This task will be conducted to satisfy the rate covenant requirements and the flow of fund requirements as defined in the outstanding loan documents secured by the Town on behalf of the water system. As part of this task, Raftelis will update “management dashboard” to allow for the review of the financial position of the utility and the ability to perform sensitivity analyses in order to finalize the financial forecast. Raftelis will work with the Town to identify or update financial performance targets that will provide guidelines and support for the financial forecast and the development of total cost recovery strategies (such as debt service coverage ratios and reserve fund levels which the Town may deem necessary).

Task 9 – Development of Net Revenue Requirements and Rate Impact Analyses: Based on the aforementioned tasks, Raftelis will prepare a summary of the total net revenue requirements of the water system and the accompanying average utility system rate impact requirements for each fiscal year of the Study Period. Tasks 3 through 8 assumes the attendance of five (5) virtual off-site meetings to review cost allocations, assumptions, study progress, and to develop cost recovery requirements and financial strategies with the Town staff.

Task 10 – Rate Comparisons with Other Utilities: Raftelis will prepare comparisons of the existing Test Year 2026 and Fiscal Year 2027 water rates with the current rates of other neighboring or similar utilities. This will provide an indication to the Town of the rate levels charged by others in relation to the existing and proposed rates of the Town.

Task 11 – Miscellaneous Fee Update: Raftelis will review the miscellaneous service charges and fees including tap fees, meter fees, hydrant meter charges, and other related fees (excluding capacity fees and AGRFs).

Task 12 – Documentation of Net Revenue Requirements Analysis: Raftelis will prepare a technical memorandum or report documenting all of our analyses, assumptions, and considerations of the Project for review by Town staff. Raftelis will attend one (1) on-site meeting to present the revenue requirements and recommended rates identified for the Forecast Period to the Town Manager, Utility Department, and Financial Department management. Subsequent to the meeting, Raftelis will finalize the revenue sufficiency and rate study report.

Task 13 – Presentation to Town Council: Raftelis will attend one (1) on-site meeting with the Town Council to present the results of the Fiscal Year 2026 water revenue sufficiency and proposed rate analysis. Raftelis will prepare a power point presentation documenting the analyses, findings, and recommendations for the Project for presentation to the Town Council.

Meetings to Perform Revenue Sufficiency and Rate Analysis (Tasks 2 through 13): During the course of the preparation of the revenue sufficiency and rate study analysis it is anticipated that Raftelis will attend a total of three (3) on-site meeting and six (6) off-site virtual consisting of:

- One (1) on-site meeting with Town staff to kick-off the study and to identify issues and data needs;
- One (1) on-site meeting with staff to present preliminary / recommended study results for comment and acceptance;
- One (1) on-site public hearing to present the results of the revenue sufficiency study to the Town Council; and
- Seven (7) virtual off-site meetings to initiate the study and to review assumptions, review the capital improvement plan and corresponding funding analysis, present preliminary analyses and proposed / recommended water rates to Town management and staff, discuss the proposed rate resolution, and to discuss study progress.

Attendance of any meetings above what is contemplated in the scope of services will be considered as an additional service.

For the purposes of developing the contract budget, an allowance of eight (8) hours per Raftelis employee was recognized for the attendance of on-site meetings at the Town and an allowance of one (1) hour per Raftelis employee was recognized for the attendance of off-site teleconference or virtual meetings with Town.

Task 15 – Model Update: Subsequent to the completion of the revenue sufficiency and rate study, Raftelis will work together with the Town to construct a new 30-year planning model that incorporates the findings of the study and the Town’s water master planning efforts. The following services will be performed:

1. Attend on-site interview with staff to identify key components and analyses of the current model, discuss the new model’s structure for the revenue sufficiency analysis-component of the study, areas of concern, and overall information / analytics flow within the model, management dashboard presentation, and preservation of historical data (may be in different format).
2. Prepare new model reflecting the following modules:
 - Initiate primary assumptions module and input assumptions as other modules are prepared
 - Prepare Customer / ERC / Finished Water and Water Sales forecast module
 - Prepare Rate Revenue module
 - Prepare Operating Revenues and Capital Charge revenue module
 - Prepare Operating Expense module
 - Prepare Capital Improvement Plan and funding module (include expenditures on a cash flow basis)
 - Prepare Revenue Requirements and rate sufficiency analysis module
 - Prepare Cash flow and fund balance analysis by fund / account module
 - Prepare Financing and Debt Repayment Module
 - Prepare Rate Input / Customer Bill impact / Management Dashboard module
 - Input financial history in model (discuss with Town since format may change)
3. Raftelis will attend one-on-site working group meeting with the primary “Town model users” to present the initial model structure and develop the inputs, including assumptions, to the model in order to understand how the model is structured and used. Raftelis will update the model logic based on the results of this meeting and deliver the final model to the Town for their future use.

Town Staff Assistance

As with any major study performed for a public utility, the staff will be called upon to assist Raftelis to complete the engagement on a timely basis. The following is a list of the activities anticipated to be provided by the Town:

1. The gathering of specific customer, operational and financial data and information associated with the Project
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Town
3. Assisting in the formulation of policy decisions relative to expenditures to be included in the rate evaluation and the allocation of costs to the individual utility systems. An example would be the prioritization of capital improvement projects
4. Assisting in public relations program, scheduling of the Town Council meetings, and communication of the “political” aspects of the Project
5. Performing a general review and providing comments relative to the results of our analyses and reports to the Town, and
6. Assistance by the Town’s legal counsel and Town staff to codify any revisions to the utility rate resolution based on the recommended study results.

Additional Services

During the study, the Town may request additional services relative to the performance of the rate evaluation which would result in the performance of additional services by Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the parties. Regarding additional services that would be billed by Raftelis, all invoices for additional services will be based on the hourly rate schedule of Raftelis members as identified in this Proposal. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings with Town staff, Town committees or interested parties, or public hearings with the Town Council in addition to what is contemplated in the scope of services.
2. The derivation of rate design alternatives which are not contemplated in the scope of services.
3. Services required to extend the rate evaluation period beyond the Study Period and the financial forecast beyond a thirty-year planning period.
4. Review and design of other existing or new ancillary or miscellaneous service charges.
5. Delays in the Project schedule, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

6. Providing ongoing model update and support services as may be required after completion and delivery of the model to the Town; it is recognized that the model may need adjustment as conditions change and changes in service occur in the future

To the extent additional services are performed by Raftelis for this Project but the total cost of the study, including the additional services, does not exceed the allocable Raftelis cost budget for the study, no additional services will be billed to the Town.

Deliverables

The following deliverables shall be provided to the Town during the term of the Project:

- Information Request in support of data compilation activities
- Revenue Sufficiency and Rate Study Report or technical memorandum documenting analyses for the Project
- Presentation Documents for presentation of findings and report recommendations to Town Council
- New Financial Forecast model for use by the Town.

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1
2 An act relating to utility services; amending s.
3 180.19, F.S.; requiring that a new agreement, or an
4 extension, renewal, or material amendment of an
5 existing agreement, made by a municipal utility to
6 certain entities to provide certain utility services
7 at retail be in writing; requiring that certain public
8 meetings be held as a condition precedent to the
9 effectiveness of a new or extended agreement under
10 which a municipality will provide specified utility
11 services in other municipalities or unincorporated
12 areas; specifying requirements for such public
13 meetings; requiring that rates, fees, and charges
14 imposed for water or sewer utility services comply
15 with specified provisions; requiring a representative
16 from certain municipalities to annually conduct public
17 customer meetings; providing requirements for such
18 meetings; defining the terms "appointed
19 representative" and "governing body"; amending s.
20 180.191, F.S.; revising provisions relating to
21 permissible rates, fees, and charges imposed by
22 municipal water and sewer utilities on consumers
23 located outside the municipal boundaries; authorizing
24 a municipality to continue to impose a surcharge on
25 certain consumers for a specified purpose; requiring

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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the phase-out of such surcharges by the earlier of a specified date or the retirement, expiration, or refinancing of the applicable debt obligation; creating s. 180.192, F.S.; requiring municipalities that provide specified utility services to report certain information by a specified date, and annually thereafter, to the Florida Public Service Commission; providing requirements for such information; providing penalties; requiring the commission to compile such information and submit a report by a specified date, and annually thereafter, to the Governor and the Legislature; authorizing commission jurisdiction over specified utilities; providing construction; preempting to the state the subject of a regional utilities authority; providing a declaration of an important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) is added to section 180.19, Florida Statutes, to read:

180.19 Use by other municipalities and by individuals outside corporate limits.—

(3) (a) A new agreement, or an extension, renewal, or material amendment of an existing agreement, to provide

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51 electric, water, natural gas, or sewer utility service by a
52 municipality to any other municipality or the owners or
53 association of owners of lots or lands outside of its corporate
54 limits or within the limits of any other municipality at retail
55 must be in writing. Such agreement may not become effective
56 before an appointed representative of the municipality that
57 provides the service or intends to provide the service, in
58 conjunction with the governing body of each municipality and
59 unincorporated area served or to be served, has participated in
60 a public meeting. Such meeting is not required to be a separate
61 public meeting, but it must be held within each municipality and
62 unincorporated area served or to be served for purposes of
63 providing information and soliciting public input on:

64 1. The nature of the services to be provided or changes to
65 the services being provided;

66 2. The rates, fees, and charges to be imposed for the
67 services provided or intended to be provided, including any
68 differential with the rates, fees, and charges imposed for the
69 same services on customers located within the boundaries of the
70 serving municipality, the basis for the differential, and the
71 length of time that the differential is expected to exist;

72 3. The extent to which revenues generated from the
73 provision of the services will be used to fund or finance
74 nonutility government functions or services; and

75 4. Any other matter deemed relevant by the parties to the

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76 agreement.

77 (b) Rates, fees, and charges imposed for water or sewer
78 utility services provided pursuant to subsection (1) must comply
79 with s. 180.191.

80 (c) A representative of each municipality that provides
81 electric, water, natural gas, or sewer utility services pursuant
82 to subsection (1), in conjunction with the governing body of
83 each municipality and unincorporated area in which it provides
84 services, shall annually conduct a public customer meeting. Such
85 meeting is not required to be a separate public meeting, but
86 must be held within each municipality and unincorporated area
87 for purposes of soliciting public input on utility-related
88 matters, including fees, rates, charges, and services.

89 (d) As used in this subsection, the term:

90 1. "Appointed representative" means an executive-level
91 leadership employee of a municipality, or of such municipality's
92 related and separate utility authority, board, or commission,
93 specifically appointed by the governing body to serve as its
94 representative for the purposes of this subsection.

95 2. "Governing body" means:

96 a. A governing body of a municipality in which services
97 are provided or proposed to be extended; or

98 b. A board of county commissioners of a county in which
99 services are provided or proposed to be extended, if services
100 are provided or proposed to be extended in an unincorporated

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area within the county.

Section 2. Subsection (1) of section 180.191, Florida Statutes, is amended to read:

180.191 Limitation on rates charged consumer outside city limits.—

(1) Any municipality within this ~~the~~ state operating a water or sewer utility outside of the boundaries of such municipality shall charge consumers outside the boundaries rates, fees, and charges determined in one of the following manners:

(a) It may charge the same rates, fees, and charges as consumers inside the municipal boundaries. ~~However, in addition thereto, the municipality may add a surcharge of not more than 25 percent of such rates, fees, and charges to consumers outside the boundaries.~~ Fixing of such rates, fees, and charges in this manner may ~~shall~~ not require a public hearing except as may be provided for service to consumers inside the municipality.

(b) It may charge rates, fees, and charges that are just and equitable and which are based on the same factors used in fixing the rates, fees, and charges for consumers inside the municipal boundaries. ~~In addition thereto, the municipality may add a surcharge not to exceed 25 percent of such rates, fees, and charges for said services to consumers outside the boundaries. However, the total of all~~ Such rates, fees, and charges for the services to consumers outside the boundaries may

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126 ~~shall~~ not be more than 25 ~~50~~ percent in excess of the rates,
127 fees, and charges ~~total amount~~ the municipality charges
128 consumers served within the municipality for corresponding
129 service. ~~No~~ Such rates, fees, and charges may not ~~shall~~ be fixed
130 until after a public hearing at which all of the users of the
131 water or sewer systems; owners, tenants, or occupants of
132 property served or to be served thereby; and all others
133 interested shall have an opportunity to be heard concerning the
134 proposed rates, fees, and charges. Any change or revision of
135 such rates, fees, or charges may be made in the same manner as
136 such rates, fees, or charges were originally established, but if
137 such change or revision is to be made substantially pro rata as
138 to all classes of service, both inside and outside the
139 municipality, a ~~no~~ hearing or notice is not ~~shall be~~ required.

140 (c) In addition to the rates, fees, and charges authorized
141 under this section, a municipality may continue to impose a
142 surcharge on consumers outside the municipal boundaries if the
143 surcharge was in effect before March 1, 2026, but only to the
144 extent necessary to comply with the terms of bond covenants in
145 effect as of July 1, 2024. Such surcharges must be phased out by
146 July 1, 2029, or upon the retirement, expiration, or refinancing
147 of the applicable debt obligation, whichever occurs earlier.

148 Section 3. Effective July 1, 2026, section 180.192,
149 Florida Statutes, is created to read:

150 180.192 Reporting requirements related to municipal

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utility service.—

(1) By January 1, 2027, and annually thereafter, each municipality that provides electric, water, natural gas, or sewer utility services outside of its municipal boundaries shall provide a report to the Florida Public Service Commission which identifies, for each type of utility service provided by the municipality:

(a) The number and percentage of customers that receive utility services provided by the municipality at a location outside the boundaries of the municipality;

(b) The volume and percentage of sales made to such customers, and the gross revenues generated from such sales;

(c) Whether the rates, fees, and charges imposed on customers that receive services at a location outside the municipality's boundaries are different than the rates, fees, and charges imposed on customers within the boundaries of the municipality, and, if so, the amount and percentage of the differential; and

(d) The percentage of revenues generated from the provision of utility services that were used to fund or finance nonutility government functions or services of the municipality, and the percentage of the municipality's nonutility budget that was funded by such revenues.

A municipality that fails to file the report required by this

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subsection is subject to the penalties provided in ss. 366.095
and 367.161.

(2) By March 31, 2027, and annually thereafter, the
commission shall compile the information provided pursuant to
subsection (1) and submit a report containing that information
to the Governor, the President of the Senate, and the Speaker of
the House of Representatives.

(3) Notwithstanding s. 367.171, the commission shall have
jurisdiction over all utilities identified in subsection (1) for
the limited purpose of enforcing the requirements of this
section. This section does not otherwise modify or extend the
authority of the commission provided by law with respect to any
municipal utility that is required to comply with subsection
(1).

Section 4. (1) The subject of a regional utilities
authority created by the Legislature through charter amendment
after January 1, 2023, is expressly preempted to the state.

(2) This section shall take effect upon this act becoming
a law.

Section 5. The Legislature finds and declares that this
act fulfills an important state interest.

Section 6. Except as otherwise expressly provided in this
act and except for this section, which shall take effect upon
becoming a law, this act shall take effect July 1, 2027.



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: June 6, 2026
To: Honorable Mayor and Member of Town Council
Thru: Frank Kitzerow, Town Manager
From: Scott Reynolds, Chief Financial Officer 
Re: Procurement Review – Rate Study proposal Hazen & Sawyer/Raftelis
Financial Consultant (WS2524B)

Upon review, the requested rate studies falls under the competitively bid continuing services contract with Hazen and Sawyer/ Raftelis Financial Consulting and complies with all procurement requirements of Section 287.055, F.S. for CCNA professional services. Contract WS2524B with Hazen and Sawyer/Raftelis Financial Consulting comply with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER

Approving the Purchase and Installation of Fire Station Alerting Hardware and Software



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approval for the purchase of station alerting equipment and installation for the Temporary Abacoa fire station at a cost of \$66,125.

EXECUTIVE SUMMARY

Staff requests the Town Council's approval to issue a purchase order for equipment, software, and installation of Locution station alerting for the Temporary Abacoa fire station. Single/sole source purchase notice was advertised on DemandStar for 15 business days from 09/19/25 to 10/10/25 in accordance with Section 287.057(3)(c) of Florida State Statutes. In compliance with the statute, no notifications were received from other vendors who could provide the alerting system. The original single/sole source advertisement was completed for the original purchase and installation of the systems for the Piatt and Cinquez stations that was approved by council on October 21, 2025.

Based on the quote provided as an attachment, the cost for the temporary fire station located at Abacoa Community Park is \$66,125.

ANALYSIS

In accordance with the Town's Procurement Policy, Locution has been selected as the single/sole source provider of hardware and software for station alerting that is connected to already established dispatch centers that will be used for Fire Rescue emergency response notification. Approval of this item will authorize staff to proceed with the purchase of the Locution system in the amount of \$66,125.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Locution Temporary Abacoa Station Quote
2. Locution Sole Source Letter
3. Single/Sole Source Notice
4. Procurement Memo

FUNDING SOURCE

Amount of this Request	\$66,125	
Amount Approved in Budget	\$450,000	Sources: CIP 31034022-552000-F2602 & 31034022-534000-F2602

For more information or copies of the attachments, please contact Michael DeStefano at michaeld@jupiter.fl.us or 561-741-2480.



1626 Cole Blvd, Suite 250
Golden, CO 80401
Voice: 303-301-7300 Fax: 303-384-9014

Customer : Jupiter Fire Rescue Department	Quote ID	JUPI-2605-ABACOATEMP-CORE
Contact: Michael DeStefano	Document Date	5/21/2026
Email: michaelde@jupiter.fl.us	Quote Expires:	6/12/2026
Phone: 561-741-2480		

1.0 Notes and Assumptions

Quoted:

Locution PrimeAlert IP add-on system (ties into existing Palm Beach County Fire & Rescue head-end system - the head-end system must be in place for this system to be fully functional). Quoted for:

Abacoa Temp
Station: Core

Customer must ensure that good network connectivity exists between the central server and all station PCs, in order for the system to be fully functional.

It is the Customer's responsibility to ensure 120V power exists within 6' of all Locution provided station enclosure(s), and amplifier(s).

Includes full installation.

Installation to be provided by Communications International

Part Num	Description	Qty	Unit Cost	Total
2.0 Station Software and Hardware				
2.1 Software (Standardized)				
SSL-STA	PrimeAlert Remote Client. Provides full functionality station audio dispatching	1	2,895	2,895
SSL-VSB-ST	PrimeAlert Remote Client add-on module for relay switching and advanced zoned audio/lighting (up to 10 devices)	1	2,195	2,195
2.2 Software (Custom/Interfaces)				
none defined				
2.3 Hardware - Basic				
LCPN34-CR	Control Panel, Core: includes dual power supplies, 12 relays, 12 optically isolated inputs, wire management, 120V surge-protection and isolation, with locked front panel door access.	1	4,580	4,580
MPCA	Station PC Assembly	1	1,695	1,695
LIAS30	Intelligent Audio Switch: Supplies Muting of up to 3 audio channels previously connected to P.A. Amp	1	795	795
RHL-RIA31	Radio Interface Unit - Active	1	995	995
TWIR-AV	Wire required per audio/visual/switch station requirements (if applicable)	1	1,360	1,360
(Subtotal \$9,425)				

2.4 Hardware - Audio				
MAMP-A03	Amplifier - Single 35W	1	574	574
TSPK-CL-BM	Speaker - Ceiling - Blind Mount	13	172	2,236
TAVC	Volume Control	7	91	637
	(Subtotal \$3,447)			

2.5 Hardware - Visual				
LNVI-H	Night Vision Illuminator LED - Wall or Ceiling Mount - Horizontal*	8	169	1,352
	* requires SSL-VSB software module (see component allowances under SSL-VSB descrip).			
	(Subtotal \$1,352)			

Subtotal (Station) \$19,314

3.0 Integration (none defined or not applicable to this Quote/Price List)

4.0 Services

Project Management

PMGNT	Project Management	1	3,300	3,300
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Installation

INSTF	Installation	1	43,511	43,511
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Subtotal (Services) \$46,811

5.0 Totals (Categorized by Software, Hardware, Services)

Software	\$5,090
Hardware	\$14,224
Services (excluding any defined installation)	\$3,300
SubTotal (w/o install, maint, options)	\$22,614
Installation	\$43,511
Subtotal	\$66,125
Tax	Assumed no tax
Total (US Dollars)	\$66,125

6.0 Support Maintenance Costs

Note: Maintenance is not included in the total price & begins after the 1 Year Warranty Period has ended. Does not include Server Hardware in Support Maintenance Costs.

MAINT01	Includes annual maintenance for:	
	PrimeAlert Station Software Client	347
	PrimeAlert Station Software Client Add-ons (for Visual Devices)	263
	Locution Station Control Panel(s)	458
	Intelligent Audio Switch(es)	95
	Radio Interface Unit(s)	119
	Amplifier(s)	69
	Speaker(s) / Volume Control(s)	345
	LED Lighting (switched)	162
	Subtotal (Annual Maintenance)	\$1,858



1626 Cole Blvd., Suite 250
Golden, CO 80401
303 301 7300
www.locution.com

August 18, 2025

Jupiter Fire Rescue
210 Military Trail
Jupiter, Florida 33458

To Whom It May Concern:

This is to confirm that Locution Systems, Inc. of Golden, Colorado, is currently the only manufacturer, distributor, retailer, or provider of an automated voice dispatching system that provides digitally recorded, complete word and phrase-based human voice automated dispatch messages. This system meets the advanced requirements for Fire and EMS emergency dispatching, including no dependence on cloud availability. This automated alerting technology has been developed by Locution specifically for alerting and dispatching Fire and EMS station personnel.

Keys to this technology, shared by no other station alerting system, are:

1. The system does not require an adaptation period to create a full dispatch announcement. This is because it is word and phrase-based human voice. The voice database is stored at each station and the communication center for redundancy and speed.
2. The system is the only such system that provides full dispatch announcement understandability to the high level required by Fire/EMS departments that is not cloud based. This is also due to it being word and phrase-based human voice.
3. The system is the only system that provides allowance for greater than 99% accuracy. Each street name, incident, and unit name are specifically run through a record/review process at Locution operations with a final review process at the department. Each element can be matched precisely to the required way it needs to be said, including special localized pronunciations.

All three points above: minimal interpretation lag with redundancy, very high understandability with no dependence on cloud availability, and high announcement accuracy are required for EMS and Public Safety Operations in order to help minimize response times and also minimize misunderstood dispatches. No other station alerting system provides all three of the above, a requirement for acceptable automated Fire and EMS dispatch operation. This connects to the already established dispatch center.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Neal", is written over a horizontal line.

Glenn Neal
President, Locution Systems, Inc.

**NOTICE OF INTENDED DECISION TO PROCEED
WITH SINGLE/SOLE SOURCE PURCHASE
NOTICE No. JFRD -2025-02**

This notice of intended decision to enter into a single/sole source contract is posted in accordance with Section 287.057(3)(c), Florida Statutes and will be posted for a period of 15 business days.

Project Scope/Scope of Work: Jupiter Fire Rescue Department has reason to believe that only a single/sole source meets the project scope for providing fire station alerting system used by fire departments and emergency services to quickly and efficiently notify crews of incidents. Locution Systems, Inc. is the exclusive developer, manufacturer, and provider of its proprietary PrimeAlert technology. This system utilizes unique hardware and software to offer a specific suite of features, including automated voice dispatch, zoned station alerting, and automated control of auxiliary station systems (e.g., lights, bay doors, gas stoves). These integrated functions are critical for ensuring the accuracy of dispatch information and improving emergency response times.

How/When to Respond: Any vendor who believes it can meet or exceed the above-referenced project scope is requested to provide information regarding the vendor's ability to perform the work. Please provide a written statement via email michaeld@jupiter.fl.us to the listed Procurement Writer (Deputy Chief Michael DeStefano) referencing the Notice Number for the specific procurement and containing convincing technical data or experience sufficient to support that belief. Responses must be received no later than **2:00 P.M. E.S.T. on October 10, 2025.**

Be Advised: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: June 6, 2026

To: Honorable Mayor and Member of Town Council

Thru: Frank Kitzerow, Town Manager

From: Scott Reynolds, Chief Financial Officer 

Re: Procurement Review – Procurement Review Memo– Single Source Purchase Order for equipment, software, and installation of Locution station alerting for the Temporary Abacoa fire station

After reviewing the documents associated with the request to issue a Single Source Purchase Order for equipment, software, and installation of Locution station alerting for the Temporary Abacoa fire station in the amount of \$66,125, I have found that the request meets all procurement requirements of Section 287.057(3)c, F. S.

This single source procurement complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Approving the Purchase of the Second Set of Personal Protective Equipment



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approving the Purchase of a Second Set of Personal Protective Equipment (PPE) from Bennett Fire Products Co., Inc, in the Amount of \$472,125.

EXECUTIVE SUMMARY

On October 21, 2025, Town Council authorized the purchase of the first set of PPE, using a multi-year contract from Lake County, FL, Contract 22-730B, which is valid from August 1, 2022, to July 31, 2027. At that time, staff was going to program the purchase of the second set of PPE in FY2027. Now that JFRD has become fully staffed, staff is seeking authorization to utilize the \$500,000 in fire contingency funds to outfit all new firefighters with its second set of PPE in advance of the October 1, 2026 start date.

Purchasing a second set of turnout gear for firefighters is essential for their safety and operational effectiveness. This extra gear protects their health, ensures compliance with regulations, and maintains emergency readiness. Firefighting gear can become contaminated with harmful substances, so having a second set available when we begin service on October 1, 2026, allows for proper cleaning and repairs without taking firefighters out of service. This practice reduces prolonged exposure to dangers, supports cancer prevention initiatives, and ensures continuous access to compliant equipment.

ANALYSIS

Staff is requesting the Town Council's approval to advance the purchase of the second set of personal protective equipment in the amount of \$472,125, using contingency funds allocated in the FY2026 budget. Approval of this item will authorize the purchase according to the Lake County contract terms.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety
- Organizational Excellence

ATTACHMENTS

1. Bunker Gear Quote
2. Lake County Purchasing Contract
3. Procurement Memo

FUNDING SOURCE

Amount of this Request	\$472,125	
Additional Funding Requested	\$472,125	Sources: FY2026 Contingency 04534022- 599001

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

E Quotation
Bennett Fire Products Co., Inc.

May 15, 2026



www.BennettFireProducts.com

Div. Chief Kevin Martin
Town of Jupiter Fire Rescue
210 Military Trail
Jupiter, FL 33458

This price quote is valid until October 31, 2026

Discounts are in reference to Lake County, FL Contract 22-730B, expires July 31, 2027.

Contract information may be found at www.lakecountyfl.gov.

Globe Gxtreme 3.0 Jacket per Jupiter Fire Rescue specifications
2026 Corrected Retail Price - \$4,659.43 each
Lake County Price (44% discount) - \$2,609.28 each
Jupiter Price - \$2,329.72 each

94 jackets @ \$2,329.72 each – \$218,993.68 total

Globe GPS-IH Pant per Jupiter Fire Rescue specifications
2026 Corrected Retail Price - \$5,385.75 each
Lake County Price (44% discount) - \$3,016.02 each
Jupiter Price - \$2,692.88 each

94 pants @ \$2,692.88 each - \$253,130.72

Total for your order - \$472,124.40

Thanks for giving us the opportunity to serve you!

Terms: net 30 days

FOB Jupiter, FL. Prices include shipping charges
Terms: net 30 days, ***payment by check only*** with Lake County extended discount provided

Delivery: Globe Bunker Gear 75-90 days – at time of quotation, after receipt of order.

Danny Bennett, bennettfire@att.net, cell 770-402-9910

Local Account Representative –

Josh Vandegrift, jvandegrift.bennettfire@gmail.com, cell 404-747-2868

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**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 06/01/2022

MEETING DATE: 7/26/2022

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent Item

THRU:

ITEM ID: 18195

James Dickerson, Fire Chief

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Fire Equipment, Supplies, and Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend Approval:

1. Of Contracts 22-730A through 22-730K for Fire Equipment, Supplies, and Services to: All Safe Industries, Inc. (Louisville, KY), **Bennett Fire Products Company, LLC (Woodstock, GA)**, Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), and Ten-8 Fire Equipment, Inc. (Bradenton, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Invitation to Bid 22-730 to provide for fire equipment, supplies, and services on an as-needed basis. This bid replaces expiring vendor pool Contracts 17-0606A through 17-0606L.

Staff recommends award to the following pool of responsive and responsible vendors: All Safe Industries, Inc. (Louisville, KY), **Bennett Fire Products Company, LLC (Woodstock, GA)**, Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), Ten-8 Fire Equipment, Inc. (Bradenton, FL).

Fiscal Impact: The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	Various		\$1,100,000

Advertised Date:

Paper:

Attachments:

1.	22-730A_unex_All Safe Industries
2.	22-730B_unex_Bennett Fire
3.	22-730C_unex_Fisher Scientific
4.	22-730D_unex_Henry Schein
5.	22-730E_unex_Life Assist
6.	22-730F_unex_Medline Industries
7.	22-730G_unex_Municipal Emergency Services
8.	22-730H_unex_Municipal Equipment Co
9.	22-730I_unex_NAFECO
10.	22-730J_unex_Technical Rescue
11.	22-730K_unex_Ten 8 Fire

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 6/1/2022
Ron Falanga	Approved - 6/2/2022
Elizabeth Miner	Approved - 6/2/2022
James Dickerson	Approved - 6/2/2022
Thomas Carpenter	Approved - 6/2/2022
Todd Thornton	Approved - 6/2/2022
Allison Teslia	Approved - 6/3/2022
Melanie Marsh	Approved - 6/25/2022
Jennifer Barker	Approved - 7/1/2022
Misty Spahn	Final Approval - 7/1/2022

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 8/1/2025	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 13, 2025</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, Contracting Officer II Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.15 08:12:09 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>March 2, 2023</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) adds the following Manufacturer to agreement: Manufacturer: Veridian Fire Protective Gear Percentage Off List: 10% off retail price Freight Included: yes In Stock / Lead Time: 150 days after receipt of order Manufacturer's Website: www.veridian.net	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 27, 2023</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: <u>bennett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen</u> Print Name: <u>Bechtel, CPPB</u> Title: <u>Contracting Officer</u> Date: <u>Contracting Officer II</u> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.27 12:25:04 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



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

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

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

ATTACHMENTS:

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

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

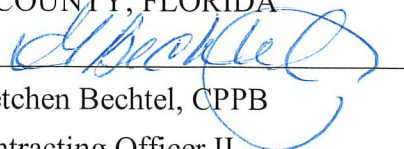
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

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

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

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

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

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



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

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

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

QUESTIONS/RESPONSES

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

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

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

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

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

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

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

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

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

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

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

QUESTIONS/RESPONSES

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

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

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

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

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

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

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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

1. SCOPE OF SERVICES

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

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

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

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

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

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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

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

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

4. REBATES AND SPECIAL PROMOTIONS

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

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

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

5. REPAIR SERVICES

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

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

5.3. Contractor shall be factory certified to service equipment.

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

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

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

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

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

5.5.1.4. Lump sum estimates are not acceptable.

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

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

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

6. TRAINING

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

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

F. Certificate holder must be:

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

P.O. BOX 7800

TAVARES, FL 32778-7800

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

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

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

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

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

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

Contractor: The Vendor to whom award has been made.

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

Proposal: Any offer submitted in response to a solicitation.

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

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

INSTRUCTIONS TO VENDORS

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

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

PREPARATION OF PROPOSALS

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

COLLUSION

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

PROHIBITION AGAINST CONTINGENT FEES

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

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

INCURRED EXPENSES

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

AWARD

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

GRANT FUNDING

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

STATE REGISTRATION REQUIREMENTS

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

PRIME CONTRACTOR

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

SUBCONTRACTING

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

DISADVANTAGED BUSINESSES

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

GENERAL CONTRACT CONDITIONS

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

GOVERNING LAW

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

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

CONTRACT EXTENSION

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

MODIFICATION OF CONTRACT

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

ASSIGNMENT

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

NON-EXCLUSIVITY

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

OTHER AGENCIES

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

CONTINUATION OF WORK

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

WARRANTY

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

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

COUNTY IS TAX-EXEMPT

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

SHIPPING TERMS, F.O.B. DESTINATION

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

ACCEPTANCE OF GOODS OR SERVICES

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

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

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

ESTIMATED QUANTITIES

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

PURCHASE OF OTHER ITEMS

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

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

SAFETY

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

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

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

MATERIAL SAFETY DATA SHEET (MSDS)

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

TOBACCO PRODUCTS

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

CLEAN-UP

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

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

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

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

TRUTH IN NEGOTIATION CERTIFICATE

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

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

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

RESPONSIBILITY AS EMPLOYER

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

MINIMUM WAGES

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

PRICE REDETERMINATIONS

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

INDEMNIFICATION

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

TERMINATION FOR CONVENIENCE

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

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

TERMINATION FOR DEFAULT

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

FRAUD AND MISREPRESENTATION

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

RIGHT TO AUDIT

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

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

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

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

PROPRIETARY/CONFIDENTIAL INFORMATION

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

PUBLIC RECORDS LAW

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

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

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

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

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

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

COPYRIGHTS

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

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

SOVEREIGN IMMUNITY

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

COMPLIANCE WITH FEDERAL STANDARDS

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

E-VERIFY

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

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

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

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

FORCE MAJEURE

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

NO CLAIM FOR DAMAGES

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

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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

For purchases of \$1 million or more:

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

ANTI-TRAFFICKING RELATED ACTIVITIES

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

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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

NOTICES

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

[The remainder of this page intentionally left blank]

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

1.0 TERM OF CONTRACT

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

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

2.0 PAYMENT

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

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

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

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

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

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

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

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

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

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

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

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

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

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

[The remainder of this page is intentionally blank]

<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.bennettfireproducts.com		
Warehouse Location(s):		Woodstock, GA		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Danny Bennett		
Email:		bennettfire@att.net		
Emergency Phone:		770-402-9910		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	www.us.msasafety.com
Cairns Bunker Gear custom	42.00%	10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%	30 days	yes	www.us.msasafety.com
Globe Footwear	31.00%	75 days	yes	www.us.msasafety.com
Cairns Helmets custom	25.00%	45 days	yes	www.us.msasafety.com
Cairns Leather Fronts	2.00%	45 days	yes	www.us.msasafety.com
Cairns Helmet Parts	2.00%	30 days	yes	www.us.msasafety.com
PGI Clothing custom	10.00%	3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories	2.00%	60 days	yes	www.pgi-inc.com
Firecraft Gloves	5.00%	10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags	2.00%	10 days	yes	www.firecraftsafety.com
Shelby Gloves	5.00%	1-2 months	yes	www.shelbyglove.com
Stanfield Lifeliner Hoods	2.00%	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: June 6, 2026
To: Honorable Mayor and Member of Town Council
Thru: Frank Kitzerow, Town Manager
From: Scott Reynolds, Chief Financial Officer 
Re: Procurement Review – Procurement Review Memo– Authorization to Piggyback of the Multi-year Lake County, FL Contract 22-730B

After reviewing the documents associated with the request to enter into a piggyback contract with Bennett Fire Products Co. Inc. from the Lake County competitively bid contract, I have found that the request meets all procurement requirements of F.S. 287.056.

This piggyback purchase complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER

Minicam Camera Inspection System



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a purchase order to Southern Sewer Equipment Sales, under the Sourcewell Cooperative Contract #080525-MNC, for a Minicam Camera Inspection System for an amount of \$122,043.

EXECUTIVE SUMMARY

Approval of a purchase order (PO) to Southern Sewer Equipment Sales ("Southern Sewer"), under the Sourcewell Cooperative Contract #080525-MNC, for an amount of \$122,043, is requested to purchase a Minicam camera inspection system for the Town's Stormwater Utility.

The Town's Stormwater staff is responsible for inspection and maintenance of nearly 97 miles of drainage pipe and over 5,500 Town-owned drainage structures. The requested portable camera equipment will enable Stormwater staff to conduct comprehensive interior inspections of drainage systems to assess conditions and identify deficiencies and plan repairs. The portable box skid style camera system is easily deployed from a utility truck bed. Purchase of the camera system will reduce costs and time associated with hiring outside contractors to perform the work, though outside contractors will still be used for large projects and where interior pipe cleaning is needed.

Southern Sewer is an authorized retailer for the Minicam portable camera inspection system through the Sourcewell Cooperative Contract #080525-MNC. The Sourcewell contract and Southern Sewer's quote of \$122,043 are provided as attachments. Provided this purchase order is approved on June 16, 2026, Southern Sewer has confirmed that delivery of the equipment to the Town will occur prior to September 30, 2026. Funding for the skid mounted camera system was included and is available in the Stormwater Enterprise FY2026 Operating Budget.

ANALYSIS

Approval of a purchase order to Southern Sewer Equipment Sales for an amount of \$122,043, is requested to purchase a Minicam camera inspection system under the Sourcewell Cooperative Contract #080525-MNC. This equipment will be used by Stormwater Utility staff to inspect Town-owned drainage systems for proactive maintenance. Town Council's approval of

this item will enable staff to purchase the equipment as described in the attached quote in accordance with the Town's Procurement Policy.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Southern Sewer Equipment Sales Quote
2. Sourcewell Cooperative Contract
3. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$122,043	
Amount Approved in Budget	\$ 65,000 \$ <u>57,043</u> \$122,043	Sources: 41050238-564001 (SW Field Equip) 41050238-546000 (SW R&M) Total

For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.

Southern Sewer

Mr. Rodney Carroll
Town of Jupiter
3131 Washington Street
Jupiter, FL 33458
Email: rodneyc@jupiter.fl.us
Copy: Mr. Shane Kreidler, email: shanek@jupiter.fl.us

June 2, 2026

Dear Mr. Carroll:

Southern Sewer Equipment Sales is pleased to provide the Town of Jupiter with a quote for a new Minicam camera inspection system from the Sourcewell contract #080525-MNC.

Minicam Basic Portable Build Complete

Command Module and Reel

- | | |
|---------|---|
| CCU208 | CCU – Camera Control Unit – Proteus: Digital Control Unit, Twin Joysticks, Crawler Cruise Control, MPEG4 Recording, JPEG Still Image Capture, Intuitive Hot Keys, SD Card and USB, Internal Battery for Viewing and Copying on the Move. Can be Run from Mains or directly from a Battery Bank. Serial RS232 and 2x Video Outputs. Wincan Embedded. |
| CRP140 | 140MM Proteus Crawler – Steerable 6-Wheel Drive, Motorized Lift Assy, Inclination Sensor, Tilt Sensor and SONDE Transmitter – for use in 6" to 24" Pipe Diameters – Includes Set of 6) 90MM Soft Rubber Tires. |
| CAM028L | Pan & Rotate Zoom Camera – 120X Zoom (10X Optical, 12X Digital) Powerful LED Lighting, Twin Lasers, Pipe Diameter Measuring Sensor, Auto/Manual Focus, Pressurized, Continuous Rotation, +/-135 Degree Pan, Pressure Rated to 1 Bar. |
| ACR350 | Synchronized Motorized Cable Reel for 1150' of Cable – Includes Cable. Fully Automatic Cable Reel that Holds 1) 1150'/350m of Cable, Self-Layering to Keep the Cable Neat and Tidy. Removable Drip Tray. Fully Synchronized with the Crawler for Hassle Free Pay Out and Retrieval. Comes Supplied with Joystick Bluetooth Remote Control. |

1-800-782-4134

SouthernSewer.com

VGP350	Fully Adjustable Cable Guide Roller for ACR350.
PKP03	Pressure Test Kit
TRP	Manhole Top Roller Assembly
CGP01	Cable Guide Pulley
LCP05-ACR	5M Link Cable – Proteus
PCC01	Accessory – Cradle Attachment for Minicam CRP140/150 Tractors, Centers Camera in Pipes up to 48"
Portable Box-Pickup	Build-Out – Skid Style Portable Box for Truck Bed, Includes Generator, Monitor, Washdown Station

Freight Included

TOTAL PRICE: \$122,043.00*

**This quote is valid for 90 days. Estimated delivery time before September 30, 2026, if purchase order is received by July 31, 2026.*

We appreciate the opportunity to provide the Town of Jupiter with this proposal. If you have any questions, please contact Jordyn Brock at (772) 882-8931.

Sincerely,

Lisa Ralston

Lisa Ralston
Administrative Assistant

4 TRACTOR
SIZES AVAILABLE



- 6 Pin Connector
- Automatic Elevator
- Build-In Inclinometer
- Built-In Lowering Arm
- Quick Change Wheel Lock
- Soft Rubber Wheels
- Build-In Multi-Frequency Sonde



CRP300

Reliable in challenging conditions.
Remotely operated motorized lift.

PIPE SIZES from 12"

CRP140

Sophisticated mid-size crawler.
Remotely operated motorized lift.

PIPE SIZES from 6"

CPL150S

Entry level mid-size crawler.
Preset manual lift.

PIPE SIZES from 5.5"

CRP90

Massive capabilities, small design.
Remotely operated motorized lift.

PIPE SIZES from 3.5"

PRECISION CAMERAS

BUILT FOR LONGETIVITY, THESE CAMERAS ARE RUGGED AND PRECISE. SECURED BY A ROBUST CONNECTOR AND ENGINEERED TO EXCEED YOUR OPTICAL STANDARDS



CAM027

Robust camera head with
3 ultra-bright LED light
clusters for optimum
illumination and scratch
resistant sapphire glass.



CAM026L

Continuous 360° rotation
and +/- 135° pan. Standard
distance sensor and twin
visible lasers to enabling
pipe diameter, defect &
object measurement.



CAM026

Continuous 360° rotation
and +/- 135° pan. Dual
Clusters of 3 ultra-bright
LED lights.



CAM028L

Optical and digital zoom
function to view distant
objects in much greater
detail. Continuous 360°
rotation and +/- 135° pan
and built-in twin lasers.

CABLE REELS

ALL OUR REELS FEATURE A CABLE LAYERING MECHANISM FOR UNINTERRUPTED, TANGLE-FREE PAY-OUT AND REWINDING



RMPL250

Sturdy, robust and built to withstand harsh environments. Minicam manual cable reels are compact, and easy to use. Highly portable and ideal for hard to reach remote locations.



RAP200/300

A powerful three phase motor designed for uninterrupted, tangle free operation. Feature rich for truck mounted use but also portable enough to use for remote inspections.



ACR350/500

Experience powered winding in both directions. Developed for the CCTV inspection van market, this fully automatic reel features an impressive 1150' or 1640' of cable.

**MASTER AGREEMENT #080525****CATEGORY: Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services****SUPPLIER: Minicam Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Minicam Inc., 12600 Newburgh Road, Livonia, MI 48150-1002 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on March 4, 2030, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080525 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services intended for the inspection, assessment, monitoring, or rehabilitation of pipes, pipelines, manholes, basins, tanks, and stations, including, but not limited to:
 - a. Video, acoustic, scope, and other imaging equipment;
 - b. Flow and leak testing, detection, and locating equipment and tools;
 - c. Related sensors and other monitoring equipment and technologies;
 - d. Underground infrastructure rehabilitation equipment; and,
 - e. Products, accessories, supplies, parts, technology, software, and services related to the offering of solutions in subsections 1. a. - d. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
 - ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined

herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under

this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the

Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:

Supplier Obligations to Participating Entities

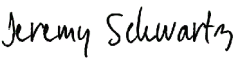
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

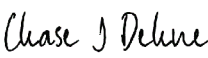
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Minicam Inc.

Signed by:

C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/27/2026 | 6:59 PM CST

Signed by:

CDC4640F907744C...
 By: _____
 Chase Dehne
 Title: President
 Date: 2/27/2026 | 1:25 PM CST

RFP 080525 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name: Minicam Inc

Does your company conduct business under any other name? If yes, please state: Minicam

Address: 12600 Newburgh Road
Livonia, Michigan 48150

Contact: Chase Dehne

Email: chase.dehne@minicaminc.com

Phone: 734-744-5557

HST#: FEIN - 92-2712196

Submission Details

Created On: Friday August 01, 2025 13:09:30

Submitted On: Friday August 01, 2025 21:41:01

Submitted By: Curtiss Homan

Email: sales@minicaminc.com

Transaction #: 04143b31-a9f4-49c7-a583-fcd37efd0377

Submitter's IP Address: 147.243.183.49

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	MiniCam Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	MiniCam Inc is the only entity supplying products on this proposal. There are no subsidiaries, D.B.A's or authorized affiliates included within this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	MiniCam Inc's Cage Code is 9WE26 and Unique Entity Identifier (SAM) is TVLXLWDDX1L5.	*
5	Provide your NAICS code applicable to Solutions proposed.	811210 - Electronic and Precision Equipment Repair and Maintenance-	
6	Proposer Physical Address:	MiniCam Inc. 12600 Newburgh Road Livonia, Michigan 48150-1002	*
7	Proposer website address (or addresses):	https://minicaminc.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	MiniCam Inc's Authorized Representative: Name: Chase Dehne Title: President Address: MiniCam Inc. 12600 Newburgh Road Livonia, Michigan 48150-1002 E-mail address: chase.dehne@minicaminc.com Phone: (734) 744 5557	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	MiniCam Inc's Authorized Representative: Name: Chase Dehne Title: President Address: MiniCam Inc. 12600 Newburgh Road Livonia, Michigan 48150-1002 E-mail address: chase.dehne@minicaminc.com Phone: (734) 744 5557	*

Vendor Name: Minicam Inc

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MiniCam Inc.'s Authorized Representative: Name: Justin Szurgot Title: Director of Sales Address: MiniCam Inc. 12600 Newburgh Road Livonia, Michigan 48150-1002 E-mail address: justin.szurgot@minicaminc.com Phone: 717-448-8440
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Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Minicam Inc. – Company Overview Minicam Inc., the North American arm of the Minicam Group, specializes in the sales, service, and support of advanced pipeline inspection and trenchless rehabilitation equipment. Headquartered in Michigan, Minicam operates through a network of regional facilities and authorized dealers across the United States and Canada. Established in April 2023 following the acquisition of Visual Imaging Resources (VIR), Minicam Inc. has expanded its capabilities and reinforced its commitment to delivering exceptional customer service and technical support. Divisional Structure: Inspection (Proteus): Sales and service of Proteus mainline and lateral tractor systems. Push Camera (SOLO PRO+ and Hathorn): Distribution and support of portable push camera systems. Trenchless (Dancutter & Sewertronics): Sales and support of Dancutter rehabilitation cutters and Sewertronics UV LED curing systems. Service Excellence: Minicam is recognized for its high-quality service and fast turnaround times, minimizing equipment downtime and maximizing operational efficiency. Market Presence: Minicam serves municipal and industrial markets across North America through direct sales and a growing dealer network. The current network includes: 80 Dealers: - 20 Proteus (crawler) dealers - 53 Hathorn dealers - 5 Sewertronics dealers - 2 Dancutter dealers - 6 Service Centers (5 U.S. & 1 Canada) (All operating across the U.S. and Canada) This network, supported by Minicam's dedicated sales and service teams, ensures comprehensive coverage and customer support throughout the region. Mission: Minicam is committed to providing world-class sales, service, and training, with a strategic focus on expanding its dealer network to enhance product accessibility and customer support across North America. MiniCam Core Values: 1. Purposeful Innovation We develop advanced technologies that deliver exceptional performance and value. 2. Integrity We act with honesty, ethics, and accountability—always following through on our commitments. 3. Customer-Centric Solutions We prioritize our customers by delivering products and services that exceed expectations, supported by tailored after-sales programs. 4. Commitment to Quality

Vendor Name: Minicam Inc

We manufacture durable, reliable equipment to the highest standards, driven by skilled and empowered employees.

5. Pride and Dedication
Our team is empowered to grow and contribute, fueling a passion for excellence that's reflected in every product and customer experience.

MiniCam Business Philosophy

Mission
To leverage our industry expertise and customer feedback to continuously innovate robust, user-friendly wastewater inspection and maintenance solutions for demanding environments.

Vision
To enhance field capabilities through smart inspection technology, helping prevent infrastructure issues and promoting safer communities—especially during natural disasters.

Strategy
We build a knowledgeable sales force and dealer network with full-service capabilities, including support, inventory, and rentals. Our team is thoroughly trained to be true MiniCam product specialists, capable of delivering expert demonstrations and support.

Market Approach
Our brand is promoted through industry-leading marketing and reinforced by rigorous training for all sales, service, and dealer personnel—ensuring a consistently exceptional customer experience.

MiniCam Beliefs

- Respect for all
- Transparent communication
- Honest and fair handling of mistakes
- Ownership and accountability
- Empowerment at every level
- Strong teamwork
- Continuous learning and improvement
- Opportunities for personal and professional growth

MiniCam's Legacy/Longevity in Underground Infrastructure Inspection and Rehabilitation

For over 25 years, MiniCam has been a trusted name in underground infrastructure inspection and rehabilitation equipment. Our commitment to quality and innovation ensures that every product is built for long-term, fault-free performance.

We take pride in our engineering excellence, supported by a team of seasoned professionals with decades of hands-on experience. Our engineers, technicians, and subject matter experts continuously refine our offerings to meet evolving industry needs.

MiniCam's strong relationships with customers, dealers, and partners—including our government SME partner, Aria CSS—have positioned us as consultants on major U.S. Government programs. We not only design and manufacture advanced equipment but also collaborate closely with stakeholders to drive continuous improvement across our products and operations.

Our flagship Proteus product line has been in global use for nearly 29 years, with other systems in service for over 17 years—testament to their durability and reliability.

Vendor Name: Minicam Inc

12	What are your company's expectations in the event of an award?	If awarded, MiniCam will actively promote the Sourcewell Program both internally and externally via our website, social media, trade shows, conventions, vendor and dealer events, and training sessions. Our dedicated team will host webinars and distribute marketing and training materials to staff, vendors, and dealers to ensure alignment and engagement. We view this potential partnership with Sourcewell as a strategic collaboration. Being selected as a Sourcewell vendor would present a significant opportunity to serve over 75,000 participating members and educate prospective members on the benefits of Sourcewell and its streamlined procurement process. Through the MiniCam-Sourcewell contract, we will deliver efficient, value-driven solutions to Sourcewell members. We are committed to leveraging platforms such as GovWin IQ and Aria CSS to reach and support participating entities (see attached: MiniCam_Marketing_&_Strategic_Sales – Aria CSS & GovWin IQ). Additionally, we aim to encourage eligible but non-participating customers to join Sourcewell and benefit from its extensive market expertise, competitive pricing structures, and collaborative procurement model.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial Strength and Stability Overview Since its inception, MiniCam has maintained a disciplined financial strategy focused on maximizing internal resources. With consistent ownership, low employee turnover, and strong internal governance, we have successfully funded our growth organically. As part of the Halma Group, we also benefit from access to extensive resources when needed. In 2024, MiniCam's revenue exceeded \$20 million, reflecting our continued upward trajectory. Our financial practices are conservative and responsible, emphasizing reinvestment in growth and product development. This approach has enabled us to operate without reliance on bank credit lines or external financing for contract execution or order fulfillment. Annual Revenue: 2022: \$8,000,000 2023: \$12,000,000 2024: \$20,000,000 (includes Hathorn acquisition) While net income has remained stable due to reinvestment, we anticipate long-term profitability as a result of this strategic growth. MiniCam's financial statements are independently reviewed and conform to standard accounting practices. We maintain strong financial ratios across all key metrics and consistently receive credit ratings above 90% from major agencies. Our supplier relationships are well-established, with negotiated terms typically ranging from Net 30 to Net 60, though we rarely utilize the full term. Our financial strength is further validated by third-party assessments, strong credit scores, and enduring relationships with financial and supplier partners. For a detailed overview, please refer to the document titled "Financial Strength" under item (1) on the Downloads page of this submission.

Vendor Name: Minicam Inc

14	What is your US market share for the Solutions that you are proposing?	MiniCam U.S. Market Share Overview MiniCam currently holds an estimated 5%–10% share of the U.S. market for the proposed solutions. Our strategic goal is to increase this to 15%–20% over the next four years. In key regions, our market penetration is notably higher: Michigan at 15%, Massachusetts at 20%, and approximately 15% across the broader New England area. States with established dealer networks and service centers show stronger performance, which is driving our focus on expanding these channels nationwide. Our government sector market share is significantly higher, supported by strong contracts, a dedicated sales team, and a growing reputation. Recent partnerships and rapid expansion over the past 12–18 months have contributed to this growth. The implementation of a new ERP system has enabled remote sales operations, allowing us to scale our team beyond traditional office boundaries. In addition to our manufacturing capabilities, our Sales Director has effectively leveraged relationships with partners and dealers to enhance responsiveness and customer service across the country. While our crawler product line has remained stable, the launch of our Trenchless division in 2024—featuring Dancutter and Sewertronics—has seen rapid growth. The addition of Hathorn has also been a key driver, with revenue increasing from \$2.6 million in 2020 to \$7 million in 2024.	*
15	What is your Canadian market share for the Solutions that you are proposing?	MiniCam currently holds an estimated 5% share of the Canadian market for the proposed solutions. In line with U.S. market trends, we anticipate this share will grow to 15–20% over the next four years. Canadian sales are around 3M for 2025 with about 50% municipal. We maintain a strong presence in Canada through a network of dealers and dedicated sales personnel. MiniCam actively engages with Canadian government procurement opportunities by responding to RFPs, RFQs, and solicitations across all levels of government. We subscribe to U.S. and Canadian bid platforms that provide access to procurement postings and contact information for participating agencies. If awarded a Sourcwell contract, we will leverage this network to expand our market presence through targeted marketing and sales outreach. A Sourcwell award would significantly enhance our ability to compete in the Canadian market, equipping our sales team with a valuable tool to streamline procurement discussions with government agencies. This would reduce purchasing friction and lower procurement costs for our clients. Additionally, our Sales Director is in active discussions with potential dealer partners to expand our sales, service, and warranty coverage. We are also recruiting new sales representatives to strengthen our presence in key regions. If awarded a Sourcwell contract, we plan to join Canoe to further support our Canadian growth strategy. Our current Canadian footprint includes one (1) outside sales representative in our Toronto Office, one (1) owned service & sales location in Markam, Ontario and dealer coverage in the following provinces: British Columbia – 2 dealers Alberta – 3 dealers Ontario – 2 dealers Nova Scotia – 1 dealer Saskatchewan – 1 dealer Quebec – 4 dealers Manitoba – 1 dealer (Refer to MiniCam_Participating_Dealer_List_2025 for the full list of dealers and vendors.)	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, MiniCam Inc has never petitioned for bankruptcy protection.	*

Vendor Name: Minicam Inc

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MiniCam is best described as a B) manufacturer. MiniCam is primarily a manufacturer with a global footprint and a strong presence across North America. - Operates five major manufacturing facilities worldwide. - Maintains five company-owned service centers and supports hundreds of authorized service and warranty centers across the U.S. - Offers mobile service in five U.S. states. - Supports a robust dealer network, including: - 20 Proteus (crawler) dealers - 53 Hathorn dealers - 5 Sewertronics dealers - 2 Dancutter dealers - 6 Service Centers (5 U.S. & 1 Canada) (All operating across the U.S. and Canada) - Partners with three OEM suppliers, collectively supporting over 175 participating dealers. Sales & Support Network - Combined sales force of 55+ professionals across the U.S. and Canada, including both MiniCam and dealer representatives. - Dealer sales personnel are licensed in their respective states and receive ongoing training—both in-person and online—on product updates and industry advancements. - MiniCam employs seven regional sales managers and partners with Aria CSS, specializing in government contracts and Sourcewell procurement. - All factory sales staff undergo continuous product and industry training. Customer Engagement & Service - MiniCam and its dealers collaborate closely with government agencies to ensure product specifications and performance meet customer needs. - On-site product demonstrations are available to allow prospective buyers to evaluate equipment firsthand. - Mobile service trucks are available in select areas for on-location repairs. - 24/7 phone support is provided for technical assistance. - A dedicated factory service team works in tandem with authorized repair centers and dealer service managers to deliver comprehensive support, including troubleshooting, warranty, and policy assistance.
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Vendor Name: Minicam Inc

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MiniCam Ltd holds all required licenses and certifications, as well as several additional credentials that reflect our commitment to quality, sustainability, and innovation. We received ISO 14001 certification in April 2025, demonstrating our commitment to systematic environmental management and continuous improvement in reducing our ecological footprint. Minicam Ltd is also an ISO 9001-certified company, reflecting our dedication to maintaining rigorous quality management systems. Our Salford site also completed its first EcoVadis assessment submission on 28 March 2025. This comprehensive evaluation examines our environmental practices, labor standards, ethical operations, and sustainable procurement efforts. We are awaiting the results, which will provide actionable insights to further strengthen our sustainability strategy. In May 2025, we achieved a Silver EcoVadis medal in the first assessment of our Minicam Ltd Salford site! This recognition is awarded to the Top 15% of companies assessed by EcoVadis in the 12 months prior to the medal issue date, reflecting the quality of our sustainability management system. EcoVadis is a globally recognized platform to assess the sustainability of companies in four key areas: Environment, Labour & Human Rights, Ethics and Sustainable Procurement. Our Sewertronics product line is dedicated to creating and developing innovative solutions that meet market needs. This commitment extends to ensuring worldwide legal protection for our inventions. As part of this policy, Sewertronics holds exclusive rights over various patent applications. Notable patents include EP16002230, EP16460093, EP17460001, and EP18382184, among others. Our patented technologies reflect our ongoing dedication to pioneering advancements in the field, reinforcing our position as a leader in the industry. Worldwide Patent Pending EP16002230 SpeedyLight+ UV LED system is protected by a family of patents claiming priority of patent application EP16002230 Worldwide Patent Pending EP18382184 WaterLight system is protected by a family of patents claiming priority of patent application EP18382184 Worldwide Patent Pending EP17460001 LEDRig products are protected by a family of patents claiming priority of patent application EP17460001 Worldwide Patent Pending EP19460048 QuickPatch products are protected by a family of patents claiming priority of patent application EP19460048 Additional Documentation: Other licenses and certifications, including Certificates of Insurance and state business registrations (MI, DE, MN), are detailed in the attachment under item (3) Related Certificates.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No "Suspension or Debarment" information has applied to our organization, MiniCam Inc., during the past ten years.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We received ISO 14001 certification in April 2025, demonstrating our commitment to systematic environmental management and continuous improvement in reducing our ecological footprint. Minicam Ltd is also an ISO 9001-certified company, reflecting our dedication to maintaining rigorous quality management systems. Our Salford site also completed its first EcoVadis assessment submission on 28 March 2025. This comprehensive evaluation examines our environmental practices, labor standards, ethical operations, and sustainable procurement efforts. We are awaiting the results, which will provide actionable insights to further strengthen our sustainability strategy. In May 2025, we achieved a Silver EcoVadis medal in the first assessment of our Minicam Ltd Salford site! This recognition is awarded to the Top 15% of companies assessed by EcoVadis in the 12 months prior to the medal issue date, reflecting the quality of our sustainability management system. EcoVadis is a globally recognized platform to assess the sustainability of companies in four key areas: Environment, Labour & Human Rights, Ethics and Sustainable Procurement.

Vendor Name: Minicam Inc

21	What percentage of your sales are to the governmental sector in the past three years?	65% of MiniCam's sales are to the governmental sector in the past three years. MiniCam's sales percentages are: • 60% State, Local, Municipal • 35% commercial • 5% Federal	*
22	What percentage of your sales are to the education sector in the past three years?	2% of MiniCams government sales are to education sector however with the additional of a Sourcewell contract we are hoping to increase that number.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	HGAC - \$750,000.00 BuyBoard - \$500,000.00 TIPS - \$1,450,000.00 Ohio STS - \$750,000.00 COSTARS - \$0 (Recently Awarded)	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	MiniCam does not currently hold a GSA Contract but we are in the process of preparing a submission to GSA for our products.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Rogers Water Utilities (Arkansas)	Johnny Lunsford	479-621-1142	*
West Sound Utility District	J.J. Johnson	360-876-2545	*
City of College Place	Wade Antle	509-520-1828	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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Vendor Name: Minicam Inc

26	Sales force.	Sales Organization Overview MiniCam's combined sales force—including our internal team and dealer network—comprises over 55 sales professionals across the U.S. and Canada. In North America, MiniCam employs 40 team members in North America, including: - 9 Sales Representatives - 6 Sales Support Specialists - 7 Service Technicians We also partner with Aria CSS, a government contracting specialist and our dedicated support team for public sector contracts, including Sourcewell. Sales Team Structure - 6 U.S. Territory Managers - 3 Product Sales Directors - 1 Canadian Territory Manager We have at each location internal Sales Support Staff for customer service and sales assistance. All factory sales managers are licensed in their respective states and are required to complete ongoing product and industry training. Sales & Service Locations Livonia, MI – Sales & Service Center Tyngsborough, MA – Sales & Service Center Lakeland, FL – Sales & Service Center Long Beach, CA – Sales & Service Center Groveport, OH – Sales & Service Center Dealer coverage includes: - 20 Proteus (crawler) dealers - 53 Hathorn dealers - 5 Sewertronics dealers - 2 Dancutter dealers 14 Canadian dealers 80 U.S. dealers Government Contracting Partner – Aria CSS 6 Sales Representatives: 3 in FL, 1 in CA, 1 in SC, 1 in OH with dealer locations in FL and OH. All sales personnel collaborate across dealer networks and internal teams, ensuring cohesive support and coverage throughout North America. For a detailed list of dealers and sales contacts, please refer to the attached document: MiniCam_Dealer_List_2025.
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Vendor Name: Minicam Inc

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	MiniCam's dealer network is independently owned and operated, comprising 80 dealers across the U.S. and Canada. We regularly evaluate dealer performance and expand the network as needed. In addition to our dealers, MiniCam has established strategic partnerships with Truck Equipment Manufacturers (TEMs), truck/chassis suppliers, and Aria CSS to support growth in government sales and enhance our truck-mounted inspection systems. Together with our vendor partners, MiniCam has a combined network of 175 authorized resellers across North America. We also maintain strong relationships with various body manufacturers and service centers throughout the U.S. and Canada. These facilities often stock vehicles and parts for our truck/trailer-mounted systems and provide service coverage in regions where we lack direct presence. Manufacturing & Service Footprint MiniCam operates seven manufacturing and service facilities—six in the U.S. and one in Canada—supporting equipment distribution, service, and repair. Dealer Coverage Includes: 20 Proteus (crawler) dealers 53 Hathorn dealers 5 Sewertronics dealers 2 Dancutter dealers 14 Canadian dealers 80 U.S. dealers Vendor & Partner Highlights: Aria CSS: Six sales representatives (3 in FL, 1 in CA, 1 in SC, 1 in OH) with dealer locations in FL and OH. TruckCorp: 38 U.S. dealers, 25 Canadian dealers, supported by 3 outside and 4 inside sales staff. MiniCam and its partners operate under mutual agreements that allow shared use of resources, dealer networks, and facilities for sales, service, warranty, and inventory management. For a full list of participating dealers and vendors, refer to the MiniCam_Participating_Dealers_List_2025.
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28	Service force.	MiniCam Service Network Overview MiniCam operates six company-owned Sales & Service Centers across North America: - Midwest – Livonia, MI - Massachusetts – Tyngsborough, MA - Florida – Lakeland, FL - California – Long Beach, CA - Ohio – Groveport, OH - Toronto – Markham, Ontario In addition to these facilities, MiniCam maintains a robust network of authorized service and warranty centers throughout the U.S. and Canada. Our OEM, TEM, and supplier partners also provide nationwide dealer representation, enabling service access for both MiniCam and OEM products at numerous locations. TruckCorp Network TruckCorp supports our products through 63 dealers across the U.S. and Canada. Chassis Supplier Agreements Our truck-mounted products can be serviced at any authorized Ford, Chevrolet, Dodge, or GMC dealership across North America. Service Coordination Customers requiring service at partner locations should first contact MiniCam. We will coordinate the visit, including a pre-negotiated rate and defined scope of work. Warranty & Service Locator MiniCam maintains a vetted list of authorized service centers in all sales regions. We are currently developing a website feature that will allow users to search for nearby service locations quickly and easily. MiniCam Service Network Overview MiniCam operates six company-owned Sales & Service Centers across North America: - Midwest – Livonia, MI - Massachusetts – Tyngsborough, MA - Florida – Lakeland, FL - California – Long Beach, CA - Ohio – Groveport, OH - Toronto – Markham, Ontario In addition to these facilities, MiniCam maintains a robust network of authorized service and warranty centers throughout the U.S. and Canada. Our OEM, TEM, and supplier partners also provide nationwide dealer representation, enabling service access for both MiniCam and OEM products at numerous locations. TruckCorp Network TruckCorp supports our products through 63 dealers across the U.S. and Canada. Chassis Supplier Agreements Our truck-mounted products can be serviced at any authorized Ford, Chevrolet, Dodge, or GMC dealership across North America. Service Coordination Customers requiring service at partner locations should first contact MiniCam. We will coordinate the visit, including a pre-negotiated rate and defined scope of work. Warranty & Service Locator MiniCam maintains a vetted list of authorized service centers in all sales regions. We are currently developing a website feature that will allow users to search for nearby service locations quickly and easily.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	• MiniCam Proposed Order Process: 1. MiniCam recognizes the direct impact that effective management of sales inquiries has on the number of resulting purchase orders. All sales inquiries made to MiniCam are welcomed by a friendly, customer focused, highly trained representative, with extensive product knowledge and outstanding customer service skills. 2. All Sourcewell specific sales inquiries made to MiniCam will immediately be handled by MiniCam's Sourcewell Representative and vetted. 3. Sourcewell specific sales inquiries made to dealers within MiniCam's dealer network will quickly be routed to territory managers and then directly to MiniCam's Sourcewell Representative. 4. MiniCams designated Sourcewell Representative will listen to the customers questions and comments with the intent of fully understanding the customer's needs. The Representative will also quickly identify whether the customer is a Sourcewell or Sourcewell-eligible Member. The Representative will provide the customer with accurate, complete information in response to the customers questions and comments and assist the customer in defining specific product options and various configurations that will comprehensively satisfy the customer's needs. 5. For customers that are identified Sourcewell Members, the Representative will then provide the customer with an appropriate quote, factoring in the customers product specifications and options, that is based on the most current Sourcewell contract price list. 6. Inquiring customers that are identified non-Sourcewell Members will be made aware of the benefits in becoming a Sourcewell Member and in using the Sourcewell Contract. The Representative will outline how the customer can become a Sourcewell Member, concisely explain using the Sourcewell contract, and educate the customer of proper procedures to follow when placing a Sourcewell order. 7. Upon receipt of a signed contract or valid purchase order, the Representative will review and compare the contract or purchase order with the original quote. If there are discrepancies between the contract or purchase order received and the original quote, the Representative will contact the customer. 8. The contract or purchase order becomes subject to Minicam's quality control protocols upon confirmation that all terms and conditions in the contract or purchase order and in the original quote match. The contract or purchase order will be processed in compliance with Minicam's procedure for processing orders, following the precise sequence of steps as enumerated in our procedure. 9. Minicam then processes the order and encodes it with the appropriate unique identifier assigned to the type of classification of the respective contract. Minicam organizes all contracts by type classification and differentiates between type classifications using the unique identifier that Minicam has assigned to each type of classification. Minicams contract type classifications include Commercial Contracts; State and Local Government Contracts; Sourcewell Contracts; etc. 10. The Sales Administrator creates a file for the individual contract and folder in the contract file where all documents pertaining to the individual contract will be stored. 11. The Sales Administrator uses Minicams ERP system and Contract Document Checklist to verify whether all necessary contract documents are on file. 12. The contract file is monitored by the Sales Administrator until all necessary contract documents are on file and verified through completion of the Contract Document Checklist. 13. The newly opened order is tracked in the ERP system and populates the data including budgets, due dates, customer information and will run quarterly reports for review to pay the Sourcewell Administration Fee on each order to be paid per quarter and reported. 14. Reseller Sales Process Reseller sales follow the standard internal process with one key difference: the reseller must complete the Reseller Form. Once completed, the form, along with the quote referencing the Sourcewell contract number and the customer PO, must be compiled into a single PDF and submitted to orders@minicaminc.com. Upon receipt, the order will be processed as usual. All reseller sales will be documented and included in the quarterly report used to calculate the contract fee. (See attached MiniCam_Reseller_Form)
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	MiniCam Customer Service Overview MiniCam is committed to delivering exceptional service and support across all warranty and repair processes. Our customer service policy ensures a response within 24 hours of initial contact. Within two business days of our first response, we will provide a proposed resolution plan tailored to your needs, prioritizing efficiency and cost-effectiveness. Recognized for our industry-leading service quality, MiniCam and our authorized dealers strive to minimize equipment downtime through fast, accurate diagnostics and repairs. Our skilled technicians conduct thorough inspections during equipment servicing, identifying wear and recommending necessary maintenance to keep your systems operating at peak performance. Service Options - Drop-Off Service: Visit either of our service centers. Please check our hours before arrival. - Advanced Booking: Schedule service in advance to better manage your workflow and reduce downtime. - Online Booking: Use our convenient online form to request service. A local team member will follow up promptly. - Courier Collection: We can arrange third-party courier pickup from your location to our service centers (fees apply; details available upon request). Our retermination and cable services help maintain your push rod and cable systems, ensuring reliability and reducing costly interruptions.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	MiniCam's full product line and support services are available to ALL Sourcewell participating entities in the United States. As mentioned above in previous answers we have positioned ourselves strategically in order to accomplish our willingness to provide our products and services to Sourcewell participating entities and also to market to non-sourcewell participating agencies so that they can become members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MiniCam is fully committed to serving Sourcewell participating entities across Canada. Our complete product line and support services are available to all Sourcewell members nationwide. We have strategically positioned ourselves to support Sourcewell participants and to engage with non-member agencies, encouraging their enrollment in the program. All Canadian transactions are conducted through direct sales involving MiniCam, our affiliate partners, OEM partners, or their authorized dealers, and the purchasing governmental entities. Our Canadian-based sales representatives and facilities actively respond to RFPs, RFQs, and public solicitations. We also subscribe to U.S. and Canadian government bid platforms, enabling us to submit proposals and access contact information for participating agencies. If awarded a Sourcewell contract, MiniCam will leverage this network to expand our market presence in both the U.S. and Canada. Strengthening our footprint in Canada is a key component of our long-term growth strategy, which is already underway. Key initiatives include: 1. Partnering with Canoe Procurement Group upon contract award. 2. Operating a Canadian manufacturing facility, service and repair locations, and a network of dealers. 3. Deploying in-house and field sales teams to serve all Canadian provinces and their respective agencies. We are actively pursuing new partnerships to further grow our Canadian presence. Our Director of Marketing & Dealer Sales is currently in discussions with additional dealers to support this expansion. To learn more or become a member, visit: https://canoeprocurement.ca	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	MiniCam is able and willing to fully serve all geographic areas of the United States and Canada through this proposed Contract, if awarded.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	MiniCam is able and willing to fully serve all Sourcewell participating entity sectors anywhere in the United States and Canada through this proposed Contract, if awarded.	*

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35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	MiniCam does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	MiniCam Marketing Strategy for Promoting Sourcewell Contract (Upon Award) 1. Public Announcement A formal press release and coordinated social media campaign will announce the contract award. 2. Contract Visibility - The contract will be listed on Compare Co-Ops and Pavilion, platforms commonly used by government agencies to locate cooperative contracts. - It will also be featured on GovWin IQ (refer to attachment: MiniCam_Marketing_&_Strategic_Sales – Aria CSS & GovWin IQ). 3. Dedicated Web Presence - A dedicated Sourcewell contract page will be created on MiniCam's website. - Dealer and vendor/partner sites will host mirrored pages to ensure consistent messaging. - A hyperlink to the contract will be embedded on MiniCam's government page, redirecting users to the Sourcewell landing page and contracts section. - A mock-up of this page is provided (see Marketing_Sample_Webpage), showcasing Sourcewell membership benefits through visuals and embedded videos. 4. Sourcewell Resources Integration - Selected Sourcewell videos will be embedded or linked based on content type and length. - Vendor resources from Sourcewell's website will be regularly reviewed and updated to maintain accuracy. 5. Promotional Outreach - Email campaigns will notify customers and dealers of the new contract. - Social media platforms will be used to share updates and relevant Sourcewell content. - A product brochure detailing offerings under the Sourcewell contract will be developed (see Marketing_MiniCam_Sample_PL_Brochure). - Individual flyers for each duct model will include product descriptions, specifications, options, and contact information for the designated Sourcewell representative. - These materials will be distributed at trade shows, during customer visits, and via mail/email campaigns. Customized versions will be provided to vendor partners and dealers (see Marketing_Sales_&_Trade-Show_Brochure_Sourcewell_Sample, Marketing_Sample_Flyer, Marketing_Sample_Mailer_Sourcewell, and Marketing_Sales_&_Trade-Show-Brochure). 6. Lead Generation & Market Intelligence - MiniCam will continue using Aria CSS and GovWin IQ to gather agency data, build targeted lead lists, and access pre-RFQ budget insights (see MiniCam_Marketing_&_Strategic_Sales – Aria CSS & GovWin IQ). 7. MiniCam's Engagement Strategy with Sourcewell MiniCam employs a multi-channel outreach strategy, including email campaigns, direct mail, phone calls, and site visits to engage both prospective and existing customers and vendors. Our primary objective with Sourcewell is to encourage eligible entities to become participating agencies. To achieve this, we prioritize personalized relationship-building efforts. Our secondary objective is to leverage the Sourcewell contract to support and expand sales to both existing customers and Sourcewell participants. This will be accomplished through all aforementioned communication channels. We have compiled a lead list from GovWin IQ, containing over 100,000 budget reports for pipeline inspection equipment, covering Q3 2024 and beyond. This data, sourced from GovWin IQ and Aria CSS, includes contact details, product types, and budget allocations (see attached: GovWin_Pipeline_Inspection_Equipment). Our strategy is to engage these leads early in the procurement cycle—prior to RFQ issuance—informing them of our Sourcewell contract and converting them into participating agencies. These leads will be distributed to our sales team, dealers, and partners across the U.S. and Canada.

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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MiniCam's Technology and Digital Marketing Strategy MiniCam continues to prioritize direct sales while leveraging digital marketing, AI, and intelligent systems to expand reach and engage new market segments. - Website: Our website, www.minicaminc.com, now in its sixth major iteration, is optimized for user experience and product visibility. Advanced analytics and intelligence tools monitor user behavior across our digital assets. - SEO Optimization: The domain www.minicaminc.com is structured for search engine performance, utilizing strategic metadata and page naming. Rankings are routinely assessed to enhance visibility. - Social Media: MiniCam maintains active profiles on Facebook, LinkedIn, YouTube, Instagram, and Twitter to promote products, share updates, and support marketing campaigns. - Digital Catalogs: Comprehensive digital catalogs and product grids are available for aftermarket parts, equipment models, and inventory of new and used products. - Industry Resources: Our platforms provide direct access to relevant government and industry websites, including targeted landing pages for specific sectors. - Analytics & Tracking: We utilize detailed tracking of page visits, email engagement, and campaign performance to refine our digital strategies. - GovWin IQ & Intelligence Platforms: Through GovWin IQ and our partner Aria CSS, we access market intelligence, historical award data, and competitor insights. Additional platforms include BidNet Direct, GovSpend, Sam.gov, GovTenders, BidSync, Onvia/Demand Star, and state-specific portals. - LinkedIn Sales Navigator: In partnership with Aria CSS, we use LinkedIn Sales Navigator to identify procurement officials and execute targeted campaigns for awarded contracts and product offerings.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	MiniCam's Perspective on Sourcewell's Role in Promoting Contracts from this RFP: - Sourcewell will issue an award announcement to all members. - Training and onboarding will be provided to Sourcewell staff and members regarding the newly awarded contracts. - A dedicated Sourcewell landing page will feature MiniCam's contract details and product information for member access. - MiniCam will incorporate the Sourcewell contract into its sales strategy through internal training materials, meetings, and videos, led by a full-time Director of Government Accounts. - A designated Sourcewell Point of Contact (POC) will oversee contract execution and personnel management. - Mr. Chase Dehne will serve as MiniCam's Contract Manager, supported by the Contract Administrator and Sales Team. - Mr. Justin Szurgot will act as Sourcewell's Contract Administrator. - Dealers and vendor partners will appoint Sourcewell Contract Managers to ensure compliance and alignment with contract objectives. All Sourcewell-related leads and sales will be routed through the Sourcewell Manager and Administrator, then assigned to the appropriate territory manager. - The inside sales team will support territory managers as needed. MiniCam will drive contract adoption by setting sales targets for managers and dealers, focusing on key government and municipal accounts. Dealers and partners will receive presentation templates, marketing materials, and member lists tailored to their regions. Quarterly joint sales calls with factory representatives will reinforce engagement and performance.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	• MiniCam's products are not available through an e-procurement ordering process. We are base model company with customization e-procurement is not available currently for our products.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MiniCam Training & Support Overview MiniCam offers comprehensive training programs tailored to the products we provide, including OSHA compliance, safety protocols, equipment operation, maintenance, and supervisory training. All sessions are conducted by MiniCam-certified trainers, who are either certified by the OEMs or accompanied by OEM representatives. Training is customized based on the specific needs of each customer and is scheduled on a case-by-case basis. Training Fees Training is billed at \$150 per hour per trainer, plus per diem expenses for travel, meals, and lodging. Training Resources MiniCam and our dealer network provide access to parts and service manuals both online and with each product. Additionally, our vendors and partners offer detailed training videos, accessible via email, YouTube, or direct links to their websites. On-site training is also available upon request. Online Training for Sourcewell Members All Sourcewell members receive free access to online training materials. Coordination can be done through a MiniCam representative, dealer, or vendor partner via phone or scheduling links. Annual & Ongoing Training Opportunities - Annual Dealer Training Week: Held at our Florida service center early each calendar year. Dealers typically send one or more technicians for in-depth training. - Detroit Dealer Training: Available year-round for dealers seeking one-on-one training for new technicians. - Detroit End-User Training: Offered year-round. End-users can schedule 2- to 3-day sessions based on the equipment to be covered by contacting our service manager.
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42	Describe any technological advances that your proposed Solutions offer.	MiniCam Integration & Inspection Solutions MiniCam leverages OEM electronic interfaces to seamlessly integrate our diagnostic tools, service centers, and upfit solutions. Inspection Products: Tractor Wheels Engineered for optimal performance across various pipe diameters and conditions. Quick Release Lock Proteus crawlers feature a patented wheel lock system, allowing quick wheel changes with a single Allen wrench—no additional tools required. Portable Cube A weatherproof, welded aluminum enclosure weighing under 800 lbs. Features include a swing-up hood, heavy-duty lifting eyelets, glare-reducing interior, fork skids, integrated shelving, washdown capability, and a 200W generator housing. Hathorn H12+ The industry's brightest 12" impact-resistant LCD screen, offering superior daylight visibility, high contrast, and 8x digital pan & zoom for unmatched image clarity. Proteus Inspection Systems: Mainline Systems Inspect pipes from 4" to 86" with up to 1,600 ft of range. The modular Proteus system allows any tractor-camera combination to pair with any cable reel. Proteus Lite A compact, budget-friendly system for hard-to-reach mainlines. Fits 6" to 18" pipes with an adjustable camera lift and 820 ft of cable on a manual reel. Lateral Systems Launch from 6" to 20" mainlines into 2.5"+ laterals. Built-in sonde enables precise location and inspection of lateral connections. CRP300 Tractor Our most powerful tractor, compatible with all Proteus Mainline systems. Centers cameras in 12"–40" pipes, or up to 86" with an extension platform. Crawler Cradle An affordable upgrade for CRP140 and Lite systems, expanding inspection capabilities up to 40" pipes and culverts. Push Camera Systems: SOLO PRO+ Push up to 390 ft with three rod flexibility options. Available with self-leveling axial or Pan & Rotate cameras, optional laser measurement, and centering skids for 3"–8" pipes. Hathorn Systems Offers four rod lengths, four flexibilities, and five camera sizes. Compatible with traditional control modules or wireless video output to mobile devices. Built for heavy-duty daily use. Mainline Rehabilitation: SpeedyLight+ Revolutionary UV LED curing system for felt, invertible glass-fiber, and pull-in liners. Cures 2"–24" pipes up to six times faster than traditional methods. LED Rig A versatile UV LED curing system optimized for pipes 6" and larger. Balances speed, size, and weight for efficient operation. QuickPatch Portable UV LED spot repair system for 3"–18" pipelines. Delivers fast, high-quality sectional repairs with ease. Innovation & Patents: Sewertronics is committed to innovation and holds exclusive rights to several patented technologies, including: EP16002230 – SpeedyLight+ UV LED System EP18382184 – WaterLight System EP17460001 – LED Rig Products EP19460048 – QuickPatch Products These patents reflect our dedication to advancing pipeline inspection and rehabilitation technologies.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	MiniCam Environmental Sustainability Commitment At MiniCam, we are committed to minimizing our environmental impact through responsible practices, resource conservation, and waste reduction. We actively engage our employees, partners, and community in promoting environmental stewardship and are dedicated to integrating sustainability into every aspect of our operations. Planet - Launch a Sustainable Travel Policy across all group companies - Optimize energy use during non-operational hours - Transition to 100% renewable electricity by 2026 - Achieve net-zero Scope 1 & 2 emissions by 2050 - Substantially reduce Scope 3 emissions People - Develop talent roadmaps and employee development plans - Achieve 40–60% gender balance across the workforce by 2026 - Lower accident frequency rate to 3.5 - Embed sustainability discussions in all-employee meetings Product - Apply circular design principles in new product development - Integrate environmental and social criteria into procurement - Repurpose 10% of cardboard used by 2026 - Reduce landfill waste by 40% from FY24 levels Progress & Innovation We've implemented energy-efficient LED lighting and motion sensors, and promoted low-carbon commuting through our cycle-to-work scheme. Solar panel integration in our custom van-fits has extended battery life, reduced replacements, and decreased reliance on the national grid—demonstrating our commitment to circular design. Certifications & Recognition - ISO 14001 certification achieved at our Salford, UK site (April 2025) - ISO 9001 certified for quality management - EcoVadis Silver Medal awarded in May 2025, placing us in the top 15% of companies assessed globally - Completed our first EcoVadis assessment in March 2025, covering environment, labor, ethics, and sustainable procurement We recognize that sustainability is an ongoing journey and remain committed to continuous improvement. See attached (MiniCam_Environmental_Sustainability)
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our Approach to Sustainability Minicam's Vision At Minicam, we are committed to embedding sustainability into every aspect of our operations. We support Halma's mission to build a safer, cleaner, and healthier future by fostering a diverse, inclusive, and responsible workplace. We aim to achieve net-zero Scope 1 and 2 emissions by 2050, reduce Scope 3 emissions, and minimize resource use and waste through circular design principles. Our Focus Areas Planet - Launch a Sustainable Travel Policy across group companies - Reduce out-of-hours energy consumption - Source 100% renewable electricity by 2026 - Achieve net-zero Scope 1 & 2 emissions by 2050 - Significantly reduce Scope 3 emissions People - Develop talent roadmaps and employee growth plans - Achieve 40–60% gender balance by 2026 - Lower accident frequency rate to 3.5 - Embed sustainability discussions in company-wide meetings Product - Apply circular design principles in new product development - Integrate environmental and social criteria into procurement - Repurpose 10% of cardboard used by 2026 - Cut landfill waste by 40% from FY24 levels Trenchless Solutions for a Greener Future Minicam designs and manufactures trenchless technology that supports the maintenance of critical wastewater infrastructure with minimal environmental impact. Our solutions reduce ground disturbance, emissions, noise, and waste—contributing to cleaner, quieter, and more sustainable communities. Net Zero Commitment We are actively reducing emissions across our UK sites, targeting net-zero by 2050. Continuous improvement in our operations ensures we deliver durable, low-impact solutions. Sustainable Procurement We collaborate with suppliers to reduce emissions and uphold ethical and environmental standards. Our procurement practices align with the UN Sustainable Development Goals, particularly: - Goal 6: Clean Water and Sanitation - Goal 11: Sustainable Cities and Communities - Goal 12: Responsible Consumption and Production Circular Design & Waste Reduction We design products for longevity, repairability, and recyclability. Our service model extends product life and reduces waste, supporting a circular economy and preserving resources for future generations. Certifications & Recognition - ISO 14001: Environmental Management (Salford site, April 2025) - ISO 9001: Quality Management - EcoVadis Silver Medal (May 2025): Top 15% of companies assessed globally for sustainability performance Our first EcoVadis assessment (March 2025) provided valuable insights to further enhance our sustainability strategy. EcoVadis evaluates companies across four pillars: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. See attached (MiniCam_Environmental_Sustainability)
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MiniCam has leveraged both internal expertise and customer feedback to drive its Continuous Improvement Program. Our equipment has been deployed across the U.S. and Canada, consistently performing in some of the harshest environments, including during emergency response situations. We offer state-of-the-art equipment, training, and engineering capabilities that enable us to deliver: - Precision machining and tooling. - Advanced engineering support, including pre-award product design to ensure customer confidence and satisfaction. - Cutting-edge computer-aided design and simulation tools for real-world performance analysis and validation. Dancutter specializes in trenchless pipeline rehabilitation, offering robotic systems for cutting, grinding, and milling. Our product line includes the DC MINI BIKE, DC SUPER FLEX, and DC MAXI FLEX. These cutters are compatible with various materials—PVC, liner, concrete, and steel—and allow for quick tool head changes, enhancing on-site efficiency. Sewertronics delivers advanced pipe renovation technologies, including LED-based light curing systems that redefine cured-in-place trenchless solutions. Headquartered in Poland, we support global operations through a network of offices and partners. Our engineering team excels in robotics, electromechanical systems, and CNC programming, ensuring innovation and reliability. Hathorn provides rugged, high-performance plumbing inspection cameras designed for both municipal and contractor use. With thousands of units in operation across the U.S., Canada, and Australia, Hathorn cameras are built to perform reliably in any environment. Minicam Inspection offers a full range of inspection solutions—from push cameras to mainline and lateral launch tractors—designed for pipe diameters from 1.5" to 86". Minicam Trenchless provides versatile UV relining and robotic cutting systems for both small-diameter and mainline trenchless rehabilitation applications.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	n/a	*
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	n/a	*
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	n/a	*
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	n/a	*
50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	n/a	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	n/a	*
52		Small Business Enterprise (SBE)	☐ Yes ☒ No	n/a	*
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	n/a	*
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	MiniCam's payment terms are net 30 days for government agencies. If sold through dealer payment terms are at the discretion of the dealer selling the product. Payment terms can always be negotiated at the time of sale.	*

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56	Describe any leasing or financing options available for use by educational or governmental entities.	MiniCam offers flexible leasing and financing options, including solutions tailored for schools and government entities. We partner with select third-party financial agencies known for their commitment to customer satisfaction. These agencies are chosen based on their integrity, customer-centric approach, and ability to deliver customized financial solutions aligned with each client's unique needs and long-term goals. One of our primary financing partners is NCL Government Capital, which holds a Sourcwell-awarded contract (#011620-NCL)—a valuable resource for our public sector clients. Our vendor partners and dealers also have access to NCL for financing and leasing support. For more details, please refer to the attached document: MiniCam_Financing_NCL.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	1. Quote Identification: Include a Sourcwell quote form clearly indicating it is based on a Sourcwell-awarded contract. 2. Customer Order Documentation: Provide a purchase order or order document from the customer referencing both the quote and the Sourcwell contract. 3. Order Processing: The order is created from the quote and customer PO, and accompanies the product through to final payment. 4. Vendor Purchase Orders: If the product is not manufactured by MiniCam (e.g., truck or trailer upfits), a vendor PO is issued to initiate the order with the quoted vendor. 5. Customer Acknowledgment: A thank-you letter is sent to acknowledge the customer's order. 6. Submission & Tracking: All Sourcwell-related orders must be submitted to orders@minicaminc.com. Resellers, dealers, and contract users are required to complete the attached Sourcwell Reseller Form at the time of order. The completed and signed form, along with the original quote (including contract number) and the customer PO, must be combined into a single PDF and emailed to MiniCam. This documentation is logged and tracked through delivery and payment. MiniCam will invoice the Sourcwell fee upon reseller payment and remit the fee to Sourcwell. Attachments: - MiniCam_Quote-Order_Form_Sample - MiniCam_Reseller_Contract_Sales_Reporting_Form	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, MiniCam accepts the P-card procurement and payment process. Additionally, the majority of dealers in MiniCam's dealer network also accept the P-card procurement and payment process for awards under \$50,000.00 No, there is no additional cost to Sourcwell participating entities for using this process.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MiniCam Sourcwell Pricing Overview MiniCam offers Sourcwell members a 24% discount off MSRP on all products and options, as detailed in the attached pricing document: MiniCam_Sourcwell_Product_PL_2025. - This submission reflects MiniCam's most competitive pricing for all eligible products. - A 24% line-item discount applies to all models and options. - An additional 1% volume discount is available for single orders exceeding nine (9) units. - Pricing includes all products and options offered under this RFP. Taxes, freight, and other applicable charges will be quoted separately to provide a complete, final price at the time of order. - All products, including those sold through authorized resellers or participating dealers, will be priced consistently under the MiniCam Sourcwell contract. - Commissions to OEMs or dealers are included in the submitted pricing and will not exceed the agreed-upon contract rates.	*

Vendor Name: Minicam Inc

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	- See attached (MiniCam_Sourcewell_Product_PL_2025) - MiniCam pricing is based of off line item discounts from List Price. MiniCam is offering 24% off of list price for all items submitted on this RFP.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 1% quantity discount will be given for orders in excess of nine (9) units on a single order. The additional 1% is applied after deducting Sourcewell's 24% standard discount.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	MiniCam is equipped to provide both our standard manufactured product line and a wide range of sourced or open-market items and related services. Thanks to our strong partnerships and supplier network, we offer an extensive and diverse product selection. Pricing for sourced products will be determined by MiniCam or our authorized dealers and partners. We are committed to offering the most competitive pricing available. These items will be clearly identified as "open market items" in each proposal.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	- Upon request, MiniCam will provide training options for any product or equipment offered through Sourcewell. Specific training requests will be itemized separately in our proposal, including associated pricing. - Detailed information about the training—such as duration, proposed schedule, and content outline—will be included in the relevant section of the proposal. - MiniCam supplies various levels of maintenance, instruction, and parts manuals with each product. - Optional operator training guides are available for all product models and equipment. - Inspection, setup, and demonstration services are available and priced separately, as each customer's scope of work varies.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping Policy for Sourcewell Members MiniCam is committed to providing Sourcewell members with the most accurate and cost-effective shipping options. Shipping, freight, or delivery charges are calculated at the time of quotation and are based on actual costs. These charges are in addition to the product price and will vary depending on the delivery location. Rather than applying a fixed nationwide shipping rate, MiniCam leverages a competitive bidding process among a vetted network of transportation providers. This approach ensures members receive the best available rate while maintaining high service standards. Selection is based on price, delivery timelines, and past performance, including customer feedback. For truck and trailer builds, we strive to maintain shipping rates below industry averages. All other products are shipped via LTL or common freight carriers. A dedicated MiniCam shipping coordinator will manage communication throughout the shipping process—from pickup to delivery. They will also assist with any special requirements, such as unstacking, offloading, or third-party services (e.g., crane support), at no additional cost to the customer. These services are provided as a courtesy to ensure a smooth delivery experience.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The same competitive method of calculating travel and delivery charges as listed in number 14 above also apply for Alaska, Hawaii, Canada, or OConus. MiniCam offers door-to-door delivery programs for shipping to those areas outside of the continental U.S. or any other location offshore. Each specific Sourcewell quotation shall include travel expense, delivery or shipping costs at the time of quotation, if applicable.	*

Vendor Name: Minicam Inc

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Shipping and Delivery Methods For truck- and trailer-mounted products, MiniCam utilizes a network of preferred transportation providers. When a unit is ready for shipment, we initiate a competitive bidding process among these carriers to secure the most cost-effective rate. Selection is based not only on price but also on past performance, delivery reliability, and estimated arrival times. To optimize cost-efficiency for our customers, MiniCam employs a variety of delivery methods, including power-only trucks, flatbeds, step decks, cargo containers, and maritime options such as roll-on/roll-off and breakbulk shipping. When feasible, we also consolidate and stack shipments to reduce freight costs for Sourcewell.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	MiniCam Self-Audit Process in Compliance with Sourcewell Proposal Each offer will include a pricing sheet that Sourcewell can cross-reference with MiniCam's option list to verify contract-compliant pricing. MiniCam routinely conducts this audit across multiple contracts. To ensure competitiveness and value, the sheet also includes a discount line item, reflecting ongoing pricing updates based on market trends and cost fluctuations. If awarded the contract, MiniCam will maintain a digital logbook for all orders under this agreement. This log will support compliance with Sourcewell's record-retention requirements. On a quarterly basis, MiniCam will use this log to generate a sales report, calculate the administrative fee based on the agreed percentage, and submit the Quarterly Report along with the corresponding payment to Sourcewell.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	1. Lead Management & Reporting All incoming leads are captured in our CRM/ERP system, which tracks their source, conversion status, associated contracts, and other key metrics. This data enables comprehensive reporting to evaluate lead generation effectiveness and contract performance. 2. Performance Monitoring We maintain a centralized SharePoint dashboard to track company-wide KPIs, including contract and sales/marketing performance. These metrics are reviewed quarterly to identify areas for improvement. 3. Contract Tracking Each quote is linked to an awarded contract number, which is also tied to order processing documentation. This ensures accurate tracking of administrative fee payments and supports detailed sales reporting by contract. 4. Reseller Compliance Resellers are required to submit a reseller form for each sale and notify us of all quotes to ensure proper documentation and oversight.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	MiniCam proposes to pay Sourcewell an administrative fee for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. MiniCam's proposed administrative fee is the amount equal to 1% of MiniCam's quarterly sales acquired through this Contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	24% discount off list price. See attached pricing spread sheet.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Vendor Name: Minicam Inc

Line Item	Question	Response *
71	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	MiniCam is offering their complete product line for inspection & rehabilitation equipment with options including customizable vehicle build outs that store all the equipment in a safe enclosed environment for those tough on the go jobs in multiple types of climate conditions. Our products offered are wide variety of Underground Infrastructure Inspection & Rehabilitation Equipment with options. MiniCam Product Offering Overview MiniCam provides a comprehensive range of underground infrastructure inspection and rehabilitation equipment. Our solutions include customizable vehicle build-outs—vans, trailers, box trucks, portable cubes, and ATVs—designed to securely house equipment for reliable performance in diverse and demanding environments. Product Categories: Inspection Equipment: Mainline: - Proteus Mainline Proteus Mainline systems are expertly engineered to make inspection of sewer lines simple. With our Proteus Mainline range, you can inspect pipes from 4" up to 86" while crawling over 1,600ft in a mainline. Utilizing our interchangeable Proteus connection system, you are able to connect any of our Tractor and Camera combinations to any of our Cable Reel options, for whatever wastewater pipe you need to inspect. - Proteus Lite The Proteus Lite system is a budget friendly and ultra-portable tractor system, specifically designed for inspection of Sewer Mainlines, while being portable enough to access manholes where a vehicle can't reach. Proteus Lite will comfortably fit into a 6" mainline and center the camera in up to 18" pipes, utilizing the manually adjustable camera lift arm. Proteus Lite comes with 820ft of cable on a compact manual cable reel. - SOLO PRO+ The SOLO PRO+ push camera can push up to 390ft in a mainline, with our stiffest 1/2" pushrod, when combined with our 6" or 8" roller skids. SOLO PRO+ systems are available with a self-levelling axial camera or a Pan & Rotate camera with optional lasers for built-in measurement functions Lateral: - Proteus Lateral Systems Proteus Lateral Systems utilize a mainline tractor system as a satellite point to launch into lateral pipes. Proteus Lateral Systems can easily launch into any lateral pipe 2.5" and up, from Mainline pipes as small as 6" all the way up to 20". With the built-in Lateral Camera Sonde, Proteus Lateral Systems are a great solution for locating lateral connections as well as inspections when you can't access the cleanout. - SOLO PRO+ Push Camera Systems With 3 different rod flexibility options, our SOLO PRO+ push cameras can navigate tight lateral bends or push up to 390ft in the longest of laterals. SOLO PRO+ can also center in 3" and 4" with our centering skids and in even bigger laterals with our roller skids, perfect for accurate LACP reporting. SOLO PRO+ systems are available with a self-levelling axial camera or a Pan & Rotate camera with optional lasers for built-in measurement functions. - Hathorn Push Camera Systems With 4 rod lengths, 4 rod flexibility and 5 camera size options, Hathorn Push Cameras have a solution for every lateral inspection. Hathorn Push Camera systems also have the option to be used with both a traditional control module with keyboard, or Wireless Video output to a phone or tablet. Hathorn Push Camera systems are our most reliable and robust push camera systems designed for everyday heavy usage. Service Line: - Hathorn Push Cameras Hathorn Push Camera systems have a configuration for every service line, our Micron cameras can navigate 90° bends in as small as a 1.5" pipes, while our large camera reels come with 400ft of Push Rod. Hathorn push cameras are our most reliable and robust push camera systems designed for everyday heavy usage, with solutions to work with both a traditional control module with keyboard, or budget-friendly Wireless Video output to a phone or tablet. - SOLO PRO+ Push Cameras With 3 different rod flexibility options, our SOLO PRO+ push cameras can navigate tight service line bends or push up to 390ft in the longest of service lines. SOLO

Vendor Name: Minicam Inc

PRO+ systems are available with a self-levelling axial camera or a Pan & Rotate camera with optional lasers for built-in measurement functions. SOLO PRO+ systems all include a command module capable of creating detailed reports, perfect for providing a professional service for your customers.

Storm Line:

- Proteus Mainline Systems with CRP300

Minicam's CRP300 is our biggest and heaviest tractor ever, centering the camera in pipes from 12" up to 40", or up 86" pipes with our optional camera extension platform. The CRP300 works with all existing Proteus Mainline systems, so can be purchased as an add-on to our Mainline systems, or as part of a brand-new standalone Proteus System.

- Proteus Mainline Systems with Crawler Cradle

Minicam's Crawler Cradle is the perfect add-on to our CRP140 Proteus Mainline systems and our Proteus Lite Systems for the ultimate versatile mainline and storm drain inspection system. The crawler cradle is an affordable solution to increase your existing mainline system's inspection capabilities up to 40" diameter pipes and culverts.

Manhole:

- Proteus Lite with Camera Adaptor

Minicam's Camera Adaptor is the perfect addition to the Proteus Lite mainline inspection system for a simple and versatile, yet budget-friendly, Manhole Inspection solution. With the camera adaptor, you can use the Pan-Rotate camera and cable reel from a Proteus Lite system and use it as a simple yet effective drop camera.

- SOLO PRO+ Push Cameras

When configured with our Pan & Rotate camera, the CAM026, Minicam's SOLO PRO+ Push Cameras can be utilized as a Manhole Inspection Camera and with built in reporting functionality on the control unit, SOLO PRO+ can also be used to complete manhole surveys. With up to 4 different Push Rod lengths and 3 different Rod Flexibility options, the SOLO PRO+ can be configured for any job.

- RinnoVision Manhole Systems

Minicam is pleased to be able to offer the 360-degree drop camera and scanner solutions from RinnoVision in specific territories across the USA. Designed with manhole inspections in mind, RinnoVision's efficient solutions enable you to complete Manhole Surveys quickly and with ease, while also enabling full MACP reporting.

Vehicle Builds

- Van Builds - Minicam's highly customizable van buildouts have plenty of space to accommodate all the inspection equipment you could need, while still having plenty of workspace as well as any extra facilities or equipment you would like.

- Minicam's durable trailer builds are an economical equipment transport option that can still be customized to your needs, while being able to be towed behind the vehicle you already own.

- Box Truck Builds - Minicam's spacious box truck builds are the ultimate sewer inspection vehicles, with plenty of office space as well as storage and even dedicated workshop space, Minicam's box trucks can be customized to your needs.

- Portable Cube & ATV Builds - The rugged, weatherproof Outpost inspection transport enclosure powers, protects and organizes all your sewer inspection equipment, including crawler, cable reel, monitor and computer. A slide out drawers holds your tractor, camera heads and accessories. Rack shelving to store a PC and mount a monitor. Also includes built in wash bay.

Trenchless

Dancutter and Sewertronics provide comprehensive solutions for both cutting and relining sewer mainlines, addressing a wide variety of needs within the sewer maintenance and rehabilitation industry. Whether you're dealing with small-scale residential pipes or large-scale municipal systems, their advanced equipment is designed to offer versatility, efficiency, and precision in tackling a broad spectrum of pipe sizes—ranging from as small as 2 inches to as large as 24 inches in diameter.

Lateral Rehab:

- SpeedyLight+ - UV LED Curing

Its revolutionary LED technology allows contractors to optimize their operations by increasing working efficiency at the job site up to six times. It is designed to cure felt liners, invertible glass-fibre liners and fibre-glass pull-in liners. SpeedyLight+ works in 2" up to 24" with different configurations of curing heads.

- SpeedyLight VX - UV LED Curing

SpeedyLight VX LED is designed for vertical and in-house no-dig rehabilitation. This system drastically reduces curing times, eliminating downtimes and safety hazards associated with ambient curing resins. Ideal for residential, apartment, small commercial, in-slab, and vertical applications suitable from 2" to 6" pipelines.

- SUPER FLEX Cutting System

DC SUPER FLEX is Dancutter's extremely flexible cutter suitable from 3" to 6" pipelines. This dynamic cutter can effortlessly move through several 90-degree bends in 4" pipes. Whether dealing with straight runs or intricate bends, the DC SUPER

		FLEX operates with unmatched precision. - MINI BIKE Cutting System Dancutter compact, versatile, and powerful cutter for 2" to 3" pipelines. The DC MINI BIKE is your go-to solution for precise and efficient cutting, grinding, and milling across a variety of materials including PVC, liner, concrete, cast iron, and steel. The DC MINI BIKE, Dancutter's most compact cutter, is specially designed to navigate through narrow pipes as small as 2" lined pipes. Its small size belies its robust performance, making it an ideal choice for challenging environments. Mainline Rehab: - SpeedyLight+ - UV LED Curing Its revolutionary LED technology allows contractors to optimize their operations by increasing working efficiency at the job site up to six times. It is designed to cure felt liners, invertible glass-fibre liners and fibre-glass pull-in liners. SpeedyLight+ works in 2" up to 24" with different configurations of curing heads. - LEDRig - UV LED Curing LED Rig is the perfect blend of versatility and efficiency. Designed to deliver optimal curing speeds for its size and weight, this system adapts seamlessly to various liner diameters and thicknesses. Whether you're dealing with a small or large project, LED Rig is your LED choice when frequently working above 6". - QuickPatch - UV LED Curing QuickPatch LED by Sewertronics offers fast, efficient, and portable spot-sectional pipe renovation in 3" to 18" pipeline with advanced LED curing technology, ensuring high-quality repairs and ease of use on the job site. - MAXI FLEX Cutting System DC MAXI FLEX is Dancutter's most powerful cutter covering pipelines from 4" to 16". With an extremely powerful motor which makes the cutter both fast and efficient. The DC MAXI FLEX is flexible and can go through several 45° bends in a 6" pipe and works effortlessly whether the pipe is straight or has bends.	
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Vehicle & trailer mounted build outs. • Sewer inspection equipment • Sewer inspection trucks • Sewer inspection software • Asset management software • Manhole inspection • Sewer cleaning nozzles • Drain inspection cameras • Push cameras • Cross-bore location • Lateral launch inspection • Sewer rehabilitation	*
73	Describe the integration and compatibility of any software products offered, with industry hardware.	MiniCam software is compatible with a wide range of industry-standard hardware platforms and supports most modern inspection equipment.	*
74	Describe the integration and compatibility of any hardware products offered, with industry software.	MiniCam hardware products are compatible with a variety of infrastructure database software products and can be easily adapted to virtually any software platform in the industry.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
75	Video, acoustic, scope, and other imaging equipment	☒ Yes ☐ No	Yes, MiniCam provides advanced equipment for visual inspection of sewer and stormwater infrastructure, including mainline and lateral launch crawlers, inspection vehicles, push and zoom cameras, HD video nozzles, automated manhole inspection systems, and asset management software. The company also offers crawler accessories for laser profiling and side scanning.	*
76	Flow and leak testing, detection, and locating equipment and tools	☒ Yes ☐ No	Yes, We do sell locating equipment and tools.	*
77	Related sensors and other monitoring equipment and technologies	☒ Yes ☐ No	Yes, However, they are incorporated into our buildouts and turnkey solutions. We typically do not sell them individually unless as parts the sensors and flow meters are manufactured by our sister companies Crowcon and HWM.	*
78	Underground infrastructure rehabilitation equipment	☒ Yes ☐ No	Yes, MiniCam provides advanced solutions for sewer and stormwater infrastructure repair, including point repair sleeves and installation tools, sewer rehabilitation cutters for various pipe diameters, drain jetting camera systems, and LED-based curing equipment for GIPP liners.	*
79	Products, accessories, supplies, parts, technology, software, and services related to the offering in 75-78.	☒ Yes ☐ No	Yes, MiniCam supports its sewer and stormwater inspection and repair equipment with a comprehensive suite of services, including parts and accessories, maintenance and repairs, operator and technician training, equipment rental, customer support (phone, email, and on-site), data management software, and consulting.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Friday August 01, 2025 13:31:10
- [Financial Strength and Stability](#) - Financial_Strength_&_Stability.zip - Friday August 01, 2025 21:35:45
- [Marketing Plan/Samples](#) - Marketing_Plan-Samples.zip - Friday August 01, 2025 13:31:27
- [WMBE/MBE/SBE or Related Certificates](#) - Certificates_&_Industry_Recognition.zip - Friday August 01, 2025 13:31:36
- [Standard Transaction Document Samples](#) - Standard_Transaction_Documents.zip - Friday August 01, 2025 13:31:44
- [Upload Additional Document](#) - Additional_Documents.zip - Friday August 01, 2025 13:31:54
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chase Dehne, President, MiniCam Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Underground_Infrastructure_Inspection_RFP_080525 Mon July 28 2025 04:16 PM	☒	1
Addendum_1_Underground_Infrastructure_Inspection_RFP_080525 Fri July 25 2025 04:22 PM	☒	1



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: June 6, 2026

To: Honorable Mayor and Member of Town Council

Thru: Frank Kitzerow, Town Manager

From: Scott Reynolds, Chief Financial Officer 

Re: Procurement Review – Authorization to Piggyback of the Sourcewell Cooperative Contract #080525-MNC for the purchase of Minicam camera inspection equipment from Southern Sewer Equipment Sales.

After reviewing the documents associated with the request to enter into a piggyback contract with Southern Sewer Equipment Sales from the Sourcewell Cooperative Contract #080525-MNC, I have found that the request meets all procurement requirements of F.S. 287.056.

This piggyback purchase complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Approving the Town of Jupiter 2026-2027 Community Development Block Grant (CDBG)
Action Plan



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Donald Hennessy, Chief of Police
SUBJECT	Resolution 57-26 , Approval of the Town of Jupiter 2026-2027 Community Development Block Grant (CDBG) Action Plan.

EXECUTIVE SUMMARY

Neighborhood Services is requesting Town Council's approval of the Program Year 2026-2027 Action Plan, which is the Town's application to the Department of Housing and Urban Development (HUD) to access Community Development Block Grant (CDBG) funding. If approved by HUD, the Town can expect \$327,086 in CDBG funding for Program Year 2026-2027 (October 1, 2026-September 30, 2027) to assist the Town's low- and moderate-income residents.

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs to assist low- and moderate-income residents. Since 1974, the CDBG program has been one of the longest, continuously run programs at the Department of Housing and Urban Development (HUD). The CDBG program provides annual grants on a formula basis to state and local governments. The Town of Jupiter has participated in the CDBG Program since 2012.

In FY2027, staff proposes to use the funding for roof replacement program for the Town's low and moderate income residents, including seniors (\$261,669).

In addition, the Town will apply the industry standard 20% of the CDBG funds for administrative costs needed to oversee new and underway projects, and provide general management and federal compliance of the CDBG funds by a consultant (\$65,417).

Thus, the proposed CDBG Projects for Program Year 2026-2027 are:

Roof Replacement Program	\$261,669
Administration (20% of the overall grant)	\$65,417
Total	\$327,086

For the preparation of the Annual Action Plan, the Town hosted two meetings on January 29, 2026, and March 5, 2026. The meetings were held in the morning and at night to accommodate all schedules. The meetings were advertised in the Palm Beach Post as well as the Town's website and social media. At the meetings, attendees were given an opportunity to identify housing and community development priorities for the Town, comment on past performance,

and provide input on fair housing in Jupiter.

In addition, Neighborhood Services met with other Town departments and area non-profits to discuss the CDBG process and solicit projects as requested. Also, Neighborhood Services hosts a quarterly interdepartmental Taskforce CDBG meeting. The meetings typically consist of attendees from the Town of Jupiter Neighborhood Services, Engineering/Parks & Public Works, Planning and Zoning, Police and Parks & Recreation.

The draft plan was available for public comment for 30 days in the Neighborhood Services' office as well as on the Town's website. The public comment period was announced with an advertisement in the Palm Beach Post on May 15, 2026.

ANALYSIS

Staff is requesting Town Council approval of the 2026-2027 Annual Action Plan, which is the Town's application to the Department of Housing and Urban Development (HUD) to access \$327,086 in Community Development Block Grant (CDBG) funding.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 57-26
2. Draft 2026-2027 Action Plan

FUNDING SOURCE

Funding is not requested for this item.

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager at SatuO@jupiter.fl.us or 561-741-2524.

RESOLUTION NO. 57-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING STAFF TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) BY SUBMITTING THE TOWN'S 2026-2027 ANNUAL ACTION PLAN

WHEREAS, the Town of Jupiter (Town) is eligible to apply for Community Development Block Grant (CDBG) funding from the Federal Government; and

WHEREAS, The Town of Jupiter has completed the Action Plan for 2026-2027 as the Town's application for this funding, and

WHEREAS, Staff has established addressing overall aesthetic, health and safety upgrades throughout the Town's low- and moderate-income neighborhoods as a priority for the Town's residents by conducting public meetings to solicit input, and

WHEREAS, the Town Council has determined that addressing this aforementioned community development and housing need is a priority for the Town and a significant benefit to the community; and

WHEREAS, the CDBG grant funds would be used for Housing Rehabilitation Program for eligible Town residents as well as administrative costs needed to undertake the projects; and

WHEREAS, the said activities are in compliance with the Town of Jupiter's Consolidated Plan 2022-2026 submitted to HUD as well as the Town's Comprehensive Plan.

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

Section 1. The Town authorizes the Town Manager to sign any related grant application submittals on behalf of the Town.

Section 2. This Resolution shall take effect immediately upon its execution.



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 ANNUAL ACTION PLAN

10/01/2026- 09/30/2027

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Town of Jupiter is an entitlement community that receives federal funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. Since 2012, the Town of Jupiter has received over \$3,000,000 in CDBG funds to support housing and community development initiatives that benefit low- to moderate-income individuals. These funds also help prevent or eliminate slums and blight and address urgent community needs.

For Fiscal Year (FY) 2026-2027, beginning October 1, 2026, the Town will receive \$327,086 in CDBG funding. To remain eligible for these funds, the Town must prepare and adopt a **Consolidated Plan** and an annual **Action Plan**. The Consolidated Plan is a five-year strategic document that outlines the Town's housing and community development priorities for HUD programs. The current plan, adopted in 2022, covers Program Years 2022-2026. This is the final year of the existing Consolidated Plan. The Annual Action Plan details the budget and specific action steps needed to achieve the Consolidated Plan's objectives. It also outlines the specific programs and activities to be implemented during the program year and how funds will be allocated to support these priorities.

2. Summarize the objectives and outcomes identified in the Plan

The Town of Jupiter has continuously reached out to the public to assess community needs while establishing the goals and objectives of the Consolidated Plan and the Action Plan. Public input has been gathered through various avenues, such as meetings and public hearings. Citizens were asked to identify and prioritize needs in five categories: Economic Development, Affordable Housing, Fair Housing and Neighborhood Needs.

All HUD funded activities must fit within the Outcome Performance Measurement Framework to provide standardized measurements nationwide. The framework consists of several objectives (i.e., Decent Housing, Suitable Living Environment and Economic Opportunity) and several outcomes (i.e., Availability/Accessibility, Affordability, and Sustainability). Funds for the FY 2026- 2027 are allocated among these objectives and outcomes.

3. Evaluation of past performance

This evaluation looks at the grantee's previous accomplishments and how they shaped the Town's goals for the 2026-2027 fiscal year. A more detailed assessment can be found in the FY 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER). The grantee understands that regularly reviewing past performance is crucial for ensuring the successful implementation of projects and for keeping them aligned with the Town's overall objectives.

In FY 2024-2025, the most recently completed year, the Town accomplished the following projects:

Roof Replacement

The Town assisted single-family homeowners with roof replacement. Priority was given to seniors and disabled low-income households in the Town.

Person Assisted: 2

Expenditure: \$43,349.10

Fire Equipment - Cinquez Fire Station

The Town of Jupiter used funding to purchase fire and rescue equipment for the Cinquez Park Fire Station. The project included acquiring a new 4x4 Brush Truck, Hurst Extrication Tools, and Self-Contained Breathing Apparatus (SCBA) units. These upgrades have enhanced the station's emergency response capabilities and improve public safety, particularly low- and moderate-income residents.

Expenditures: \$111,293.00

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation, sets forth the citizen participation plan requirements. This section of the Act allows citizens to participate in the activities being funded in the community with an emphasis on the persons of low- to moderate -income, in addition to slum and blighted areas.

A draft of Jupiter's 2026-2027 Annual Action Plan was made available for public review, input, and comments before being adopted by the Town Council and subsequently will be submitted to HUD. Citizens were encouraged to participate through public hearings held before the development of the draft, during review of the draft and adoption of the Action Plan. The plan was available for review May 15, 2026, through June 15, 2026.

Citizen Participation Timeline

Date	Activity
January 25, 2026	Advertise Pre-Development meeting in local paper and Town's website
January 29 th , 2026	AM/PM Pre-Development Public Hearing
May 11 th , 2026	Public Notice Advertised
May 15 th to June 15 th , 2026	30-day comment period
June 16 th , 2026	Public Hearing and Town Council Meeting
August 1 st , 2026	Transmit to HUD

5. Summary of public comments

No comments from the public were made.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

N/A

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JUPITER	Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The Town of Jupiter’s Neighborhood Services Department is leading the development of the 2026-2027 Annual Action Plan and will also oversee its implementation.

To ensure the success of the CDBG program, Neighborhood Services collaborates with the Town’s Engineering, Parks & Recreation, and Finance Departments, or any department that has a CDBG project. Additionally, the Town partners with a private firm to manage and monitor CDBG funds, ensuring compliance with federal regulations.

Consolidated Plan Public Contact Information

Satu Oksanen, Manager
Neighborhood Services
Town of Jupiter Police Department
196 Military Trail
Jupiter, FL 33458
(561) 741-2524
satuo@jupiter.fl.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Jupiter has implemented a citizen participation plan, where individuals of low- to moderate-income can advocate their needs as the public. The town has provided several meetings where multiple individuals were provided with the opportunity to propose new ideas or needs within the guidelines of the objectives provided by CBDG.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The Town’s Neighborhood Services Division partners with local agencies including El Sol, First United Methodist Church of Jupiter, Gulfstream Goodwill Industries, HealthyMe, Little Smiles, Merciful Heavens, Palm Beach County Food Project, Restoration Bridge International, St. Vincent de Paul, The Pearl Mae Foundation, West Jupiter Community Group, to name a few, to provide public and social services to residents of the Town.

To sustain its affordable housing efforts, Jupiter created a Workforce Housing Program Committee. This committee brought together diverse voices from the community, including nonprofit organizations, town staff, developers, residents, financial institution representatives, and the Jupiter Police Department. The group’s goal was to review existing affordable housing policies and create inclusive strategies to increase housing opportunities. In addition to CBDG-funded housing services, Jupiter has implemented various programs and policies, such as a density bonus program, to encourage private investment in affordable housing.

Jupiter has also taken a collaborative approach to address institutional gaps and improve coordination between departments. Multiple cross-departmental teams have been formed to bridge institutional gaps and improve coordination across town departments. One of them is the CBDG Taskforce, which meets quarterly and includes staff from the Police Department, Finance Department, Neighborhood Services, Administration, Utilities Department, Engineering and Public Works Department, Planning & Zoning Department, and Parks & Recreation Department. This team ensures seamless communication and timeliness of ongoing and future projects.

Additionally, the Neighborhood Topics group, consisting of members from Neighborhood Services, Code Compliance, the Building Department, Administration, Planning & Zoning, Jupiter Police Department, Engineering, and Parks & Recreation, meets as needed to address neighborhood issues, with a focus on supporting older, low- to moderate-income communities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Jupiter does not have any homeless shelters in the area to house and serve those who are unhoused in the town. Due to this, the Jupiter Police Department, through an Interlocal Agreement, assists willing homeless individuals by transporting them to Palm Beach County's Lewis Center, where they receive intake services and individual assessments. As part of this effort, outreach workers provide information and resources to help individuals access the support they need.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable because the Town does not receive ESG Funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

The agencies listed below were contacted during the Consolidated Plan process that is completed every five years. The Town's next Consolidated Plan is due to HUD August 15, 2027.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	EL Sol
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through interagency committees that work on common goals for the residents of Jupiter. Improved coordination for Special Needs population and Public Services to their clients.
2	Agency/Group/Organization	HealthyMe
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Health Care
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through various sub-recipient meetings. The outcome is to include the feedback from a public health organization.
3	Agency/Group/Organization	Pearl Mae Foundation
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Health

What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A stakeholder interview was held with the Executive Director to discuss the feedback received from their clientele as it relates to needs of elderly services.

Identify any Agency Types not consulted and provide rationale for not consulting

All relevant agencies required for the development of this plan were consulted. There are no additional agencies that were omitted from the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Palm Beach County	Jupiter works in conjunction with Palm Beach County on various projects to coordinate services.
FY 2025-2026 Action Plan	Palm Beach County Housing Authority	The Town of Jupiter does not have a Housing Authority. Parties requiring assistance in public housing will connect with Palm Beach County Housing Authority.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Non-targeted/broad community	Jan 25 , 2026, Pre-Development Public Notice	None	None	www.palmbeachpost.com
2	Meeting	Non-targeted/broad community	January 29 , 2026, Pre-Development Public Meeting AM/ PM	None	None	www.jupiter.fl.us
3	Newspaper Ad	Non-targeted/broad community	May 11, 2026 - Public Hearing Notice	None	None	www.palmbeachpost.com
4	Public Comment Period	Non-targeted/broad community	May 15 2026 to June 15 2026 – 30 Day Comment Period	None	None	www.jupiter.fl.us
5	Public Hearing /Adoption	Non-targeted/broad community	June 16, 2026- Public Hearing and Town Council Meeting	None	None	www.jupiter.fl.us

Table 3 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Town receives CDBG funds annually, funds are used to carry out activities that benefit low and moderate-income persons. The Town does not anticipate generating program income during this fiscal year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-Federal	Residential Rehabilitation and Planning and Administration	\$327,086	0		\$327,086	\$327,086	The Town has identified a rehabilitation project and planning and administration for funding in the 5 th (final) Program Year of the 2022-2026 Consolidated Plan.

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Town may use general revenue funds to leverage CDBG funds when needed for a project. The Town does not receive other Federal or state funds for affordable housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Housing Rehabilitation	2026	2027	Affordable Housing	Townwide	Affordable Housing	CDBG: \$261,669	Assist 10 households
4	Administration	2026	2027	Planning and Administration	Town of Jupiter	Other	CDBG: \$65,417	Planning and Administration

Table 5 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	Provide for owner-occupied housing rehabilitation that will benefit LMI households.
4	Goal Name	Planning and Administration
	Goal Description	Provide the administrative structure for the planning, implementation, and management of the CDBG and HOME grant programs as well as other housing and community development.

Projects

AP-35 Projects – 91.220(d)

Introduction

The Town identified the following projects for FY 2026-2027 Annual Action Plan Projects. Additional details are provided in AP-38.

Project	Amount
Housing Rehabilitation (Seniors)	\$261,669
Planning and Administration	\$65,417

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Jupiter is committed to supporting low-income neighborhoods. Under typical CDBG regulations, area benefit projects like parks, sidewalks, infrastructure, and community centers, must serve areas where at least 51% of residents are low- to moderate-income. However, for communities where fewer than a quarter of Census block groups meet this threshold, HUD classifies them as “exception grantees.” As an exception grantee, the Town has a lower requirement, with 38.10% of residents needing to be low- to moderate-income for eligibility.

AP-38 Project Summary

Project Summary Information

1	Project Name	Residential Rehabilitation for Seniors
	Target Area	Townwide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG \$261,669
	Description	Provides residential rehabilitation to low- to moderate-income senior homeowners in the Town: the assistance includes roof replacement and/or window and door replacement.
	Target Date	10/01/26 to 9/30/27
	Estimate the number and type of families that will benefit from the proposed activities	10 households
	Location Description	Townwide
	Planned Activities	Residential Rehabilitation
2	Project Name	Planning and Administration
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG \$65,417
	Description	Administrative duties relative to the overall grant program and fair housing activities. This activity is assumed to benefit low- and moderate-income persons and is eligible under 24 CFR section 570.206

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Town of Jupiter has 54 census tract block groups, 13 of these block groups are of low- to moderate-income according to the 2016-2020 ACS data HUD is using for the CDBG FY 2026-2027. The Town is an exception grantee.

Geographic Distribution

Census Tract	Block Group	Low-Mod %
000204	1	71.30%
000210	1	41.10%
000213	1	87.20%
000216	1	56.40%
000222	1	84.30%
000104	2	55.70%
000202	2	74.50%
000213	2	38.10%
000202	3	87.20%
000210	3	74.80%
000406	3	42.10%
000408	3	59.10%
000202	4	56.30%

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funds are allocated annually to prioritize housing, community, and economic development needs and activities as identified through the Town's 2022-2026 consolidated planning process and consultation with the Town's 2026-2030 Capital Improvement Plan (CIP), and other planning documents prepared by the Town. For Fiscal Year 2026–2027, all proposed activities will be implemented town-wide.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Due to the Town receiving a relatively small CDBG allocation annually, the FY 2026-2027 funds will not be used for affordable housing. However, the Town provides additional incentives through its Workforce Housing Trust fund.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The Town of Jupiter does not have a Housing Authority. Parties requiring assistance in public housing or those desiring to transition to homeownership will rely upon Palm Beach County's public housing authority.

Actions planned during the next year to address the needs to public housing

The Palm Beach County Housing Authority (PBCHA) is committed to meeting the immediate needs of public housing residents and voucher recipients through targeted initiatives. This includes making sure vouchers are fully utilized, keeping existing units occupied, and reviewing housing options each year to expand affordable housing opportunities. PBCHA also leverages grants to provide supportive services that help families work toward economic self-sufficiency.

In addition to assisting low-income residents with rent, utility, and relocation assistance programs, PBCHA is actively seeking funding to support operations, maintain properties, and invest in capital improvements. The organization is also working to secure vouchers for vulnerable populations, including survivors of domestic violence, individuals experiencing homelessness, non-elderly people with disabilities, homeless veterans, families in unstable housing situations, and youth who have left foster care.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

PBCHA is dedicated to increasing resident involvement by seeking a Resident Board Member from its public housing and Housing Choice Voucher programs. The organization also supports the development of a Resident Advisory Board or Resident Councils to offer input on annual and five-year capital action plans.

To further promote economic stability, PBCHA is committed to adopting rent policies and evaluating programs that encourage employment through partnerships with local and regional organizations. It will also provide residents with the tools they need for job skills development and work to boost participation in programs like Family Self-Sufficiency (FSS), Jobs Plus, and ROSS for public housing residents, as well as FSS for HCV participants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Palm Beach County Housing Authority's Housing Choice Voucher program is currently designated as troubled, but the organization remains committed to improving operations, strengthening compliance, and increasing accountability. To stabilize the program, PBCHA will

leverage resources, management tools, and industry best practices to recruit, retain, and train staff. Efforts to address these issues will involve thorough analysis, strategic adjustments, and flexible solutions to adapt to evolving needs while ensuring regulatory compliance.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Town of Jupiter is committed to serving its homeless populations even though it does not currently have any homeless shelters within its Town limits.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The Town will continue its partnership with Palm Beach County's Homeless Outreach Team (HOT), which spearheads the County's homeless outreach program.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Town of Jupiter will continue its partnership with Palm Beach County's Homeless Outreach Team (HOT), which leads the County's homeless outreach program. The HOT team will continue to travel to various locations within Palm Beach County where homeless people are known to gather to conduct initial on-site assessments and make decisions on what programs and services are most needed. Town is assisting in their annual homeless count, typically done in January.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Town of Jupiter has an Interlocal agreement with the County to transport potential clients to the Lewis Center, which is the main point of access for homeless services in Palm Beach County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Town of Jupiter is within the boundaries of the West Palm/Palm Beach County CoC. Palm Beach County will continue to use HUD's Continuum of Care funding to support the operation of permanent supportive housing programs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded

institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Lewis Center will continue to coordinate with various hospitals and other facilities to enter into Memorandums of Agreement that establish the policies and procedures for hospitals and mental health institutions to make referrals to the Lewis Center.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Town Workforce Housing program provides the following

- Density bonuses up to 100 percent of base density of residential land use designation;
- Other incentives include traffic performance standard exemptions for workforce housing units and expedited permitting.
- Workforce housing plan – Inclusionary requirement of 6% for developments of 10 dwelling units or more and a requirement of 20% of increased density associated with a land use amendment or rezoning;
- Construction standards for workforce housing;
- Payment of fee or donation of land in lieu of constructing workforce dwelling units

AP-85 Other Actions – 91.220(k)

Introduction:

The Town of Jupiter plans to continue assisting the community in all possible avenues and takes pride in going the extra step in supporting its residents with responsive and exceptional municipal services including HOA and homeowner grant programs with a budget over \$80,000. The Town also supports numerous local non profits annually through its Charitable Donations. The budget for the program is \$50,000.

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting underserved needs are the lack of nonprofit human resources in the Town of Jupiter coupled with growing gaps between housing costs. The CDBG formula allocation is not enough to meet the needs of the underserved population within the Town. However, every year the Town hosts a hometown celebration called Jupiter Jubilee, and as a part of that, the Civic Fair houses over 50 local nonprofits. It is an opportunity for providers to reach potential clients across the Town.

Actions planned to foster and maintain affordable housing

The biggest challenges in meeting underserved needs in the Town of Jupiter are the limited nonprofit workforce units and the growing gap between housing costs. The current CDBG formula allocation isn't enough to fully support the town's underserved population. However, as part of the Town's annual hometown celebration Jubilee, every year Neighborhood Services hosts a Civic Fair that highlights approximately 50 local nonprofit agencies. This is an opportunity for service provides to outreach thousands of attendees at the Jubilee.

Actions planned to reduce lead-based paint hazards

Lead Based Poisoning Prevention Act of 1971, Section 570.608 of the CDBG regulations, rehabilitation work on housing built before 1978 that is financially assisted with program funds is subject to requirements that will control lead-based paint hazards. As necessary, the Town will require a risk assessment to identify lead-based paint hazards, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction to be completed. In addition, notices shall be sent to all purchasers or tenants of housing with potential lead-based hazards informing them of the potential existence of the hazards, the potential harmful effects, and the

Town staff designee's lead-based paint policy.

Actions planned to reduce the number of poverty-level families

As the lead agency for implementing the Consolidated Plan, Jupiter's Neighborhood Services team works closely with different partner organizations to meet the plan's goals. These partners include healthcare and social services, neighborhood residents, faith-based organizations, and other town departments. Rather than relying on a single program to target poverty, Jupiter takes an inclusive approach, understanding that its root causes—such as age, health, employment and housing access—vary. The primary focus is to provide residents with support they need.

Actions planned to develop institutional structure

Jupiter has created strong relationships with external organizations as well as internal departments to deliver programs, projects and services listed in the Consolidated Plan and the Action Plan.

The Town of Jupiter has competitively procured professional services for planning, administration, and implementation of its Community Development Block Grant (CDBG) program. The consultant will have the primary responsibility of overseeing the implementation of the strategies defined in the 2026-2027 Action Plan. The consultant will also be responsible for maintaining and improving the institutional structure necessary to carry out Jupiter's Consolidated Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The Town of Jupiter actively collaborates with public and private housing providers, as well as governmental health, mental health, and service agencies, to strengthen coordination and support for residents. In the past, the Town has distributed a needs assessment application to neighborhood task force members and social service agencies, including faith-based organizations. This application allowed those interested in applying for CDBG funds to support public service programs, direct client services, economic development initiatives, or eligible housing activities. Additionally, Jupiter has done one-on-one stakeholder interviews and public hearings to educate participants on CDBG funding and its eligible uses.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

For Program Year 2026-2027, Jupiter anticipates receiving \$327, 086 in CDBG funding to support two planned activities.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

TOWN OF JUPITER

RO-14 Wellhead Construction



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 58-26: Approving a contract with All Webbs Enterprises, Inc. for RO-14 Wellhead Construction (W2011E) for an amount of \$1,861,100

EXECUTIVE SUMMARY

Resolution 58-26 provides for the award of a construction contract to All Webbs Enterprises, Inc. ("AWE") of Jupiter, Florida for RO-14 Wellhead Construction (W2011E) for a total combined base bid and alternate bid amount of \$1,861,100.

In fiscal year (FY) 2020, a Community Investment Program (CIP) budget was adopted to construct three new Floridan Aquifer (FA) wells (RO-14, RO-15 and RO-16) to support long-term reliability of raw water supplies for the Town's reverse osmosis (RO) membrane treatment plant. A gradual decline in water quality and productivity in the Town's existing FA wells has impacted production capacity of the reverse osmosis (RO) membrane treatment plant and does not provide needed redundancy in supply for proactive well maintenance and when well equipment failures occur. Construction of these wells has been occurring in phases over the past several years. Phases 1, 2, and 3 of the CIP project, including well site clearing and site preparation, well drilling, and raw watermain extensions are complete. Phase 4 includes equipping the wells with piping, instrumentation, power and controls, and completing well site improvements necessary to place the wells into service. The proposed contract with AWE will complete Phase 4 for the RO-14 well site, which is located in an easement along the South Florida Water Management District (SFWMD) C-18 Canal right of way, west of Palm Beach Country Estates. A location map is provided as an attachment. Site improvements at RO-14 include construction of a retaining and screen wall with landscaping and fencing to provide a privacy buffer between the adjacent homeowner and the well site. The alternate bid item includes a unit price for restoration of the SFWMD C-18 Canal access road, if needed.

An Invitation to Bid for the project was publicly advertised in accordance with Florida Statutes and the Town's Procurement Policy. A total of three sealed bids were received and opened publicly on May 19, 2026, with the total base plus alternate bid prices ranging from \$1,861,100 to \$2,475,750. The lowest bid was submitted by All Webbs Enterprises, Inc. of Jupiter, Florida and is 4% lower than the next lowest bid. A detailed bid tabulation is attached for reference.

AWE's bid proposal was evaluated and reviewed for responsiveness to the bid requirements, qualifications, previous experience and project references, which were verified and reflect a favorable work history. A bid review memorandum is provided as an attachment.

Funding for construction of RO-14 is available in the Construction of FA Wells RO-14, RO-15, RO-16 (W2011) CIP project budget, as presented in the attached Project Budget. Design and permitting of RO-15 and RO-16 wellheads and the electrical and restroom building to be located at Jupiter Community Park is complete and bids for a construction contract will be received later this summer. Provided the proposed contract for RO-14 is approved on June 16, 2026, it is anticipated that a Notice to Proceed will be issued in July 2026, and the well will be placed into service by October 2028, as a result of significant lead times for the pumping equipment, electrical transformer and PLC panel.

Approval of this item will authorize the mayor to execute the proposed contract with All Webbs Enterprises, Inc. on behalf of the Town.

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

ANALYSIS

All Webbs Enterprises, Inc.'s bid, received and opened publicly on May 19, 2026, for a total amount of \$1,861,100 was found to be 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 construct the RO-14 wellhead improvements. Resolution 58-26 provides for Town Council's approval to award the RO-14 Wellhead Construction (W2011E) contract to All Webbs Enterprises, Inc. for the total base bid amount plus the alternate bid of \$1,861,100. Approval of this item will authorize the mayor to execute the contract on behalf of the Town.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 58-26
2. FY2026 CIP Sheet
3. Project Location Map
4. Detailed Bid Tabulation
5. All Webbs Enterprises' Bid
6. Proposed Contract between Town and Contractor
7. Bid Review Memorandum
8. Project Budget
9. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$1,861,100	
Amount Approved in Budget	\$6,872,987	Sources: CIP Acct 40151033-563402-W2011

For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 58-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR RO-14 WELLHEAD CONSTRUCTION (W2011E) WITH ALL WEBBS ENTERPRISES, 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 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 for construction of the RO-14 wellhead; and

WHEREAS, the lowest responsive bid received by the Town for the RO-14 Wellhead Construction (W2011E) contract was submitted by All Webbs Enterprises, Inc. ("AWE") of Jupiter, Florida on May 19, 2026, for a total base plus alternate bid price of \$1,861,100; and

WHEREAS, AWE's bid submitted on May 19, 2026, for RO-14 Wellhead Construction (W2011E) was reviewed and found to be responsive to the bid requirements and suitable for award of the proposed construction contract; and

WHEREAS, funding for this project was appropriated and is available in the Town's Fiscal Year 2026 Community Investment Program (CIP) under the Construction of Floridan Aquifer Wells RO-14, RO-15, and RO-16 project budget (W2011).

**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 All Webbs Enterprises, 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, AWE shall be responsible for carrying out all responsibilities which have been established therein.

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

06/16/2026

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030**

Project Name:	Department:	
Construction of Floridan Aquifer Wells RO-14, RO-15 & RO-16	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility	W2011	2027

Project Description and Justification:

Construction of three Floridan Aquifer (FA) wells, approximately 1,500 feet deep to supplement raw water to the reverse osmosis water treatment plant is necessary to reduce stress on existing FA wells, to meet water production demands, and to slow the rate of raw water degradation being experienced in the FA production zone. Drilling of the wells, construction of the raw water mains, construction of wellhead mechanical and electrical components, and an electrical building providing both primary and emergency power are included in this project.

Gradual degradation of water quality and productivity in the FA water supply necessitates this project. Well RO14 is located in a well site easement along the C-18 Canal right of way in Palm Beach Country Estates and wells RO15 and RO16 are located along the Island Way corridor, at the north and south ends of Jupiter Community Park (JCP). The Island Way wellfield requires an electrical building with emergency generator to provide primary and emergency power to the wells. The electrical building will also serve the surficial aquifer wells located along the Island Way corridor and include bathrooms and storage for JCP. The building and electrical components will be sized to support future wellfield expansion including up to two additional FA wells within future development along Island Way.

A series of phased projects have occurred since 2021, including wellsite preparation, well drilling, and extension of raw water mains with investment close to \$11M. Design of the final phase of work is underway and will entail construction of the electrical building and generator along with wellhead mechanical and electrical components necessary to make the wells operational. The wells are expected to be placed into service in 2027, with completion of the electrical building. A budget reduction of \$376,605 to the funding request for FY2026 has been made as a result of completing well drilling activities under the estimated budget.

Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Additional funding necessary to complete the electrical building and wellhead mechanical and electrical components in accordance with current construction market pricing	2027/4	\$609,311
2027			\$0
2028			\$0
2029			\$0
2030			\$0

Project Photo(s) / Map of Location



**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2026 - 2030**

Project Name:							Department:
Construction of Floridan Aquifer Wells RO-14, RO-15 & RO-16							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							W2011
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	\$2,129,600	\$0	\$0	\$0	\$0	\$0	\$2,129,600
Construction	\$16,389,698	\$609,311	\$0	\$0	\$0	\$0	\$16,999,009
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$18,519,298	\$609,311	\$0	\$0	\$0	\$0	\$19,128,609
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	\$18,519,298	\$609,311	\$0	\$0	\$0	\$0	\$19,128,609
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
Total Revenues	\$18,519,298	\$609,311	\$0	\$0	\$0	\$0	\$19,128,609
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$10,648,000	\$0	\$2,493,098	\$5,245,848	\$132,352	\$0	\$18,519,298
Amount Expended	\$8,909	\$266,251	\$876,998	\$1,990,653	\$5,917,221	\$2,015,353	\$11,075,385
Current Encumbrances						\$1,536,432	\$1,536,432
Remaining Available Budget							\$5,907,481

EXISTING
WELL RO-13

PROJECT LOCATION
WELL RO-14





**Town of Jupiter Utilities
RO-14 WELLHEAD CONSTRUCTION (W2011E)**

May 19, 2026 2:00pm Bid Opening

VENDOR				ALL WEBBS ENTERPRISES, INC.		FLORIDA DESIGN DRILLING LLC.		DOUGLAS N. HIGGINS, INC.	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	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
2	Bonds and Insurance (Not to exceed 3% of Construction Bid Items)	1	LS	\$48,000.00	\$48,000.00	\$60,000.00	\$60,000.00	\$73,200.00	\$73,200.00
3	Unforeseen Conditions Allowance	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
4	General Conditions/Contract Administration (Not to exceed 3% of Construction Bid Items)	1	LS	\$48,000.00	\$48,000.00	\$60,000.00	\$60,000.00	\$73,200.00	\$73,200.00
5	Mobilization and Demobilization (Not to exceed 10% of Construction Bid Items)	1	LS	\$160,000.00	\$160,000.00	\$195,000.00	\$195,000.00	\$244,000.00	\$244,000.00
6	Shop Drawings, Survey Layout, & Record Drawings	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
7	Pre-Construction and Post-Construction Video	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
8	RO-14 Civil and Mechanical Improvements	1	LS	\$400,000.00	\$400,000.00	\$592,894.00	\$592,894.00	\$774,000.00	\$774,000.00
9	RO-14 Structural Improvements	1	LS	\$50,000.00	\$50,000.00	\$175,000.00	\$175,000.00	\$236,000.00	\$236,000.00
10	RO-14 Electrical and Instrumentation Improvements	1	LS	\$500,000.00	\$500,000.00	\$490,000.00	\$490,000.00	\$597,500.00	\$597,500.00
11	RO-14 Disinfection and Sampling Setup	1	LS	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$55,400.00	\$55,400.00
12	RO-14 Bacteriological Testing	1	LS	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$12,600.00	\$12,600.00
13	RO-14 Site Retaining Wall	1	LS	\$300,000.00	\$300,000.00	\$125,000.00	\$125,000.00	\$214,000.00	\$214,000.00
14	Restoration at Wellsite RO-13	1	LS	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
15	Restoration at Wellsite RO-14	1	LS	\$75,000.00	\$75,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00
TOTAL BASE BID PRICE: (ITEM NOS. 1-15) =					\$1,786,100.00		\$1,885,994.00		\$2,442,000.00
ALTERNATE BID ITEMS									
AA1	Restoration of Bluegill Trail between Wellsite RO-13 and Wellsite RO-14	250	CY	\$300.00	\$75,000.00	\$215.00	\$53,750.00	\$135.00	\$33,750.00
TOTAL ALTERNATE BID PRICE: (ITEM Nos. AA1) =					\$75,000.00		\$53,750.00		\$33,750.00
TOTAL BASE BID + ALTERNATE BID PRICE: (ITEM NOS. 1-15 + AA1) =					\$1,861,100.00		\$1,939,744.00		\$2,475,750.00

BID FORMS

Bidding Company Name: All Webbs Enterprises, 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 Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; 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 construct all civil, mechanical, structural, and electrical improvements required to complete the RO-14 Floridan Aquifer raw water well improvements depicted on the drawings and in accordance with these specifications to provide a complete and functional system. Contractor's duties include, but are not be limited to: providing and paying for mobilization and demobilization; preconstruction videoing; project area dewatering; labor, materials, and equipment; tools, construction equipment, and fuel; electric, water, and utilities required for construction; freight and sales tax; testing and laboratory services; surveying and field engineering; record information in electronic form (both AutoCAD and PDF) and a hardcopy; compliance with all the conditions of the permits issued for this project; any other incidental labor, materials, and equipment required to construct the project; site restoration.

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: All Webbs Enterprises, Inc.

BID SCHEDULE OF VALUES

RO-14 WELLHEAD CONSTRUCTION (W2011E)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A. BASE BID ITEMS					
1	Consideration of Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance (Not to exceed 3% of Construction Bid Items)	1	LS	\$ <u>48,000</u>	\$ <u>48,000</u>
3	Unforeseen Conditions Allowance	1	LS	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
4	General Conditions/Contract Administration (Not to exceed 3% of Construction Bid Items)	1	LS	\$ <u>48,000</u>	\$ <u>48,000</u>
5	Mobilization and Demobilization (Not to exceed 10% of Construction Bid Items)	1	LS	\$ <u>160,000</u>	\$ <u>160,000</u>
6	Shop Drawings, Survey Layout, & Record Drawings	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
7	Pre-Construction and Post-Construction Video	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
8	RO-14 Civil and Mechanical Improvements	1	LS	\$ <u>400,000</u>	\$ <u>400,000</u>
9	RO-14 Structural Improvements	1	LS	\$ <u>50,000</u>	\$ <u>50,000</u>
10	RO-14 Electrical and Instrumentation Improvements	1	LS	\$ <u>500,000</u>	\$ <u>500,000</u>
11	RO-14 Disinfection and Sampling Setup	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
12	RO-14 Bacteriological Testing	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
13	RO-14 Site Retaining Wall	1	LS	\$ <u>300,000</u>	\$ <u>300,000</u>
14	Restoration at Wellsite RO-13	1	LS	\$ <u>50,000</u>	\$ <u>50,000</u>
15	Restoration at Wellsite RO-14	1	LS	\$ <u>75,000</u>	\$ <u>75,000</u>
Total Base Bid Amount, (Item Nos. 1 - 15) =				\$ <u>1,786,100</u>	

RO-14 WELLHEAD CONSTRUCTION (W2011E)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
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B. ALTERNATE BID ITEMS

AA1	Restoration of Bluegill Trail between Wellsite RO-13 and Wellsite RO-14	250	CY	\$ <u>300</u>	\$ <u>75,000</u>
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Total Alternate Bid Amount, (Item No. AA1) = \$ 75,000

Total Base Bid Amount + Alternate Bid Amount, (Item Nos. 1 - 15 + AA1) = \$ 1,861,100

* 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 - 15) in Words: one million seven hundred eighty six thousand one hundred dollar

Total Alternate Amount (Item No. AA1) in Words: Seventy five thousand dollars

Total Base Bid Amount + Alternate Bid Amount (Item Nos. 1 - 15 + AA1) in Words: one million eight hundred sixty one thousand one hundred dollars

*This page should be clearly marked with a tab for easy identification during the bid opening process.

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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:

Eugene Haggerty LC035886

1. State the numbers of years Bidder's firm has been doing business in the State of Florida:

48

2. State the number of years Bidder's firm has been doing business as a registered General Contractor licensed in the State of Florida:

23

3. Bidder typically performs 90 % 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:

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 the Contract will be managed.

309 Commerce Way Jupiter, FL 33458

6. State the number of employees available to complete the work contemplated by the Contract.

80

7. Provide the name and experience of the Project Manager who will be assigned to the 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).

David Webb Sr. (2003-present) Engineer/operations manager/
cementer/logger/vic president

8. Provide name and experience of the Project Superintendent who will be assigned to the 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).

We have a number of experienced superintendents,
drillers, and righands available to perform this work.

A list of personnel will be provided if requested.

Superintendent - Cameron Kiss (Please see Cameron's attached resume)

9. List equipment owned by Contractor to complete the Work identified for the Contract.

~~none~~ please see the attached equipment list

10. List equipment to be rented by Contractor to complete the Work of the Contract.

none

QUALIFICATION REQUIREMENTS (CONTINUED)

11. 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: Town of Jupiter W2011

TOTAL LD AMOUNT ASSESSED: \$58,000

REASON FOR LDs: UNTIMELY COMPLETION

PROJECT/OWNER/CONTACT INFO: _____

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

PROJECT/OWNER/CONTACT INFO: _____

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

12. 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: _____

13. 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.
14. 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.

QUALIFICATION REQUIREMENTS (CONTINUED)

NOTES:

- a. Bidder shall complete and submit with the Sealed Bid the following Bidder's Previous Experience & References 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. The Subcontractor's Previous Experience & References form is provided in the Appendices. Major Subcontractors shall provide previous experience and references for at least three (3) projects completed over the past three (3) years.
- b. Bidder must include Previous Experience & References form for at least three (3) retaining wall projects completed over the past three (3) years. Reference form may be for work performed by the bidder or the subcontractor identified to perform this portion of the Work. Bidder can refer to Drawing Sheet C-9 for qualifications pertaining to the retaining wall.
- c. Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.
- d. In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

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BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Gulfstream Floridan Aquifer Well F-1. Gulfstream Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: Construct Floridan Aquifer Well to 1500'. 24" steel casing to 300'. 12" Certa-Lok

SDR17 PVC casing to 1250'. 10.5" open hole to 1500'. Development, step-rate pump test, geophysical logging, acidize, final wellhead.

CONTRACT VALUE: \$1,324,000

TOTAL VALUE OF CHANGE ORDERS: N/a

REASON FOR CHANGE ORDERS: N/a

CONTRACT START AND COMPLETION DATES: April 2021 - January 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Ryan Swilley, Gulf Stream Golf Club

561-278-3993

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

John Fredriches JLA Geosciences

561-746-0288, Ext. 140. jfriedriches@jlageosciences.com

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(2) NAME & LOCATION OF PROJECT: WRF Deep Injection Well, Stuart Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: Injection well liner & Wellhead. Piping and dual zone Monitor well & Pumps

CONTRACT VALUE: \$4,889,000

TOTAL VALUE OF CHANGE ORDERS: N/a

REASON FOR CHANGE ORDERS: N/a

CONTRACT START AND COMPLETION DATES: March 2022 - May 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, Marc Rogolino, mrogolino@ci.stuart.fl.us
772-221-4700

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

John Fredriches JLA Geosciences

561-746-0288, Ext. 140. jfriedriches@jlageosciences.com

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(3) NAME & LOCATION OF PROJECT: SMRU Well S-15R. Hobe Sound, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: Well with wellhead pump motor and controls

CONTRACT VALUE: \$1,292,370

TOTAL VALUE OF CHANGE ORDERS: N/a

REASON FOR CHANGE ORDERS: N/a

CONTRACT START AND COMPLETION DATES: June 2023 - July 2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: South Martin Regional Utility

Stuart Trent - strent@tji.martin.fl.us - 772-260-8936

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

John Fredriches JLA Geosciences

561-746-0288, Ext. 140. jfriedriches@jlageosciences.com

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(4) NAME & LOCATION OF PROJECT: Upper Aquifer Well FW-2, Jupiter Island Club

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: Floridan Well & Wellhead with Pad, Pump, Electrical and Control.

CONTRACT VALUE: \$3,531,650

TOTAL VALUE OF CHANGE ORDERS: N/a

REASON FOR CHANGE ORDERS: N/a

CONTRACT START AND COMPLETION DATES: June 2023 - October 2025

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Rob Kloska - 772-263-2541

Rkloska@thejic.com

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

John Fredriches JLA Geosciences

561-746-0288, Ext. 140. jfriedriches@jlageosciences.com

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(5) NAME & LOCATION OF PROJECT: Deep Injection Well Rerating. Plan for IW-1 & Deep Monitor Wellhead Replacement

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: Repair IW-1 at 8,800 GPM by Providing PWMBS & Piping, Remove & Replace Wellhead at MWB

CONTRACT VALUE: \$740,000

TOTAL VALUE OF CHANGE ORDERS: N/a

REASON FOR CHANGE ORDERS: N/a

CONTRACT START AND COMPLETION DATES: January 2022 - August 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Brevard County Utility

ENGINEERING FIRM (DURING CONSTRUCTION): CDM Smith

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Jason Mills (321) 689-0324

ADDITIONAL INFORMATION:

SECTION 00301

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

David Webb, Jr., being duly sworn, deposes and says that:

- (1) He/she is Vice President of All Webbs Enterprises, Inc., the
(Title) (Firm/Company)
Bidder that has submitted the attached Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th day of May, 2026 (year) by David Webb Jr, who is personally known to me or who has produced as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary – Typed, printed or stamped)

(Notary Seal / Serial Number)

(Date)



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

RETAINING WALL PREVIOUS EXPERIENCE & REFERENCES

(1) NAME & LOCATION OF PROJECT: Avenida P3, Palm Beach Gardens

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [] PRIME CONTRACTOR [] SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: Storm water P3 - CAST-IN-Place
Concrete.

CONTRACT VALUE: \$ 8,100,364.63

TOTAL VALUE OF CHANGE ORDERS: \$ 132,364.63

REASON FOR CHANGE ORDERS: Owner Drive

CONTRACT START AND COMPLETION DATES: 2021

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): YES

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: AVENIR DEVELOPMENT LLC
c/o Mock-Ross

ENGINEERING FIRM (DURING CONSTRUCTION): Mock-Ross

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

EDUARDO DURAN

EDUARDO.DURAN@MOCKROSS.COM - (561) 932-4778

ADDITIONAL INFORMATION: _____

RETAINING WALL PREVIOUS EXPERIENCE & REFERENCES

(2) NAME & LOCATION OF PROJECT: Town of Palm Beach D-12 PS

Town of Palm Beach

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2026

SCOPE OF WORK: Storm water Pump Station Retaining - CAST-IN-Place Concrete

CONTRACT VALUE: \$ 1,052,691

TOTAL VALUE OF CHANGE ORDERS: \$ 105,011.00

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: 7/2023 — 4/2026

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): YES

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Town of Palm Beach

Dennis Polski, dpolski@Town of Palm Beach.com, (561) 838-5440

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

David Calle, (864) 884-8339

David.Calle@Kimley-Horn.com

ADDITIONAL INFORMATION: _____

RETAINING WALL PREVIOUS EXPERIENCE & REFERENCES

(3) NAME & LOCATION OF PROJECT: Jupiter Inlet Beach Club Sewer
Jupiter Inlet Colony

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

SCOPE OF WORK: New Sewer w/ concrete cap & facing,
cast-in-place concrete

CONTRACT VALUE: \$993,463

TOTAL VALUE OF CHANGE ORDERS: \$105,482.87

REASON FOR CHANGE ORDERS: OWNER DRIVEN

CONTRACT START AND COMPLETION DATES: 8/2025 - 3/2026

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): YES

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Jupiter Inlet Beach
Club c/o Engineer

ENGINEERING FIRM (DURING CONSTRUCTION): Isiminger & Stubbs Engineering

ENGINEER CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS:

Mark Powell (561) 881-0003, mpowell@coastal-engineers.com

ADDITIONAL INFORMATION: _____

LIST OF SUBCONTRACTORS

Bidder shall list below information regarding subcontractors who will perform work or labor or render service to the prime contractor in or about the construction of the Work or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Bidder may indicate "self-perform" for Work they are qualified to self-perform. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

Work to be performed	Subcontractor Name and Address	Subcontractor License Number	Percent of Total Contract
Civil and Mechanical	SELF PERFORMED		
Retaining Wall	MURRAY LOGAN CONSTRUCTION	GC	
Underground Utilities	SELF PERFORMED		
HDPE Pipe Fusion	HDPE INC. / FERGUSON.		
Stainless Steel Fabricator/Welder	PHICS MAINT.		
Electrical	Energy Efficient Electric, Inc. 1600 Mercer Avenue Suite 6, West Palm Beach, FL 33401	FL License #EC0001096	
Instrumentation & Control	CC Controls		
Landscaping and Irrigation	SELF PERFORMED		
Floridan Aquifer Well Kill	SELF PERFORMED		

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Attach additional pages as needed.

LIST OF EQUIPMENT AND MATERIAL SUPPLIERS

Bidder shall list below information regarding suppliers who will perform work or specially fabricate or supply equipment and/or materials to the prime contractor in or about the construction of the Work or improvement according to the plans and specifications. Supplier name and estimated lead time provided as time of bid submission must be provided for the items listed below, at a minimum. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

Equipment and Materials to be Supplied	Supplier Name and Address	Estimated Lead Time	Percent of Total Contract
Valves	FERGUSON	30 weeks	< 5%
HDPE Pipe	FERGUSON	4 week	< 2%
Stainless Steel Pipe	FERGUSON	30 weeks	< 10%
Well Pump	CARRA & TOM WANS VERPAIN & SONS 2007	34 34 weeks avg	< 10%
RTU PLC Panel	CC Controls	34 weeks "	< 2
Well Control Panel	CC Controls	34 "	< 5
Variable Frequency Drive	CC Controls	34 "	<
Instrumentation	CC Controls	34 "	< 2
Transformer	Square D by Schneider Electric C/O Peninsular Electric Dist. 1301 Old Okeechobee Rd, West Palm Beach, FL 33401	150 days after release	< 5%
Fiber Optic Cable	CC Controls	34 "	< 1

BID FORM CHECKLIST
RO-14 WELLHEAD CONSTRUCTION (W2011E)

Bidder to use this form as a final checklist to confirm all required bid forms are included with the bid submission. Owner to use this checklist when evaluating bid submissions for responsiveness.

Initials	No.	Bid Form
DN	1	Schedule of Values
DN	2	List of Subcontractors
DN	3	List of Equipment and Material Suppliers
DN	4	Qualification Requirements form
DN	5	General Contractor's License
DN	6	State of Florida Business License
DN	7	Bidder's Previous Experience & References (minimum of 5 over the last 5 years)
DN	8	Subcontractor's Previous Experience & References (min. 3 over last 3 years) for major subcontractors and retaining wall subcontractor
DN	9	Bid Acknowledgement Page
DN	10	Bid Signature Page
DN	11	Contractor Safety Qualification Form
DN	12	Certificate(s) of Insurance
DN	13	EMR Documentation
DN	14	Contractor E-Verify Affidavit with supporting documentation
DN	15	Subcontractor E-Verify Affidavit with supporting documentation for each subcontractor
DN	16	Sworn Statement
DN	17	Trench Safety
DN	18	Bid Bond

BID ACKNOWLEDGEMENT

If awarded the Contract, the undersigned agrees to execute the attached 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. PW (Initial)

Substantial Completion: 420 calendar days from Notice to Proceed
Final Completion: 450 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. PW (Initial)

There is enclosed a bid guarantee consisting of five percent (5%) of bid price. PW (Initial)

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 1 (insert number) Addenda for this project. PW (Initial)

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 Owner, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned. PW (Initial)

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

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". PW (Initial)

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 the 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. PW (Initial)

BID SIGNATURE PAGE

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

SUBMITTAL DATE May 19th, 2026

FIRM NAME All Webb's Enterprises, Inc

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 59-2418764
(If the entity has no FEIN, include the Social Security Number of the individual signing this Bid.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL David Webb, Jr

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL davidwebbjr@allwebbs.com

BUSINESS ADDRESS 309 Commerce Way Jupiter, Florida 33458

BUSINESS TELEPHONE 561-746-2079

STATE OF INCORPORATION Florida

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

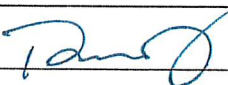
David Webb - President - 309 Commerce Way Jupiter, FL 33458

David Webb Jr - Vice President - 309 Commerce Way Jupiter, FL 33458

Deborah Webb - Secretary - 309 Commerce Way Jupiter, FL 33458

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

David Webb Jr - davidwebbjr@allwebbs.com - 561-718-5092

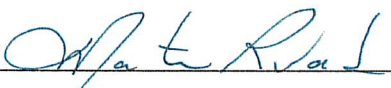


Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 19th day of May, 20 26 by David Webb Jr of All Webb's Enterprises, inc, who [☒] is personally known to me or [☐] has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028


NOTARY PUBLIC

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION			
Company Name: <u>All Webbs Enterprises, Inc.</u>			
Address 1: <u>369 Commerce Way</u>			
Address 2: <u>N/A</u>			
City, State, Zip: <u>Jupiter, FL 33458</u>			
Telephone No.: <u>561-746-2079</u>			
Fax No.: <u>N/A</u>			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General 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?			
<u>6 years</u>			
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 Owner 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 Owner's procurement policies and applicable law.			
Year	Intrastate EMR	Interstate EMR	Comments
<u>2025</u>	<u>0.74</u>		
<u>2024</u>	<u>0.87</u>		
<u>2023</u>	<u>1.17</u>		

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Dan Yeckes

Address 1: 1200 University Blvd Suite 200, Jupiter FL, 33458

Address 2:

City, State, Zip: Jupiter, FL, 33458

Telephone No.: 561-339-3717

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Statistic	Year: <u>2025</u>		Year: <u>2024</u>		Year: <u>2023</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Restricted Workday Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Medical Treatment (not First Aid) Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Total Illness Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Total Recordable Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Fatalities	<u>0</u>		<u>0</u>		<u>0</u>	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

No Fatalities

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: daily
- 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: David Webb Jr. Title: Vice President

How frequently will the representative visit the project site? once a month

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, provide a brief summary of the program in the space below. (Contractor shall submit a copy of their safety program upon request by Owner or with signed contracts, whichever occurs first).

Please see attached

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: David Webb Jr. Title: Vice President

Telephone No.: 561-718-5092

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): David Webb, Jr. Title: Vice President

Signature: [Signature] Date: 5/19/2026



5/22/26

EMR Narrative – All Webb’s Enterprises, Inc.

To Whom it may concern,

As Agent of Record for All Webbs Enterprises, Inc., please let this letter serve as explanation for the elevated 2023 MOD (1.17). This MOD is reflective of an injury sustained in 2019, which occurred as a result of an equipment guard failure. The incident was a ‘shock loss’ and not attributable to an unsafe workplace. All Webb’s loss history has remained excellent since the 2019 incident, as evident in their current MOD of .74.

Should you need additional supporting information, feel free to contact me via methods below.

Respectfully submitted,

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

Daniel Yeckes
Vice President / Commercial Agent
Insurance Office of America
Dan.yeckes@ioausa.com

1200 University Blvd Suite 200 • Jupiter • FL • 33458
Direct: 561-296-5969 • Cell: 561-339-3717 • Fax: 561-776-0670
www.ioausa.com

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that All Webb's Enterprises, 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 All Webb's Enterprises, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: David Webb, Jr

Date: 5/19/2026

STATE OF FLORIDA

COUNTY OF Palm Beach

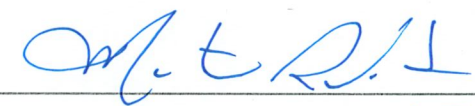
The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 5/19th/26 (date) by David Webb Jr (name of officer or agent, title of officer or agent) of All Webb's Enterprises, Inc (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

Notary Public



Name typed, printed or stamped Martine Rivard

My Commission Expires: 6/3/2028

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the **All Webbs Enterprises, Inc. (Employer)**. The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 367646

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer All Webbs Enterprises, Inc.	
Name (Please Type or Print) David W Webb	Title
Signature Electronically Signed	Date 10/26/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/26/2010

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	All Webbs Enterprises, Inc.
Company Facility Address	309 Commerce Way Jupiter, FL 33458
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	592418764
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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

FLORIDA

1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Nick Lee
Phone Number (561) 746 - 2079
Fax Number
Email Address nick@allwebbs.com

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SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Sean M. Viau

Print Name: Sean M. Viau

Date: 5/19/2026

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this May 19, 2026 (date) by Sean M. Viau - President (name of officer or agent, title of officer or agent) of Energy Efficient Electric, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Christine French

Name typed, printed or stamped

My Commission Expires:





Company ID Number: 2059087



E-VERIFY IS A SERVICE OF DHS AND SSA

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and **ENERGY EFFICIENT** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer ENERGY EFFICIENT ELECTRIC, INC.	
Name (Please Type or Print) Patricia J Downey	Title
Signature Electronically Signed	Date 01/13/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/13/2023



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	ENERGY EFFICIENT ELECTRIC, INC.
Company Facility Address	1600 MERCER AVE. SUITE #6 WEST PALM BEACH, FL 33401
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	592122463
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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

FL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Patricia J Downey
Phone Number 5616557211105
Fax
Email patti@energyeff.com



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This list represents the first 20 Program Administrators listed for this company.



Menu

My Company Account

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
ENERGY EFFICIENT ELECTRIC, INC.	ENERGY EFFICIENT ELECTRIC, INC.
Company ID	Enrollment Date
2059087	Jan 13, 2023
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
592122463	---
DUNS Number	Total Number of Employees
---	20 to 99
NAICS Code	Sector
238	Construction
Subsector	
Specialty Trade Contractors	

Edit Company Information

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

1600 MERCER AVE.
SUITE #6
WEST PALM BEACH, FL 33401

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



Company ID Number: 1754757

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Murray Logan Construction LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1754757

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Murray Logan Construction LLC
Company Facility Address	313 65th Trail North West Palm Beach, FL 33413
Company Alternate Address	101 Sansburys Way West Palm Beach, FL 33411
County or Parish	PALM BEACH
Employer Identification Number	872566543
North American Industry Classification Systems Code	237
Parent Company	Vecellio Group Inc
Number of Employees	20 to 99
Number of Sites Verified for	1

SWORN STATEMENT

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

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

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]
by David Webb Jr - Vice President
[print individual's name and title]
for All Webbs Enterprises, Inc
[print name of entity submitting sworn statement]
whose business address is 309 Commerce Way, Jupiter FL 33408

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-2418764

(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.



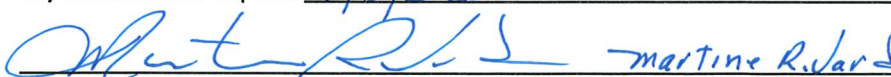
[signature]

Sworn to and subscribed before me this 19th day of May, 2026

Personally known David Webb Jr

OR Produced identification _____ Notary Public – State of Florida

My commission expires 6/3/2028



(Printed typed or stamped commissioned name notary public)

MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028



TRENCH SAFETY

Bidder acknowledges that included in the various items of the bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

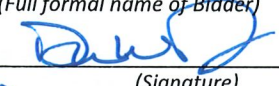
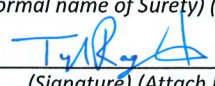
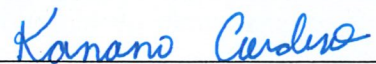
TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
A. <u>Compliance</u>	<u>LF</u>		<u>\$1.00</u>	
B. <u>Special Shoring</u>	<u>LF</u>		<u>\$50.00</u>	
C. _____				
D. _____				

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: All Webb's Enterprises, Inc. Phone: 561-746-2079 Address (principal place of business): 309 Commerce Way, Jupiter, FL 33458 Email Address: davidwebbjr@allwebbs.com		Name: Swiss Re Corporate Solutions America Insurance Corporation Phone: 816-235-3700 Address (principal place of business): 1200 Main St, Suite 800, Kansas City, MO 64105 Email Address: tragland@johnsonandcompany.net	
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: MitchellS@jupiter.fl.us		Project (name and location): RO-14 Wellhead Construction (W2011E) Jupiter, FL The project site is located in Unincorporated Palm Beach County, along the SFWMD access road off of Bluegill Trail on the east side of the C-18 Canal, just west of 150 th Ct. N. in Palm Beach Country Estates. Bid Due Date: May 19, 2026	
BOND			
Penal Sum: 5% of amount bid		Date of Bond: May 19, 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	
All Webb's Enterprises, Inc.		Swiss Re Corporate Solutions America Insurance Corporation	
(Full formal name of Bidder)		(Full formal name of Surety) (corporate seal)	
By: 	By: 		
(Signature)	(Signature) (Attach Power of Attorney)		
Name: David Webb Jr.	Name: Tyler Ragland		
(Printed or typed)	(Printed or typed)		
Title: VP	Title: Attorney-in-Fact & FL Licensed Resident Agent		
Attest: 	Attest: 		
(Signature)	(Signature)		
Name: Noah Mikulski	Name: Kanani Cordero		
(Printed or typed)	(Printed or typed)		
Title: Assistant Project MGR	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.			

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON and TYLER RAGLAND

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of May, 2026.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
David Webb

License No. 11342 Expires 7/31/2027


DISTRICT CERTIFICATION OFFICER



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HAGGERTY, EUGENE

ALL WEBBS ENTERPRISES INC
7980 SOUTHEAST RIVER LANE
STUART FL 34997

LICENSE NUMBER: CGC035886

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/06/2026

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.





ALLWEBB-01

SILVAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2025

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 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Danae Bahamondes		
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No):	
	E-MAIL ADDRESS: Danae.Bahamondes@ioausa.com		
INSURED All Webbs Enterprises, Inc. 309 Commerce Way Jupiter, FL 33458	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Florida Citrus, Business & Industries Fund		15764
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	X 106596432024	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

A Waiver of Subrogation applies in favor of Town of Jupiter with respects to Work Comp per form WC000313 4/84 when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter Attn: Amanda Barnes 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 1/1/2025 Policy No. 10659643-2024

Endorsement No.

Policy Effective Dates: 01/01/2025 - 01/01/2026

Premium \$

Insured: ALL WEBBS ENTERPRISES, INC.

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

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Page 1 of 1

74

Page 308 of 415



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

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 Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	CONTACT NAME: Denise Carberry PHONE (A/C, No, Ext): 407-831-3832 E-MAIL ADDRESS: denise@blackadar.com FAX (A/C, No): 407-830-4681
INSURED All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458	ALLWEBB-01 INSURER(S) AFFORDING COVERAGE INSURER A : Indian Harbor Insurance Co INSURER B : Depositors Insurance Company INSURER C : Allied Insurance INSURER D : INSURER E : INSURER F :
	NAIC # 36940 42587

COVERAGES

CERTIFICATE NUMBER: 1138914617

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ACP3069536665	11/2/2025	11/2/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ACP3069536665	11/2/2025	11/2/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			ACP3069536665	11/2/2025	11/2/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A C	Contractors Pollution Professional Liability Installation Floater			PEC005301807 PEC005301807 ACP3069536665	11/2/2025 11/2/2025 11/2/2025	11/2/2026 11/2/2026 11/2/2026	\$2M/\$3M per claim \$2M/\$3M per claim \$750,000 \$2,000,000 Aggreg \$3,000,000 Aggreg \$10,000 Ded.

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

Equipment Floater - Policy #ACP3069536665 11/2/2025 TO 11/2/2026: Rented/Leased Equip. \$750,000 / \$25,000 Deductible

General Liability: Blanket Additional Insured including completed operations, Primary & Non- Contributory, Blanket Waiver of Subrogation when required by written contract. Business Auto: Primary & Non- Contributory, Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Pollution Liability: Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Umbrella follow General Liability & Auto Liability forms.

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter Utilities 210 Military Trail Jupiter FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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State of Florida

Department of State

I certify from the records of this office that ALL WEBBS ENTERPRISES, INC. is a corporation organized under the laws of the State of Florida, filed on August 11, 1983.

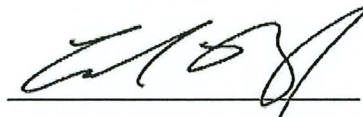
The document number of this corporation is G53896.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2026*




Secretary of State

Tracking Number: 7109691578CC

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

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

List of Current Equipment

Description (Quantity)	Capacity
(3)Schramm TXD 200 Hydraulic Top Drive 2006, 2012, 2014	200,000 lbs up to 64" diameter
(2)Challenger 320 Kelly Rotary 1980	200,000 lbs up to 54" diameter
(2)Foremost DR HD 24 2009,2017	75,400 lbs up to 36" diameter
(1)Foremost DR 24 2017	117000 lbs up to 36" diameter
Steel Containment Pads (3)	Built custom to site to contain rig and fluids system, ¼" steel floor with 24" lbeam wall on perimeter
Electric Mud Systems (5) Pumps, shakers, desilter units, tanks	3,000 gpm, (4) 22,000 gallon tanks
Air Compressors (4)	400 cfm/200 psi
Double White Band Drill Pipe 6 5/8 inch 7 inch 5 inch 3 ½ inch	4000 feet 2000 feet 2000 feet 6000 feet
Drill Collars (12)	4" – 12"
Stabilizers (numerous)	60" and lower
Bits (numerous)	64" and lower
Cement Mixing and Pumping Trailer (3) Trican Cement Unit (1)	Haliburton type 375 hp, 10 bbl/min recirculating continuous jet mixer, Coriolis density meter, pickup pump,
Logging Trucks (3)	Each fully equipped for all logs and videos
Acidization Unit	HCL capable acid unit
Chlorination Unit	All well disinfection
Tanker Trailers (2)	6300 gallon stainless and aluminum
Support equipment (3) Loaders, (6) cranes, (7) backhoes, (1) trackhoe (1) dump trailer, (6) welders, (5) storage tanks, (5)semi tractors, (1) vac truck	Good working equipment owned by AWE to support day to day drilling operations.

CONTRACT BETWEEN OWNER AND CONTRACTOR - REVISED BY ADDENDUM 3

This Contract made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "Owner", and All Webbs Enterprises, Inc., 309 Commerce Way, Jupiter, FL 33458, a State of Florida Corporation, 59-2418764 (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 construct all civil, mechanical, structural, and electrical improvements required to complete the RO-14 Floridan Aquifer raw water well improvements depicted on the drawings and in accordance with these specifications to provide a complete and functional system.

Contractor's duties include, but are not be limited to: providing and paying for mobilization and demobilization; preconstruction videoing; project area dewatering; labor, materials, and equipment; tools, construction equipment, and fuel; electric, water, and utilities required for construction; freight and sales tax; testing and laboratory services; surveying and field engineering; record Information in electronic form (both AutoCAD and PDF) and a hardcopy; compliance with all the conditions of the permits issued for this project; any other incidental labor, materials, and equipment required to construct the project; site restoration.

(hereinafter "Work").

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the following:
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
- 2.2 Owner will administer the Contract during the construction phase.

ARTICLE 3. CONTRACT TIME; LIQUIDATED DAMAGES.

- 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 shall be timely completed in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion:	420 calendar days from Notice to Proceed
Final Completion:	450 calendar days from Notice to Proceed

Time is of the essence with respect to all Work performed by Contractor under this contract.

- 3.2 The Terms Substantial Completion and Final Completion shall be given the definitions provided in Article 1 of the General Conditions and Article 1 of Supplementary Conditions of the Construction Contract.

- 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 Contract.
- 3.4 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not substantially and finally complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expenses and difficulties involved in quantifying the actual loss suffered by Owner if the Work is not substantially and finally 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, absent agreed upon extensions of time ("Liquidated Damages"). 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 it for any Liquidated Damages that have accrued 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 Contract independently, 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.
- 3.6 As a condition precedent to any request by Contractor for an extension of Contract Time, the Contractor must submit to the Owner, a preliminary request for an extension of Contract Time, in writing, within 7 (seven) calendar days after the commencement of an unforeseen delay to Work activities that will impact critical path and the substantial or overall completion of the Work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay.

ARTICLE 4. CONTRACT PRICE.

- 4.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents identified in Article 8, in current funds according to the Contract Unit Pricing.

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 Owner will be made via electronic funds transfer (EFT) and vendor will provide the Owner with the information required to make EFT payments.
- 5.3 Progress Payments. Owner shall make progress payments on the basis of Contractor's monthly Applications for Payment as verified and approved by Owner, in accordance with the approved schedule of values described herein and in Article 2.03.A.3 and Article 15 of the General Conditions and as modified by the Supplemental Conditions, within 20 business days of.

- 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 Should Owner dispute any application for payment or any portion thereof, the dispute shall be resolved in accordance with Article 12 of the General Conditions and Supplemental Conditions. Contractor shall continue to Work under the Contract during the period of any payment dispute as long as Owner has made timely payment for any undisputed portions of the application.
- 5.6 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 and any Liquidated Damages 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.
- 5.7 Final Payment. Upon final completion and acceptance of the Work, including completion of all punch list items, 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 less any Liquidated Damages due to Owner.

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's request for substantial completion, Owner, Contractor, Engineer and any other required agencies 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 the 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 Contract if necessary.
- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. Contractor agrees that Owner shall withhold Liquidated Damages as described in Article 3 of the Contract 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.
- 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 connection to the Contract, 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 evaluation of and 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 Contract between Owner and Contractor are attached to this Contract, 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 Advertisement
 - 8.1(d) Instructions to Bidders
 - 8.1(e) Bid Forms
 - i. Bid Schedule of Values
 - ii. Qualification Requirements
 - iii. Bidder's Previous Experience & References (5)
 - iv. Retaining Wall Previous Experience & References (3)
 - v. List of Subcontractors
 - vi. List of Equipment and Material Suppliers
 - vii. Bid Form Checklist
 - viii. Bid Acknowledgement
 - ix. Bid Signature Page
 - x. Contractor Safety Qualification Form
 - xi. Contractor E-Verify Affidavit Form
 - xii. Subcontractor E-Verify Affidavit Form
 - xiii. Sworn Statement
 - xiv. Trench Safety
 - xv. Bid Bond
 - 8.1(f) Notice of Intent to Award
 - 8.1(g) Notice of Award

- 8.1(h) Contract between Owner and Contractor
- 8.1(i) Notice of Commencement
- 8.1(j) Combined Payment and Performance Bond
- 8.1(k) Notice to Proceed
- 8.1(l) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
- 8.1(m) Supplementary Conditions
- 8.1(n) Any Modifications, including Change Orders, duly delivered after execution of Contract.
- 8.1(o) Technical Specifications including Appendices bearing the title: RO-14 Wellhead Construction (W2011E)
- 8.1(p) Drawings bearing the title: RO-14 Wellhead Construction (W2011E)

("Contract Documents").

- 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 in writing signed by both parties.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in the Contract 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.
- 9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to with 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 the 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 The Contract 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 the 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 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 Contract and shall result in the immediate termination of the Contract without penalty to the Owner. Contractor shall be liable for all costs incurred by the Owner to secure a replacement contract, 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 Owner from entering in to a Contract 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 Owner 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 the 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 Owner reserves the right to terminate the Contract if the Contractor is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The Owner, 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 Owner from entering in to a Contract 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 the 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 Owner reserves the right to terminate the 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 Owner, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

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PROCEED TO NEXT PAGE

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

#7851542 v1 26503-00006

CONTRACTOR

All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, FL 33458

David Webb, Jr., Vice President

(CORPORATE SEAL)

ATTEST

SIGNATURE

PRINT NAME AND POSITION



May 27, 2026

Mitchell Savitski, E.I.
Town of Jupiter Utilities
17403 Central Blvd.
Jupiter, FL 33458

RE: Town of Jupiter – RO-14 Wellhead Improvements
Bid No. W2011E
KHA Job No. 044001261

Dear Mitchell,

The Town of Jupiter publicly advertised the bid documents and scheduled a non-mandatory pre-bid meeting for this project, which was scheduled on April 29, 2026. On May 19, 2026, bids were publicly opened and read. A bid tabulation was prepared by Town of Jupiter staff and provided to Kimley-Horn and Associates, Inc. that includes a summary of the Total Bid Amounts for the three (3) bids that were received. The bid totals (base bid + alternate) ranged from \$1,861,100.00 to \$2,475,750.00. The Engineer's Opinion of Probable Construction Cost for the project \$2,018,000.00.

Kimley-Horn and Associates, Inc. has been asked to review the bid proposal for the apparent low bidder for completeness with respect to the lowest responsive, responsible bidder. The bid package of All Webbs Enterprises, Inc. was provided by the Town and reviewed by Kimley-Horn. The results of our review follows:

- No math errors were found on the Schedule of Bid Items.
- Upon review of the bid package, it was found that All Webbs Enterprises, Inc. has submitted the documentation requested by the bid.

Kimley-Horn has worked with All Webbs Enterprises, Inc. on past projects and we have no reason that the Town should not award this project to All Webbs Enterprises, Inc. Based on the results of our review, All Webbs Enterprises, Inc. submitted the lowest responsive, responsible bid for the project.

Should you have any questions or comments, please do not hesitate to contact this office at (561) 840-0256.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jason Lee, P.E.

Attachment: Bid Tab

Cc: File

K:\WPB_Civil\044001261 Island Way Wells\Bidding\RO-14\Bid Documents\Bid Review RO-14 Wellhead Construction (W2011E).docx



**TOWN OF JUPITER UTILITIES
PRELIMINARY BID TABULATION**

CALL TO ORDER: Haley Johnson **OPENING DATE AND TIME:** May 19, 2026 at 2:00pm
BID #: ITB-W2011E-0-2026/MS **LOCATION:** Community Room #108
BID TITLE: RO-14 Wellhead Construction (W2011E) **IN ATTENDANCE:** Haley Johnson, Merriane Lahmeur, and
4 members of the public

VENDOR:	BASE BID:	ALTERNATE BID:	BASE BID + ALTERNATE BID:	BID BOND:
All Webbs Enterprises, Inc.	\$1,786,100.00	\$75,000.00	\$1,861,100.00	Yes
Florida Design Drilling, LLC.	\$1,885,994.00	\$53,750.00	\$1,939,744.00	Yes
Douglas N. Higgins, Inc.	\$2,442,000.00	\$33,750.00	\$2,475,750.00	Yes

APPARENT LOW BIDDER: All Webbs Enterprises, Inc.

BID CLOSING TIME: 2:05 pm

RO-14 Wellhead Construction (W2011E)
Project Budget (Updated 06/01/2026)

W2011 Project Appropriations for RO-14, RO-15 and RO-16	\$ 19,128,609
Total Project Appropriations	\$ 19,128,609
<u>Expended & Encumbered to Date</u>	
Design and Construction for Drilling of Wells RO-14, RO-15 and RO-16 (W2011)	\$ (5,904,677)
Design and Construction for Indiantown Road Raw Water Main Crossing (W2011A)	\$ (866,099)
Design and Construction for Preparation and Development of Wellsites (W2011B2)	\$ (757,130)
Design and Construction for FA and SA Raw Water Line Extensions (W2109)	\$ (4,274,177)
Design for Island Way Electrical Building and FA Wellheads RO-14, RO-15 and RO-16	\$ (362,104)
Materials Testing during Construction	\$ (52,984)
Permit Fees	\$ (36,152)
Advertisements Fees	\$ (2,299)
Subtotal Expended & Encumbered	\$ (12,255,622)
<u>Anticipated Expenses - RO-14 Wellhead</u>	
Contract for RO-14 Wellhead Construction (W2011E)	\$ (1,861,100)
Construction Phase Engineering Services (W2011E)	\$ (172,900)
Permitting	\$ (150)
Materials Testing During Construction (Estimated)	\$ (7,500)
Contingency, 5%	\$ (94,000)
Subtotal, Estimated Anticipated Expenses for RO-14	\$ (2,135,650)
Remaining Budget for Island Way Electrical Building, Restrooms and RO-15 & RO-16 Wellheads	\$ 4,737,337



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: June 6, 2026
To: Honorable Mayor and Member of Town Council
Thru: Frank Kitzerow, Town Manager
From: Scott Reynolds, Chief Financial Officer 
Re: Procurement Review – Resolution 58-26: Approving a contract with All Webbs Enterprises, Inc. for RO-14 Wellhead Construction (W2011E)

After reviewing of Resolution No. 58-26 to award a construction contract to with All Webbs Enterprises, Inc. for RO-14 Wellhead Construction (W2011E), 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. 58-26 complies with all Town of Jupiter Procurement Policies, Palm Beach County and Florida State Statutes.

TOWN OF JUPITER

Assignment of Existing Pump and Motor Repairs Contract



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 79-26, Approving the Assignment and Assumption of an existing contract for Repair of Pumps and Electric Motors (W2414C) to MCE Tripp Electric Motors, LLC.

EXECUTIVE SUMMARY

Resolution 79-26 provides for Town Council approval for assignment and assumption of the Town's existing contract with Tripp Electric Motors, Inc. (No. W2414C) for Repair of Pumps and Electric Motors to MCE Tripp Electric Motors, LLC.

The Town's Water and Stormwater Utilities own and operate various types of pumps, including but not limited to, vertical turbine, split case centrifugal, submersible, axial flow, horizontal end suction, fans, blowers, and electric motors that require troubleshooting, evaluation, repair, and testing on an as needed basis to restore equipment to service in a timely manner.

On March 19, 2024, Town Council approved a contract (W2414C) for Repair of Pumps and Electric Motors to Tripp Electric Motors, Inc. On May 21, 2026, Tripp Electric Motors, Inc. was acquired by a parent company MCE Holdings, LLC, and all assets were transferred over to the new company "MCE Tripp Electric Motors, LLC" as such the Town Council's approval allowing the W2414C contract to be assigned and assumed by MCE Tripp Electric Motors, LLC is requested. The terms, conditions, and unit pricing of the original contract will remain the same.

Town Council's approval of this item will authorize the mayor to execute the attached Consent to Assignment and Assumption on behalf of the Town.

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

ANALYSIS

Resolution 79-26 provides for assignment and assumption of the Town's existing contract with Tripp Electric Motors, Inc. (No. W2414C) for Repair of Pumps and Electric Motors to MCE Tripp Electric Motors, LLC after the company's acquisition by MCE Holdings, LLC on May 21, 2026. All terms, conditions, and unit pricing provided under the original contract will remain the same.

Town Council's approval of this item will authorize the mayor to execute the attached Consent to Assignment and Assumption on behalf of the Town.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 79-26
2. Consent to Assignment and Assumption
3. Current W2414C Agreement

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 79-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSENT TO ASSIGNMENT AND ASSUMPTION FOR AN EXISTING CONTRACT FOR REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414C) WITH TRIPP ELECTRIC MOTORS, 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 entered into a contract with Tripp Electric Motors, Inc. on April 11, 2024 which sets forth the scope of work and responsibilities of a contract for repairs of pumps and electric motors; and

WHEREAS, on May 21, 2026, Tripp Electric Motors, Inc., was acquired by parent company, MCE Holdings, LLC and will be operating as MCE Tripp Electric Motors, LLC moving forward; and

WHEREAS, the current contract allows for reassignment upon mutual written agreement by both parties; and

WHEREAS, all terms, conditions, and unit prices under the original contract (no. W2414C) will remain the same after the re-assignment.

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

Section 1. The assignment of the existing Repair of Pumps and Electric Motors Contract (W2414C) from Tripp Electric Motors, Inc. to MCE Tripp Electric Motors, LLC is hereby accepted.

Section 2. The Mayor is authorized and directed to execute the Consent to Assignment and Assumption on behalf of the Town.

Section 3. Upon the acceptance and execution of the assignment, MCE Tripp Electric Motors, LLC shall be responsible for carrying out all responsibilities which have been established therein.

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

06/16/2026

CONSENT TO ASSIGNMENT AND ASSUMPTION

Town of Jupiter Contract W2414C — Repair of Pumps and Electric Motors (RFQ 2024 Package, including Addenda 1 and 2)

This **Consent to Assignment and Assumption** (this “**Consent**”) is made and entered into as of the Closing Date, by and among the **Town of Jupiter, Florida**, a municipal corporation of the state of Florida, (the “**Town**”); and **Tripp Electric Motors, Inc.**, a Florida corporation (“**Contractor**” or “**Seller**”); and **MCE Tripp Electric Motors, LLC**, a Delaware limited liability company (“**Buyer**”) (individually “party” or collectively “parties”) .

RECITALS

- A. Contractor and the Town are parties to that certain Town of Jupiter Contract No. W2414C (Repair of Pumps and Electric Motors) made April 11, 2024, together with the exhibits and certificate of liability insurance attached thereto, Request for Qualifications for Repair of Pumps and Electric Motors (W2414) dated December 2023, Addendum No. 1 issued January 4, 2024, Addendum No. 2 issued January 22, 2024, and Notice to Proceed dated April 10, 2024, with an initial term of two (2) years and up to three (3) one-year mutual renewals, and W2414C Change Order No.1 effective April 11, 2026 (renewing the Contract for an additional year) and Attachments 1, 2, 3, and 4 thereto (collectively, the “**Contract**”).
- B. Contractor and Buyer have entered into that certain Asset Purchase and Contribution Agreement dated May 21, 2026 (as amended, the “**Purchase Agreement**”), pursuant to which Contractor will sell, transfer and assign to Buyer substantially all of the assets used in Contractor’s business, including the Contract (the transaction contemplated by the Purchase Agreement, the “**Transaction**”), with closing scheduled to occur on May 21, 2026 (the “**Closing Date**”).
- C. Section 9.2 (Relationship Between the Parties) of the Contract provides that the Contractor shall not assign, delegate, or otherwise transfer rights and obligations under the Contract without the prior written consent of the Town, and that any attempted assignment in violation is void; RFQ 2024 Part IV, Section I likewise prohibits the subcontracting, selling, transferring, assigning or otherwise disposing of the Contract or any portion thereof, work, right, title or interest without the Town’s written consent. Contractor and Buyer therefore request the Town’s prior written consent to the assignment of the Contract.
- D. The Town is willing to consent to the assignment, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Defined Terms; Recitals.** Capitalized terms used but not defined herein have the meanings given in the Contract. The recitals are incorporated herein by reference. The Contract, and any other documents incorporated by reference into Contract W2414C are, for purposes of this Consent, treated collectively as the “**Contract**.”
- 2. **Consent to Assignment.** Subject to and effective only upon the occurrence of the Closing Date (the “**Effective Time**”), the Town hereby consents to the assignment by Contractor to Buyer of all of Contractor’s right, title and interest in, to and under the Contract. If the Closing Date does not

occur within ninety (90) days of the date of the Town's execution of this Consent, this Consent shall be null and void and of no further force or effect, and the Contract shall remain in full force and effect between the Town and Contractor without modification.

3. **Assignment.** Effective as of the Effective Time, Contractor hereby assigns, transfers and sets over to Buyer all of Contractor's right, title and interest in, to and under the Contract.
4. **Assumption by Buyer.** Effective as of the Effective Time, Buyer hereby accepts the assignment of the Contract and assumes, agrees to perform, and agrees to be bound by all of the duties, obligations, covenants, agreements, terms and conditions of the Contractor under the Contract that arise or accrue from and after the Effective Time. For the avoidance of doubt, Buyer does not assume, and shall not be deemed to have assumed, any liability or obligation of Contractor arising from or relating to acts, omissions or events occurring prior to the Effective Time, all of which shall remain the sole responsibility of Contractor as between Contractor and Buyer (as and to the extent provided in the Purchase Agreement); provided, however, that the foregoing shall not limit the Town's rights or remedies under the Contract or applicable law against Contractor with respect to acts, omissions or events occurring prior to the Effective Time, or against Buyer with respect to acts, omissions or events occurring from and after the Effective Time.
5. **Continuation of the Contract; No Other Modification.** Except as expressly set forth herein, the Contract shall remain in full force and effect for its Term and on its other existing terms, and nothing in this Consent shall be deemed to amend, modify, supplement, waive or discharge any term, condition, requirement or obligation of the Contract.
6. **Vendor Registration; Insurance; Affidavits.** Buyer shall, on or as soon as reasonably practicable after the Closing Date, (a) cause all required insurance policies to be issued or endorsed in Buyer's name with the Town named as additional insured and waiver of subrogation as required, and deliver certificates to the Town; (b) update its vendor record with the Town to reflect Buyer's exact legal name and federal taxpayer identification number; and (c) re-execute all affidavits and certifications required by the Contract or applicable Town policy, including without limitation any conflict-of-interest, public-entity-crimes, scrutinized-companies, drug-free workplace, and E-Verify certifications; and (d) deliver an updated Project Organization Chart identifying any sub-vendors performing under the Contract.
7. **SBE / Price Preference Disclosure.** Buyer acknowledges that any Small Business Enterprise certification, Women-Owned Business Enterprise certification, price preference or related status held by Contractor is personal to Contractor and may not transfer to Buyer by operation of this Consent. Buyer shall, if applicable, separately apply for and qualify for any such certification or preference under Town rules.
8. **No-Default Acknowledgment by Contractor.** As of the Effective Time, Contractor represents and warrants to the Town that, to Contractor's knowledge, no event or condition exists that, with notice or lapse of time or both, would constitute a default by Contractor under the Contract.
9. **Reservation of Rights; No Waiver.** This Consent is given solely with respect to the specific assignment described above. The Town reserves all rights, remedies, defenses, claims and powers under the Contract and applicable law, including without limitation rights of termination, audit, dispute resolution, and budget / appropriation contingency. Nothing in this Consent shall be deemed

(a) a waiver of any past, present or future default; (b) consent to any future assignment, transfer or change of control; (c) approval of any change to scope, pricing, term or deliverables; or (d) a waiver of jury trial protections beyond those already agreed in the PO. The Town's rights against Contractor with respect to acts, omissions or events occurring prior to the Effective Time are expressly preserved.

10. **No Novation; No Release of Contractor for Pre-Closing Matters.** This Consent is not a novation. Contractor is not released from any liability or obligation under the Contract arising from or relating to acts, omissions or events occurring prior to the Effective Time, and the Town retains all rights and remedies against Contractor with respect thereto. From and after the Effective Time, Contractor shall have no liability or obligation under the Contract with respect to acts, omissions or events occurring from and after the Effective Time, all such liability and obligation being assumed by Buyer pursuant to Section 4 hereof.

11. **Notices.** Notices shall be given in accordance with the Contract. Buyer's notice address shall be:

Town:

Town of Jupiter
Attn: Director of Utilities
17403 Central Boulevard
Jupiter, Florida 33458

Buyer:

MCE Tripp Electric Motors, LLC
c/o Motion & Control Enterprises LLC
100 Williams Drive
Zelienople, Pennsylvania 16063
Attn: Chief Financial Officer
Email: courtney.sanen@mceautomation.com

with a copy (which will not constitute notice) to:

Winston & Strawn LLP
300 North LaSalle Drive, Suite 4400
Chicago, Illinois 60654
Attn: Jeffrey D. Dobosh
Email: jdobosh@winston.com

Contractor's notice address shall remain as stated in the Contract until further written notice.

12. **Governing Law; Venue.** This Consent shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflict-of-laws principles. Venue for any proceeding arising out of or relating to this Consent shall lie exclusively in the state courts of competent jurisdiction located in Palm Beach County, Florida, or, where applicable, the federal courts of the Southern District of Florida.

13. **Counterparts; Electronic Signature.** This Consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Signatures delivered by facsimile, PDF, or electronic signature platform pursuant to the Florida Uniform Electronic Transaction Act shall be deemed original signatures.

14. **Entire Agreement.** This Consent, together with the Contract, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, communications and understandings. In the event of any conflict between this Consent and the Contract, this Consent shall control with respect to the assignment, assumption, release of Contractor's post-Effective Time obligations, and all related matters expressly addressed herein; as to all other matters, the Contract shall control.
15. **Severability.** If any provision of this Consent is held to be invalid, illegal or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions of this Consent shall not in any way be affected or impaired thereby.
16. **Further Assurances.** Each party agrees to execute and deliver such additional documents, instruments and agreements, and to take such further actions, as may be reasonably necessary or appropriate to carry out the purposes and intent of this Consent and to consummate the transactions contemplated hereby.
17. **Successors and Assigns.** This Consent shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Consent, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Consent.
18. **Authority.** Each party represents and warrants to the other parties that: (a) it has full power and authority to execute, deliver and perform this Consent; (b) the execution, delivery and performance of this Consent have been duly authorized by all necessary action on its part; (c) this Consent has been duly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity; and (d) the execution, delivery and performance of this Consent do not violate any applicable law, order, judgment or agreement to which such party is subject or by which it is bound.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties have executed this Consent as of the Effective Time.

TOWN OF JUPITER:

By: _____
Name: Jim Kuretski
Title: Mayor
Date: _____, 2026

Approved as to Form: Thomas J. Baird, Town Attorney

CONTRACTOR / SELLER:

Tripp Electric Motors, Inc., a Florida corporation

By:  _____
Name: Ashley Tripp

Title: Vice President (Authorized Signatory)

Date: 5/29, 2026

BUYER:

MCE Tripp Electric Motors, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2026

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IN WITNESS WHEREOF, the Parties have executed this Consent as of the Effective Time.

TOWN OF JUPITER:

By: _____

Name: Jim Kuretski

Title: Mayor

Date: _____, 2026

Approved as to Form: Thomas J. Baird, Town Attorney

CONTRACTOR / SELLER:

Tripp Electric Motors, Inc., a Florida corporation

By: _____

Name: Ashley Tripp

Title: Vice President (Authorized Signatory)

Date: _____, 2026

BUYER:

MCE Tripp Electric Motors, LLC, a Delaware limited liability company

By: Courtney Sanen

Name: Courtney Sanen

Title: CFO

Date: May 29, 2026

#7899870 v1 26503-00006

Notice to Proceed (NTP)

DATE: April 10, 2024

TO: Tripp Electric Motors, Inc.
1225 NW Avenue L
Belle Glade, FL 33430

ATT: Jimmy Tripp, President

PROJECT: Repair of Pumps and Electric Motors (W2414C)
Town of Jupiter Utilities
Jupiter, Florida

Gentlemen:

One fully executed copy of your Contract is enclosed. The commencement date is April 11, 2024. The contract completion date is April 11, 2026 (730 Calendar Days from commencement date).

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Town of Jupiter Utilities will monitor the progress of the work and conformance with the Contract.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris O. McKenzie", with a stylized flourish at the end.

Christopher O. McKenzie
Town of Jupiter
Utility Systems Manager

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND TRIPP ELECTRIC MOTORS, INC.**

**Repair of Pumps and Electric Motors
Contract No. W2414C**

THIS CONTRACT, made this 11 day of April, 2024, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **Tripp Electric Motors, Inc, 1225 NW Avenue L, Belle Glade, FL 33430**, a State of Florida Corporation **65-0373189** (FEID number) hereinafter designated as "the VENDOR".

WITNESSETH THAT:

WHEREAS, the 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 desires the services of a qualified and experienced VENDOR to provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the VENDOR has responded to the TOWN'S solicitation of Qualifications and the VENDOR is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the VENDOR can provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN and the VENDOR hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and agrees to continue to do so through the continuation of this CONTRACT; and

NOW THEREFORE, the TOWN and the VENDOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. The VENDOR shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of services, Exhibit "A". The TOWN specifically reserves the right to determine whether a specific task is within the scope of services to be provided by the VENDOR and, further reserves the right to seek the services of other printing vendor firms at any time and for any reason during the course of this CONTRACT. VENDOR understands and acknowledges that this CONTRACT does not in any way

whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The initial term of this CONTRACT is for two (2) consecutive years and shall commence on the date of Notice to Proceed This CONTRACT may be renewed by mutual written agreement of both parties at the end of the two (2) year term for up to three (3) successive one (1) year terms up to a cumulative total of five (5) years. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. **EQUAL OPPORTUNITY/MBE PARTICIPATION**
 - 4.1. The VENDOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The VENDOR shall take all measures necessary to effectuate these assurances.
 - 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The VENDOR shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.
5. **INVOICING AND PAYMENT**
 - 5.1. The VENDOR'S invoices shall cover a single calendar month period and shall be accompanied by sufficient supporting documentation for services for which payment is being requested. Invoices shall be sent to the Town's Utility Department within ten (10) days of the calendar month end that is being invoiced.
 - 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the VENDOR has performed the work according to the terms and conditions of this CONTRACT.
 - 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the VENDOR, the Town shall require the VENDOR to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.
6. **INDEMNIFICATION AND INSURANCE**
 - 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the VENDOR shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the VENDOR, its sub-vendors, agents, assigns, or employees in connection with this CONTRACT. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-vendors, agents, assigns, and employees with the terms of this CONTRACT.
 - 6.2. The VENDOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR.
 - 6.3. The VENDOR shall provide the TOWN insurance certificates, as proof of insurance at the time the VENDOR signs the CONTRACT. The VENDOR shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate

required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

7.1. If the VENDOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the VENDOR. The VENDOR shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the VENDOR fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the VENDOR of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the VENDOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the VENDOR for such work until such time as the TOWN determines the exact amount due to the VENDOR.

7.3. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

7.4. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

8.1. The VENDOR, its employees, sub-vendors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

8.2. The VENDOR, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of VENDOR nor any of its suppliers, sub-vendors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The VENDOR further understands and acknowledges by its execution of this CONTRACT,

that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

8.3. The VENDOR shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

8.4. Pursuant to Section 287-055(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this CONTRACT. Further the VENDOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1. The VENDOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the VENDOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The VENDOR is free to provide similar services for others.

9.2. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.

9.3. The VENDOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

10.1. This CONTRACT 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 VENDOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The VENDOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the VENDOR'S failure to comply with Chapter 119, F.S. related to public records. The VENDOR shall permit the TOWN or its designated agent to inspect all record maintained by VENDOR OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.

- 10.2. 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 VENDOR of the request, and the VENDOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a VENDOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A VENDOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the VENDOR'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the VENDOR shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the VENDOR'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
 - 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the VENDOR in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the VENDOR responsible if documents are used for other purposes than intended.
 - 10.7. The VENDOR shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
11. **GENERAL PROVISIONS**
 - 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather,

outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by VENDOR is specifically required during the occurrence of any of the events herein mentioned.

- 11.2. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.3. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.4. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.5. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.6. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.7. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The VENDOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

11.8. 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 Vendor and its subcontractors and lower tier subcontractors. The Vendor 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.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the VENDOR is engaged in a business which provides locating services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the VENDOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the VENDOR may perform services for clients who are or may have matters before the Town Council, provided VENDOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the VENDOR'S representation.

12.2. VENDOR represents that is has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, VENDOR further represents that no person having any interest shall be employed for said performance. VENDOR shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that VENDOR may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by VENDOR, the TOWN shall so state in the notification and VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by VENDOR under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.

- a. Town of Jupiter's Request for Qualifications (RFQ) and all of its addenda, appendices and exhibits which are part of the RFQ set forth above.
- b. Vendor's Certificate of Insurance
- c. Vendor's Proposal and all included documents as a response to the TOWN'S RFQ

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

VENDOR

Tripp Electric Motors, Inc.
1225 NW Avenue L
Belle Glade, FL 33430

By:

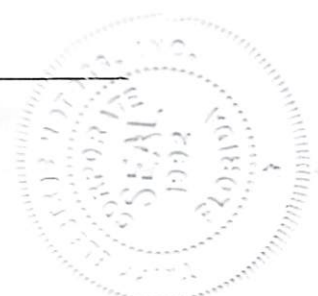

Jim Kuretski, Mayor

(TOWN SEAL)




Jimmy Tripp, President

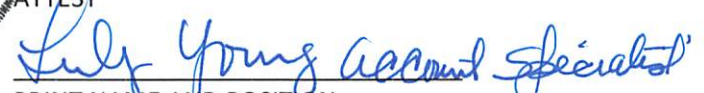
(CORPORATE SEAL)



ATTEST


Laura E. Cahill, Town Clerk

ATTEST


PRINT NAME AND POSITION
Lucy Young

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:


Thomas J. Baird, Town Attorney

Exhibit A – Scope of Services

The selected Servicer Providers(s) shall provide the Utility with the repair of various pumps and electric motors including but not limited to those listed below. Individual purchase orders will be issued by the Town to the Service Provider(s) for evaluation and repair work, fee, and schedule. Individual Purchase Order fees will be established based on the approved negotiated rates of the Contract. All work to be performed under this Contract will be located within the Town of Jupiter, Florida.

The successful proposer(s) will provide a full range of pump and electric motor repair services to the Town. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services including, but not limited to:

PUMP REPAIR SERVICES

- Shaft Repair
- Shaft Replacement
- Bearing Replacement
- Seal Repair
- Seal Replacement
- Wear Ring Replacement
- Impellor Repair
- Impellor Replacement
- Apply Protective Coatings
- Volute Repair
- Volute Replacement
- Casing Repair
- Casing Replacement
- Dynamic Balancing
- Clean Pump Assembly
- Pump Performance Testing
- Pump Curves
- Provide Detailed Shop Reports and Recommendations

ELECTRIC MOTOR REPAIR SERVICES

- Repair Shaft
- Replace Bearings
- Rewind Motor
- Dip and Bake Motor
- Balance Motor
- Motor Diagnostic Testing to include:
 - Megging
 - HiPot Testing

Surge Testing

Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

The selected firm(s) for which a contract has been successfully negotiated and approved by the Jupiter Town Council will be required to be available as needed, on an on-call basis. The selected firm will be responsible to provide the Town with a proposal including, scope of work, fee and schedule for individual work projects after the pump/motor has been picked-up and evaluated by the firm. The Town upon acceptance of the submitted work project will issue a purchase order to the selected firm. The Service Provider(s) understands that time is of the essence especially as it relates to work/services provided under this contract. Service Provider(s) will be responsive to the Town in scheduling work, providing reports, returning phone calls and emails. The Town's expectations are that the Service Provider(s) shall be available to pick-up pump/motor with 24 hours' notice and the pump/motor shall be returned to the Utility within 48 hours of completion of work.

Exhibit B – Organizational Chart

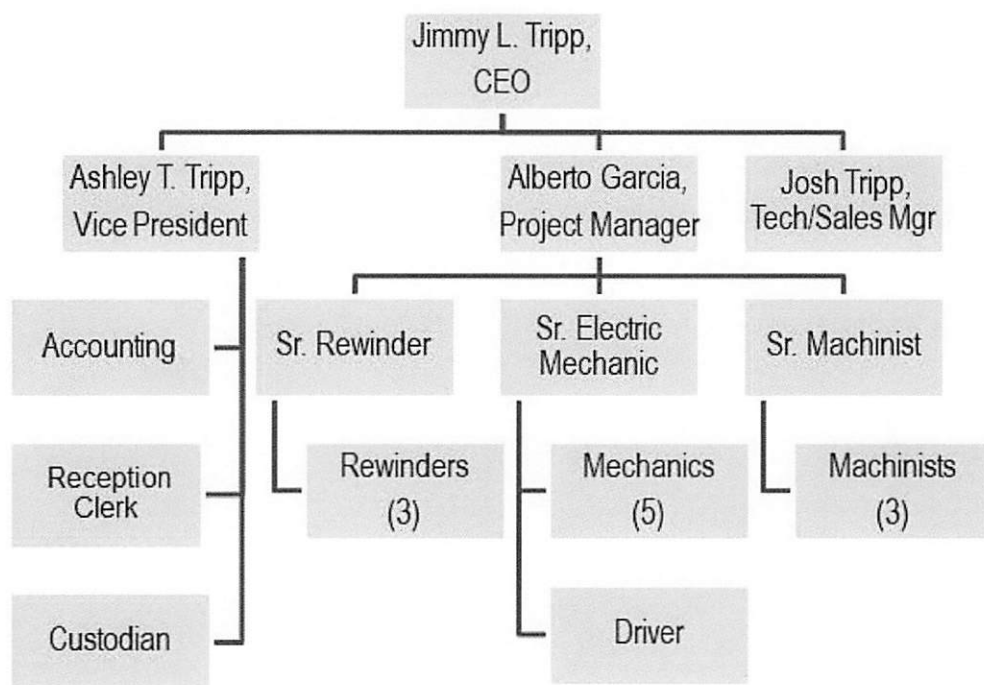


Exhibit C – Vendor’s Proposal

TOWN OF JUPITER

RFQ for Repair of Pumps and Electric Motors (W2414)

DEMONSTRATION OF COMPETITIVE AND FAIR PRICING

	HOURLY RATES				EQUIPMENT PICKUP AND DELIVERY (e.)
	MECHANICS (a.)	MACHINISTS (b.)	REMOTE MECHANICAL SERVICES (c.)	AFTER HOURS EMERGENCY SERVICES FOR REMOTE MECHANICAL SERVICES (d.)	
Standard Working Hours (Monday - Friday, 8:00 AM to 5:00 PM)	\$ 56	\$ 56	\$ 95	\$ 143	
Non-Standard Working Hours (Monday - Friday, 5:01 PM to 7:59 AM, Weekends, and Holidays)	\$ 85	\$ 85	\$ 143	\$ 143	
After Hours Emergency Services	\$ 85	\$ 85	\$ 143	\$ 143	
Flat Rate					\$ 65

Exhibit D – Insurance Requirements

The CONTRACTOR shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall comply with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.
4. **PROFESSIONAL LIABILITY: Insurance and Indemnification -** The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONTRACTOR'S responsibility to comply with the requirements of this section on modifications of this section. The Town may at its discretion, require the CONTRACTOR to provide a complete certified copy of its insurance policy(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2025

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 VioletBerri, LLC 1475 S Price Rd, Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt PHONE (A/C, No, Ext): (800) 409-8958 E-MAIL ADDRESS: certs@vensure.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Midwest Employers Casualty Company		23612
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 10258234 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	KEYPE00002502	09/09/2025	09/09/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: TRIPP ELECTRIC MOTORS INC.
Client Effective: 01/01/2025.

CERTIFICATE HOLDER

FL - Florida

Town of Jupiter
17403 S. Central Blvd.
Jupiter, FL 33458

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

Daniel Opferman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2025

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PRODUCER Milton Carpenter Insurance, Inc. 135 S. E. Avenue C Belle Glade FL 33430		CONTACT NAME: Tonya Stamm PHONE (A/C, No, Ext): (561) 996-7211 FAX (A/C, No): (561) 996-2601 E-MAIL ADDRESS: tonya@mcarterins.com													
INSURED TRIPP ELECTRIC MOTORS, INC. PO BOX 1059 BELLE GLADE FL 33430		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Houston Specialty Insurance Co</td><td>NAIC # 12936</td></tr><tr><td>INSURER B: Scottsdale</td><td>NAIC # 41297</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Houston Specialty Insurance Co	NAIC # 12936	INSURER B: Scottsdale	NAIC # 41297	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Houston Specialty Insurance Co	NAIC # 12936														
INSURER B: Scottsdale	NAIC # 41297														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	ESB-HS-GL-0001568-02	04/04/2026	04/04/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Blanket Additional Insured						MED EXP (Any one person) \$ 10,000
	☒ Blanket Waiver of Subrogation						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Premises Operations \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
☐ HIRED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$						
☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB						
	EXCESS LIAB						
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Bailees			CPS8316215	11/21/2025	11/21/2026	Limit \$100,000

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

Town of Jupiter is listed as an Additional Insured in regards to the General Liability. Waiver of Subrogation also applies in favor of the Town of Jupiter.

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

Jupiter

FL 33458

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2026

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Gretchen Robertson
309 NE 2ND ST

Okeechobee

FL 34972

CONTACT NAME: Gretchen Robertson

PHONE (A/C, No, Ext): 863-763-5561

FAX (A/C, No):

E-MAIL ADDRESS: gretchen.robertson.b91k@statefarm.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : State Farm Mutual Automobile Insurance Company

25178

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

TRIPP ELECTRIC MOTORS INC
1225 NW AVENUE L

BELLE GLADE

FL 334301727

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	☐ POLICY ☐ PROJECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO			0000331-SFX-59	12/18/2025	06/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ OWNED AUTOS ONLY			0014739-SFX-59	03/10/2026	09/10/2026	BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY			0019841-SFX-59	04/04/2026	10/04/2026	BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			0019842-SFX-59	04/04/2026	10/04/2026	PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						
	☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					PER STATUTE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

TOWN OF JUPITER
210 Military Trl

Jupiter

FL 33458-5786

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

This form was system-generated on 04/06/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2026

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NAIC #

INSURER A : State Farm Mutual Automobile Insurance Company

25178

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INSURED

TRIPP ELECTRIC MOTORS INC
1225 NW AVENUE L

BELLE GLADE

FL 334301727

COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	0389369-SFP-59 K07 4132-E30-59J	04/04/2026 11/30/2025	10/04/2026 11/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

TOWN OF JUPITER
210 Military Trl

Jupiter

FL 33458-5786

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AUTHORIZED REPRESENTATIVE

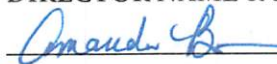
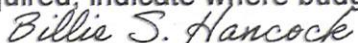
Gretchen Robertson

This form was system-generated on 04/06/2026

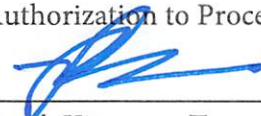
TOWN MANAGER'S SIGNATURE REQUIRED

DOCUMENT TRANSMITTAL FORM

- USE FOR ALL DOCUMENTS REQUIRING THE TOWN MANAGER'S SIGNATURE THAT DO NOT REQUIRE TRANSMITTAL THROUGH THE TOWN CLERK'S OFFICE.
- DOCUMENTS THAT HAVE BEEN APPROVED AT THE TOWN COUNCIL LEVEL OR THAT REQUIRE THE MAYOR'S, TOWN ATTORNEY'S AND/OR TOWN CLERK'S SIGNATURE MUST BE TRANSMITTED THROUGH THE TOWN CLERK'S OFFICE.

DEPARTMENT AND STAFF CONTACT	Utilities Haley Johnson, Special Projects Coordinator	DIRECTOR NAME & SIGNATURE  3/26/2026 Amanda Z. Barnes, PE
AGENCY, VENDOR OR PROVIDER	Tripp Electric Motors, Inc. (V-458)	
DETAIL SERVICE OR PRODUCT PURCHASED AND TERMS	(refer to page number(s), as necessary) The Contract for Repair of Pumps and Electric Motors (W2414C) was approved by Town Council through Res 14-24 on 3/19/24 for a 2-year term which expires on 4/11/26. The Contract contains provisions for renewal. Both Town staff and the Contractor are interested in renewing the contract for an additional 1-year term. Change Order 1 implements the first allowable 1-year contract renewal with no changes to contract unit pricing.	
DOLLAR AMOUNT & GL ACCOUNT(S)	(refer to page number(s)) Estimated value of \$300,000 for 1-year renewal term (combined total between 3 vendors under contracts W2414A, B, and C) WTP R&M 40050133-546000 and SW R&M 41050238-546000 Funding for FY2027 is subject to TC approval of the FY2027 Operating Budget.	
BUDGET IMPACTS	☒ Approved In Operating Budget ☐ Approved In CIP Budget ☐ Emergency Purchase ☐ Budget Transfer Required ☐ Grant (If matching funds required, indicate where budgeted) ☐ Sole Source Provider ☐ Scott Reynolds, Finance Director ☒ Dawn Clark, Asst Finance Director  03/30/2026 	
LEGAL REVIEW	Has the agreement/Contract been reviewed for legal sufficiency by the Town Attorney? ☒ Yes ☐ No Automatic Renewal Terms (no change in Agreement/Contract) ☒ Yes ☐ No If no, describe change:	
# OF DOCUMENTS TO BE SIGNED/ SPECIAL INSTRUCTIONS	Finance and TM's signature on this form authorizing staff to proceed with executing a change order to renew the contract.	
RETURN FORM TO	Haley Johnson	

Authorization to Proceed:



20

W2414C CHANGE ORDER NO. 1

DATE ISSUED: 4/2/2026

EFFECTIVE DATE: 4/11/2026

OWNER: Town of Jupiter

OWNER'S PROJECT NO.: W2414C

CONTRACTOR: Tripp Electric Motors, Inc.

PURCHASE ORDER #: N/A

PROJECT NAME: Repair of Pumps and Electric Motors

The Contract is modified as follows upon execution of this Change Order:

Description: Contract Renewal for one (1) additional one (1) year term.

Reason for Change Order: This contract contains provisions for contract renewal. This change order implements the first allowable contract renewal for one (1) additional one (1) year term, in accordance with the Contract provisions and adjusts the Contract Price for anticipated expenditures for the additional one-year term renewal. Contract unit pricing remains the same. Individual work orders will be issued by the Town for all work to be completed during the term of the contract, not to exceed the total Contract Price incorporating this Change Order.

CHANGE IN CONTRACT PRICE
Original Contract Price:
\$ <u>420,000.00</u>
NO CHANGE from previously approved Change Orders No. 0 to No. 1:
\$ <u>0.00</u>
Contract Price prior to this Change Order:
\$ <u>420,000.00</u>
Increase this Change Order:
\$ <u>300,000.00</u>
Contract Price incorporating this Change Order:
\$ <u>720,000.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times:
Substantial Completion: <u>April 11, 2026</u>
Ready for final payment: <u>April 11, 2026</u>
NO CHANGE from previously approved Change Orders No. 0 to No. 1:
Substantial Completion: <u>0 Calendar Days</u>
Ready for final payment: <u>0 Calendar Days</u>
Contract Times prior to this Change Order:
Substantial Completion: <u>April 11, 2026</u>
Ready for final payment: <u>April 11, 2026</u>
Increase this Change Order:
Substantial Completion: <u>365 Calendar Days</u>
Ready for final payment: <u>365 Calendar Days</u>
Contract Times with all approved Change Orders:
Substantial Completion: <u>April 11, 2027</u>
Ready for final payment: <u>April 11, 2027</u>

APPROVED BY OWNER:

By:

Chris McKenzie, Town of Jupiter

Title: Utility Systems Manager

Date: 4/2/2026

ACCEPTED BY CONTRACTOR:

By:

Ashley Tripp, Tripp Electric Motors, Inc.

Title: Vice President

Date: 4-1-2026

THESE GOODS OR SERVICES HAVE BEEN RECEIVED
IN THE CORRECT QUANTITY AND QUALITY

APR 02 2026

Chris McKenzie

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Page 1 of 2

W2414C CHANGE ORDER NO. 1 (CONTINUED)

Description of Changes

Change in Contract Price:

Approved PCO #	Reason for Change Order	Increase/ (Decrease)
	Estimated annual increase for the first 1-year contract term renewal per Article 2.1 of the Contract Agreement. There are no changes to contract unit pricing associated with this Change Order. Individual work orders will be issued by the Town for all work to be completed during the term of the contract, not to exceed the total Contract Price incorporating this Change Order.	\$300,000*
	Net Change in Total Contract Price for Change Order No. 1	\$300,000*

* No minimum amount of work is guaranteed to be completed under this contract and funding is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets.

Change in Contract Time:

Approved PCO #	Reason for Change Order	Increase/ (Decrease)
	One-year contract term renewal	365 Calendar Days
	Net Change to Contract Time for Change Order No. 1	365 Calendar Days

Attachments:

1. Article 2.1 from the Agreement between the Town of Jupiter and Tripp Electric Motors, Inc., which provides for the contract extension.
2. Anticipated Funding Table for Contracts W2414A, B, and C
3. Unit Prices submitted by Tripp Electric Motors, Inc. for W2414C Repair of Pumps and Electric Motors. The unit prices remain the same for this contract renewal.
4. Email from vendor expressing interest in renewal.

Attachment 1

Article 2.1 of the Agreement

whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

2.1. The initial term of this CONTRACT is for two (2) consecutive years and shall commence on the date of Notice to Proceed This CONTRACT may be renewed by mutual written agreement of both parties at the end of the two (2) year term for up to three (3) successive one (1) year terms up to a cumulative total of five (5) years. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.

- 2.2. There shall be no fee increase allowed within the initial contract term. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

Attachment 2
Anticipated Funding for Contracts W2414A, B, and C

Contract Term	Contract Term Not to Exceed Value	Fiscal Year (FY)	FY Budgets	Funding Source
Initial, 2 yrs	\$ 420,000	FY24	\$ 270,000	WTP & SW Operating Budget
		FY25	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 420,000	
1st Renewal, 1 yr	\$ 300,000	FY26	\$ 150,000	WTP & SW Operating Budget
		FY27	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 300,000	
2nd Renewal, 1 yr	\$ 300,000	FY27	\$ 150,000	WTP & SW Operating Budget
		FY28	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 300,000	
3rd Renewal, 1 yr	\$ 300,000	FY28	\$ 150,000	WTP & SW Operating Budget
		FY29	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 300,000	
Total 5 yrs	\$ 1,320,000		\$ 1,320,000	

Attachment 3
Tripp's Unit Prices for W2414C

Exhibit C – Vendor's Proposal

TOWN OF JUPITER

RFQ for Repair of Pumps and Electric Motors (W2414)

DEMONSTRATION OF COMPETITIVE AND FAIR PRICING

	HOURLY RATES				EQUIPMENT PICKUP AND DELIVERY (e.)
	MECHANICS (a.)	MACHINISTS (b.)	REMOTE MECHANICAL SERVICES (c.)	AFTER HOURS EMERGENCY SERVICES FOR REMOTE MECHANICAL SERVICES (d.)	
Standard Working Hours (Monday - Friday, 8:00 AM to 5:00 PM)	\$ 56	\$ 56	\$ 95	\$ 143	
Non-Standard Working Hours (Monday - Friday, 5:01 PM to 7:59 AM, Weekends, and Holidays)	\$ 85	\$ 85	\$ 143	\$ 143	
After Hours Emergency Services	\$ 85	\$ 85	\$ 143	\$ 143	
Flat Rate					\$ 65

Attachment 4 Vendor's Interest in Renewal

From: [Haley Johnson](#)
To: [Haley Johnson](#)
Subject: RE: Contract Extension
Date: Friday, March 27, 2026 8:32:22 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

From: Ashley Tripp <ashley@trippmotors.com>
Sent: Wednesday, January 14, 2026 2:10 PM
To: Chris McKenzie <ChrisM@jupiter.fl.us>
Cc: Josh Tripp <josh@trippmotors.com>; Jimmy Tripp <jimmy@trippmotors.com>
Subject: RE: Contract Extension

Good afternoon, Chris.

Thank you for reaching out to us and extending the opportunity to renew our contract with you. We are pleased to extend to the Town of Jupiter the pricing established per our contract. There is no need to adjust pricing for the upcoming term. If there is any further assistance you need from us with the renewal process, please ask.

Kind regards,



Ashley T. Tripp
Vice President

E: ashley@trippmotors.com

P: 561.996.3333

A: 1225 NW Avenue L, Belle Glade, FL 33430

W: www.trippmotors.com

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Josh Tripp <josh@trippmotors.com>
Sent: Wednesday, January 14, 2026 7:55 AM
To: Ashley Tripp <ashley@trippmotors.com>
Subject: FW: Contract Extension

Josh L. Tripp
Sales Representative

E: josh@trippmotors.com

P: 561.996.3333

A: 1225 NW Avenue L, Belle Glade, FL 33430



W: www.trippmotors.com

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Chris McKenzie <ChrisM@jupiter.fl.us>
Sent: Tuesday, January 13, 2026 2:18 PM
To: Josh Tripp <josh@trippmotors.com>
Subject: Contract Extension

Josh,

The contract for Repairs of Pumps and Motors (W2414A,B,C) with Tripp expire on 4/11/26. You are eligible for renewal of an additional 1-year term and can request an adjustment to fees based on the CPI-U. If you are interested in renewing, please response to this email with your intent. If you plan to request a price adjustment please see section 2.2 of the contract documents.



Christopher O. McKenzie

Utility Systems Manager

Phone 561-741-2605 **Mobile** 561-262-6812

Web www.jupiter.fl.us

Email chrism@jupiter.fl.us

17403 Central Blvd, Jupiter Florida 33458



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

TOWN OF JUPITER
Establishing a Final Fire Non-Ad Valorem Assessment Rate for Fire Protection Services



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	<u>Resolution 61-26</u> , Adopting the final non-ad valorem assessment rate for fire rescue services.

EXECUTIVE SUMMARY

Staff seeks Council's authorization of Resolution 61-26 which establishes the Town of Jupiter's Fire Protection Assessment Program for Fiscal Year 2027 and authorizes the collection of fire protection assessments to help fund the Town's newly established fire rescue services beginning October 1, 2026. The assessment is being implemented pursuant to the Town's recently adopted assessment ordinance and follows the required public notice and hearing process.

The proposed resolution:

- Confirms the previously adopted Initial Assessment Resolution (Resolution No. 59-26).
- Approves the Fire Protection Assessment Roll.
- Establishes annual fire protection assessment rates for residential, commercial, industrial/warehouse, institutional, and nursing home properties.
- Authorizes collection of the assessments through the annual property tax bill pursuant to Florida's Uniform Assessment Collection Act.

The resolution contains legislative findings that all assessed properties receive a special benefit from the provision of fire protection services, facilities, and programs. The Town Council further finds that the assessment methodology fairly and reasonably allocates costs among benefiting properties.

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

ANALYSIS

The gross amount anticipated to be recovered through the Fire Protection Assessment for FY 2027 is estimated at **\$2,520,298**. After fees and discounts, the net amount is estimated at \$2.1 million. Assessment rates are based on property use and building size, with costs apportioned according to methodologies previously adopted by the Town Council.

The resolution provides exemptions for:

- Government-owned property (with limited exceptions).
- Certain tax-exempt institutional properties.
- Qualifying agricultural properties.
- Homesteaded residences receiving the Additional Seniors' Exemption.
- Homesteaded residences receiving the Veterans' Exemption.

Revenues generated will be dedicated exclusively to funding fire protection services, facilities, and programs within the Town.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety
- Strong Local Economy

ATTACHMENTS

1. Resolution 61-26
2. Presentation

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.

RESOLUTION NO. 61-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE TOWN OF JUPITER; APPROVING CERTAIN LEGISLATIVE FINDINGS; PROVIDING FOR THE TOWN COUNCIL'S AUTHORITY, DEFINITIONS, AND INTERPRETATION; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF JUPITER FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE FIRE PROTECTION ASSESSMENT ROLL AND PROVIDING FOR COLLECTION; PROVIDING FOR THE APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR EFFECT, SEVERABILITY, CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida, has enacted the Master Capital Project and Service Assessment (Ordinance No. 27-26), as codified in Chapter 18 of the Town of Jupiter Code of Ordinances (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the Town; and

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each Fiscal Year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

WHEREAS, the Council desires to reimpose a Fire Protection Assessment within the Town using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2026; and

WHEREAS, the Council, on May 5, 2026, adopted Resolution No. 59-26 (the "Initial Assessment Resolution") containing and referencing a brief and general description of the

fire protection services, facilities, and programs to be provided to Assessed Property, describing the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property, estimating a rate of assessment, and directing the updating and preparation of the Fire Protection Assessment Roll, provision of published and mailed notice required by the Ordinance; and

WHEREAS, pursuant to the Ordinance, the Council is required to confirm or repeal the Initial Assessment Resolution, with such amendments as the Council deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Fire Protection Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on June 16, 2026, and comments and objections of all interested persons were heard and considered as required by the terms of the Ordinance.

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

SECTION 1. LEGISLATIVE FINDINGS AND RECITALS.

(A) The above recitals are true and correct and are hereby incorporated herein by reference.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Town will be specially benefitted by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution.

(C) Adoption of this Final Assessment Resolution constitutes a legislative determination that all parcels of Assessed Property derive a special benefit, as set forth in the Ordinance and the Initial Assessment Resolution, from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

SECTION 2. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance; the Initial Assessment Resolution; the Town of Jupiter Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATION.

(A) This resolution constitutes the Final Assessment Resolution as provided in Section 18-190 of the Ordinance.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any

gender include the correlative words of the other genders, unless the sense indicates otherwise. Words imparting the singular number, include the plural number, and vice versa.

SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution is hereby ratified and confirmed.

SECTION 5. IMPOSITION OF FIRE PROTECTION ASSESSMENTS.

(A) The parcels of Assessed Property included in the Fire Protection Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution in the amount of the Fire Protection Assessment set forth in the Fire Protection Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. Additionally, the Fire Protection Assessment Roll, as approved, includes those Tax Parcels of Assessed Property that cannot be set forth in that Fire Protection Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt “home addresses.”

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution is hereby approved. The Cost Apportionment and Parcel Apportionment methodologies described and adopted in Sections 6 and 7 of the Initial Assessment Resolution are hereby approved.

(C) For the Fiscal Year beginning October 1, 2026, the Fire Protection Assessed Cost to be assessed and apportioned is estimated to be \$2,520,298.00. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2026, are hereby established as follows:

FIRE PROTECTION ASSESSMENTS

Building Classifications (in square foot ranges)	Property Use Categories				
	Residential	Commercial	Industrial/ Warehouse	Institutional	Nursing Home
0 - 499	\$3	\$8	\$3	\$8	\$8
500 - 1,199	\$15	\$40	\$11	\$39	\$40
1,200 - 1,999	\$36	\$94	\$26	\$92	\$94
2,000 - 3,099	\$60	\$157	\$42	\$154	\$157
3,100 - 4,499	\$93	\$242	\$65	\$238	\$242
4,500 - 6,099	\$134	\$352	\$95	\$345	\$352
6,100 - 7,999	\$182	\$477	\$128	\$467	\$477
8,000 - 9,999	\$238	\$625	\$168	\$613	\$625
10,000 - 12,399	\$298	\$781	\$210	\$766	\$781
12,400 - 14,999	\$369	\$968	\$260	\$950	\$968
15,000 - 17,799	\$447	\$1,171	\$314	\$1,149	\$1,171
17,800 - 20,899	\$530	\$1,390	\$373	\$1,363	\$1,390
20,900 - 24,199	\$622	\$1,632	\$438	\$1,600	\$1,632
24,200 - 27,799	\$720	\$1,889	\$507	\$1,853	\$1,889
27,800 - 31,699	\$827	\$2,170	\$582	\$2,128	\$2,170
31,700 - 35,699	\$943	\$2,474	\$664	\$2,427	\$2,474
35,700 - 39,999	\$1,062	\$2,787	\$748	\$2,733	\$2,787
40,000 - 44,599	\$1,190	\$3,122	\$838	\$3,062	\$3,122
44,600 - 49,399	\$1,327	\$3,481	\$934	\$3,414	\$3,481
49,400 - 54,499	\$1,469	\$3,856	\$1,034	\$3,781	\$3,856
54,500 - 59,799	\$1,621	\$4,254	\$1,141	\$4,172	\$4,254
59,800 - 65,399	\$1,779	\$4,667	\$1,252	\$4,577	\$4,667
65,400 - 71,199	\$1,945	\$5,104	\$1,369	\$5,006	\$5,104
71,200 - 77,199	\$2,118	\$5,557	\$1,491	\$5,450	\$5,557
77,200 - 83,499	\$2,296	\$6,025	\$1,616	\$5,909	\$6,025
83,500 - 89,999	\$2,483	\$6,517	\$1,748	\$6,391	\$6,517
90,000 - 96,799	\$2,677	\$7,024	\$1,884	\$6,889	\$7,024
96,800 - 103,899	\$2,879	\$7,555	\$2,026	\$7,409	\$7,555
103,900 - 111,199	\$3,090	\$8,109	\$2,175	\$7,953	\$8,109
111,200 - 118,699	\$3,307	\$8,679	\$2,328	\$8,512	\$8,679
118,700 - 126,499	\$3,530	\$9,264	\$2,485	\$9,086	\$9,264
126,500 - 134,499	\$3,762	\$9,873	\$2,648	\$9,683	\$9,873
134,500 - 142,799	\$4,000	\$10,497	\$2,815	\$10,295	\$10,497
142,800 - 151,299	\$4,247	\$11,145	\$2,989	\$10,930	\$11,145
151,300 - 159,999	\$4,499	\$11,808	\$3,167	\$11,581	\$11,808
160,000 - 169,099	\$4,758	\$12,487	\$3,349	\$12,247	\$12,487
169,100 - 178,299	\$5,029	\$13,197	\$3,539	\$12,943	\$13,197
178,300 - 187,799	\$5,302	\$13,915	\$3,732	\$13,647	\$13,915
≥187,800	\$5,585	\$14,657	\$3,931	\$14,374	\$14,657

(D) The above rates of assessment are hereby approved. Unless otherwise exempted as provided herein or pursuant to state law, Fire Protection Assessments for fire

protection services, facilities, and programs in the amounts set forth in the updated Fire Protection Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property included in such Fire Protection Assessment Roll for the Fiscal Year beginning October 1, 2026.

(E) The following exemptions shall apply to the Fire Protection Assessment program:

(1) No Fire Protection Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, and obtained by foreclosure or a deed in lieu of foreclosure shall not be exempted from the Fire Protection Assessment.

(2) No Fire Protection Assessment shall be imposed on Buildings of Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law.

(3) In accordance with Section 170.01(4), Florida Statutes, no Fire Protection Assessment shall be imposed against any Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(4) No Fire Protection Assessment shall be imposed upon homesteaded Residential Property that is provided the Additional Seniors' Exemption by the Property Appraiser.

(5) No Fire Protection Assessment shall be imposed upon homesteaded Residential Property that is provided the Veterans' Exemption by the Property Appraiser.

(F) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Council is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Council.

(G) As authorized in Section 18-193 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Final Assessment Resolution based upon the rates of assessment approved herein.

(H) As provided in Section 18-177 of the Ordinance, Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 6. COLLECTION OF ASSESSMENTS.

(A) The Fire Protection Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 18-215 of the Ordinance.

(B) The Fire Protection Assessment Roll together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

(C) The Fire Protection Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C. The Property Appraiser and Tax Collector shall apply the Fire Rescue Assessment Rates approved herein to any Tax Parcels of Assessed Property with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes.

SECTION 7. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the Town's Fire Protection Assessments will be utilized for the provision of fire protection services, facilities, and programs to properties within the Town, as reflected by the Fire Protection Assessed Cost. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs provided to properties within the Town.

SECTION 8. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Fire Protection Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Final Assessment Resolution.

SECTION 9. CONFLICTS. This Final Assessment Resolution shall prevail in the event of any conflicts with any other resolution of the Town of Jupiter.

SECTION 10. SEVERABILITY. In the event any portion of this Final Assessment Resolution is deemed invalid by any court of competent jurisdiction, the invalid portion shall be considered severed, and the remainder of this Resolution shall continue in effect.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its execution.

PASSED AND ADOPTED this 16th day of June, 2026.

TOWN OF JUPITER

Jim Kuretski, Mayor

ATTEST:

Merriane Lahmeur, Town Clerk

Approved as to Form and Legal Sufficiency:

Thomas J. Baird, Town Attorney

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Frank Kitzerow and Sandi Neubarth, who, after being duly sworn, depose and say:

1. Frank Kitzerow, as Town Manager of the Town of Jupiter, Florida (the "Town"), pursuant to the authority and direction received from the Town Council, timely directed the preparation of the Fire Protection Assessment Roll and the preparation, mailing, and publication of notices in accordance with Chapter 18 of the Town of Jupiter Code of Ordinances (the "Ordinance") in conformance with the Initial Assessment Resolution No. 59-26 adopted by the Town Council on May 5, 2026 (the "Initial Assessment Resolution").

2. Sandi Neubarth is the Director for Accenture Infrastructure & Capital Projects, LLC ("Accenture"). Accenture has caused the notices required by Section 18-189 of the Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Accenture has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the Town expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the

hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before May 26, 2026, Accenture caused the mailing of the above-referenced notices in accordance with Section 18-189 of the Ordinance and Section 13 of the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Palm Beach County Property Appraiser for the purpose of the collection of ad valorem taxes.

4. Additionally, pursuant to Chapter 92-264, Laws of Florida, as amended by Chapter 2003-348, Laws of Florida, Mr. Kitzerow has directed that all necessary information regarding the Fire Protection Assessment be timely provided to the Property Appraiser of Palm Beach County no later than July 24, 2026 so the Fire Protection Assessment is included as part of the notice of proposed property taxes under Section 200.069, Florida Statutes, the truth-in-millage notification.

FURTHER AFFIANTS SAYETH NOT.

Frank Kitzerow, affiant

Sandi Neubarth, affiant

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Affidavit of Mailing was sworn to before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Frank Kitzerow, Town Manager, Town of Jupiter, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Sandi Neubarth, Director, Accenture Infrastructure and Capital Projects Consulting, LLC, a Delaware limited liability company. She is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

APPENDIX B
PROOF OF PUBLICATION

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Garrett Watson
Jupiter Town Clerk, Town Of
210 MILITARY TRL

JUPITER FL 334585786

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 05/26/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/26/2026

A handwritten signature in black ink, appearing to be "Kongmeng Yang", written over a horizontal line.

Legal Clerk

Notary, State of WI, County of Brown

A handwritten signature in black ink, appearing to be "Kongmeng Yang", written over a horizontal line.

9.3.29

My commission expires

Publication Cost: \$743.60

Tax Amount: \$0.00

Payment Cost: \$743.60

Order No: 12319510

of Copies:

Customer No: 730576

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

PUBLIC NOTICES

PUBLIC NOTICES

NOTICE BY THE TOWN OF JUPITER OF A PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Town Council of the Town of Jupiter, Florida will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the Town and collection of these assessments pursuant to the tax bill collection method.

The hearing will be held at 7:00 p.m. on June 16, 2026, in the Town Council Chambers, Jupiter Town Hall, 210 Military Trail, Jupiter, Florida, 33458, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town within 20 days of this notice. If a person decides to appeal any decision made by the Town Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should call the Town Clerk at (561) 741-2530 or TownClerk@jupiter.fl.us, at least two (2) business days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of assessment billing units attributed to that parcel. The following table reflects the proposed Fire Protection Assessment rate schedule for the Fiscal Year beginning on October 1, 2026.

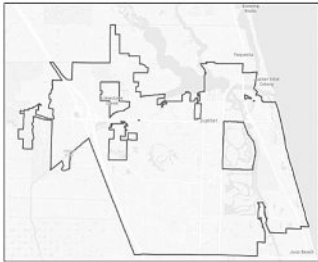
Building Classifications (in square foot ranges)	Property Use Categories				
	Residential	Commercial	Industrial/ Warehouse	Institutional	Nursing Home
0 - 499	\$3	\$8	\$3	\$8	\$8
500 - 1,199	\$15	\$40	\$11	\$39	\$40
1,200 - 1,999	\$36	\$94	\$26	\$92	\$94
2,000 - 3,099	\$60	\$157	\$42	\$164	\$157
3,100 - 4,499	\$93	\$242	\$65	\$238	\$242
4,500 - 6,099	\$134	\$352	\$95	\$345	\$352
6,100 - 7,999	\$182	\$477	\$128	\$467	\$477
8,000 - 9,999	\$238	\$625	\$168	\$613	\$625
10,000 - 12,399	\$298	\$781	\$210	\$766	\$781
12,400 - 14,999	\$369	\$968	\$260	\$950	\$968
15,000 - 17,799	\$447	\$1,171	\$314	\$1,149	\$1,171
17,800 - 20,899	\$530	\$1,390	\$373	\$1,363	\$1,390
20,900 - 24,199	\$622	\$1,632	\$438	\$1,600	\$1,632
24,200 - 27,799	\$720	\$1,889	\$507	\$1,853	\$1,889
27,800 - 31,699	\$827	\$2,170	\$582	\$2,128	\$2,170
31,700 - 35,699	\$943	\$2,474	\$664	\$2,427	\$2,474
35,700 - 39,999	\$1,062	\$2,787	\$748	\$2,733	\$2,787
40,000 - 44,599	\$1,190	\$3,122	\$838	\$3,062	\$3,122
44,600 - 49,399	\$1,327	\$3,481	\$934	\$3,414	\$3,481
49,400 - 54,499	\$1,469	\$3,856	\$1,034	\$3,781	\$3,856
54,500 - 59,799	\$1,621	\$4,254	\$1,141	\$4,172	\$4,254
59,800 - 65,399	\$1,779	\$4,667	\$1,252	\$4,577	\$4,667
65,400 - 71,199	\$1,945	\$5,104	\$1,369	\$5,006	\$5,104
71,200 - 77,199	\$2,118	\$5,557	\$1,491	\$5,450	\$5,557
77,200 - 83,499	\$2,296	\$6,025	\$1,616	\$5,909	\$6,025
83,500 - 89,999	\$2,483	\$6,517	\$1,748	\$6,391	\$6,517
90,000 - 96,799	\$2,677	\$7,024	\$1,884	\$6,889	\$7,024
96,800 - 103,899	\$2,879	\$7,555	\$2,026	\$7,409	\$7,555
103,900 - 111,199	\$3,090	\$8,109	\$2,175	\$7,953	\$8,109
111,200 - 118,699	\$3,307	\$8,679	\$2,328	\$8,512	\$8,679
118,700 - 126,499	\$3,530	\$9,264	\$2,485	\$9,086	\$9,264
126,500 - 134,499	\$3,762	\$9,873	\$2,648	\$9,683	\$9,873
134,500 - 142,799	\$4,000	\$10,497	\$2,815	\$10,295	\$10,497
142,800 - 151,299	\$4,247	\$11,145	\$2,989	\$10,930	\$11,145
151,300 - 159,999	\$4,499	\$11,808	\$3,167	\$11,581	\$11,808
160,000 - 169,099	\$4,758	\$12,487	\$3,349	\$12,247	\$12,487
169,100 - 178,299	\$5,029	\$13,197	\$3,539	\$12,943	\$13,197
178,300 - 187,799	\$5,302	\$13,915	\$3,732	\$13,647	\$13,915
≥187,800	\$5,585	\$14,657	\$3,931	\$14,374	\$14,657

Copies of the Master Capital Project and Service Assessment Ordinance, the Initial Assessment Resolution for Fire Protection Services, and the preliminary Fire Protection Assessment Roll are available for inspection in the Town Clerk's Office located at 210 Military Trail, Jupiter, Florida, 33458.

The fire protection non-ad valorem assessment will be collected on the annual ad valorem tax bill mailed in November of each year that the assessment is imposed, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property in accordance with the provisions of Florida law, which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Town Council action at the above hearing (including the method of appointment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions regarding the fire protection special assessment, please contact the Town of Jupiter at TOJfireNAV@jupiter.fl.us.

TOWN OF JUPITER ASSESSMENT PLAT



TOWN COUNCIL
TOWN OF JUPITER, FLORIDA

Town of Jupiter
by: Town Clerk
210 Military Trail
Jupiter, Florida 33458

Palm Beach Post
Publication Date: 05/26/26

Foreclosure / Sheriff Sales

Foreclosure / Sheriff Sales

NOTICE OF TRUSTEE SALE:

To: All members of the general public including all persons listed below, their heirs, guardians and assigns, record owners of the unit week(s) as showing thereon, all located in and governed by that certain: Declaration of Condominium for The Berkshire, Inc. recorded in O.R. Book 3244, at pages 1367, et seq. Public Records, Palm Beach County, Florida. Based upon default in assessment payments and pursuant to the Claim of Lien filed by The Berkshire, Inc., a Florida not-for-profit corporation, recorded at O.R. Book 35773 Page 743 in the Public Records of Palm Beach County Florida, ASSOCIATION LEGAL SERVICES, LLC WILL CONDUCT AN ELECTRONIC SALE OF EACH AND EVERY UNIT WEEK LISTED BELOW BEGINNING AT 10:00 A.M. ON JULY 20, 2026, IN ACCORDANCE WITH CHAPTER 45, FLORIDA STATUTES AND THE INSTRUCTIONS AND DEPOSIT REQUIREMENT SAT: https://associationlegalservices.com/timeshareforeclosures/

Obligors and junior lienholders listed above may cure the default and redeem the timeshare interest by paying the amounts secured by the Association's lien on their unit week(s) as stated above, together with trustee's fees and interest through the date of payment in cash or certified funds to ASSOCIATION LEGAL SERVICES, LLC at any time prior to the issuance of the Certificate of Sale on the above date.

GOVERN YOURSELVES ACCORDINGLY. ASSOCIATION LEGAL SERVICES, LLC, 12600 WORLD PLAZA LANE # 63, FORT MYERS, FL 33907 239-887-4362, Listed Below as: Owner Name Address Unit-Week Default Year Amount Due Per Diem

Condominium Parcel Number	Week Number	Owner Number	Obligor First Name	Obligor Last Name	Street Address	City State Zip	Code Default Year	Amount Per Diem
ALTA 69 LEO NARD ALTA BET	1700 S OCEAN BLVD, APT 4 DELRAY BEACH FL 33483 213 4 2025	52,562.98	50.34					
ALTA 69 LEO NARD ALTA BET	1700 S OCEAN BLVD, APT 4 DELRAY BEACH FL 33483 213 5 2025	52,562.98	50.34					
ALTA 69 LEO NARD ALTA BET	1700 S OCEAN BLVD, APT 4 DELRAY BEACH FL 33483 111 3 4 2025	52,562.98	50.34					
CORN 143 JO-ANN CORNET TO 68 BELMAR BL VD WARETOWN NJ 08758	7 2 9 2025	52,562.98	50.34					
CORN 143 JO-ANN CORNET TO 68 BELMAR BL VD WARETOWN NJ 08758	7 2 9 2025	52,562.98	50.34					
EVAN 177 TIMOTHY AND PAULA EVANS	2537 FOUNTAIN OAKS RD DE SOTO MO 63020 6 2 9 2025	52,562.98	50.34					
GRAH 21 JUSTIN GRAHAM 7 WILLOWBROOK DR HAZLET NJ 07730	11 42 2025	51 237 98	50.34					
GRAY 222 RICHARD GRAY 125 GRASSYKNOLL WY BLOWING ROCK NC 28605	20 42 2025	52,562.98	50.34					
MORA 294 DOUGLAS AND MARY MORAN 4261 NW 8TH ST COCONUT CREEK FL 33066	19 22 2025	52,562.98	50.34					
MORA 295 DOUGLAS MORAN 4262 NW 8TH ST COCONUT CREEK FL 33067	10 35 2025	52,562.98	50.34					
NIGR 311 DONNA NIGRO 1407 BETHANY DR GREENSBORO NC 27455	2 4 8 2025	52,562.98	50.34					
OSUL 316 PATRICK AND BERNADETTE O'SULLIVAN 7400 SW 10TH ST PLANTATION FL 33317	1 2 3 5 2025	52,562.98	50.34					
PEL 7360 JANET AND STANLEY PELTO 28413 ABBEY LN. #105 NEW HUDSON MI 48165	11 45 2025	52,562.98	50.34					
PUR D327 NANCY PURDY 5580 NORTH DIXIE HIGHWAY BOCA RATON, FL 33487	1 20 2025	52,562.98	50.34					
May 26, June 2 2026								
LSAR05	23 93	1						

Govt Public Notices

Govt Public Notices

PAL-MAR WATER CONTROL DISTRICT
NOTICE OF A SPECIAL MEETING OF THE BOARD OF SUPERVISORS
(ATTORNEY-CLIENT SESSION)
June 4, 2026, at or near 10:30 A.M.
Martin County Administrative Building
2401 SE Monterey Road
Stuart, FL 34996

On June 4, 2026, at or near 10:30 A.M., during the Regular Meeting (starting at 10:00 A.M.) of the Board of Supervisors, the Board of Supervisors will hold an Attorney-Client Session at the Martin County Administrative Building, 2401 SE Monterey Rd, Stuart, FL 34996, for the purpose of conducting a meeting in private pursuant to Section 286.011(8), Florida Statutes, to discuss the Pike Gas Litigation.

The subject matter of the private attorney-client session shall be confined to settlement negotiations or strategy sessions related to litigation expenditures regarding the case styled Be A Man Buy Land, LLC v. Pal-Mar Water Control District, Case No.: 2026-CA-00432. Some or all of the following individuals will be in attendance: Chairperson Maria G. Marino, Vice-Chairperson Sarah Heard, Supervisor George Stokus, Supervisor Kevin Cutting, Supervisor Gene Whiting, District Manager Stephanie Brown, District Counsel Ruth A. Holmes, and Special Counsel Lyman Reynolds, and a certified court reporter who will be announced at the public meeting prior to the start of the attorney-client session. The private attorney-client session shall commence at the special meeting of the Board of Supervisors at the location. No persons other than those listed above may be present at this attorney-client session. The person chairing the regular meeting shall announce the commencement and estimated length of the private attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the regular meeting shall be re-opened, and the person chairing the regular meeting shall announce the termination of the attorney-client session.

Stephanie Brown
District Manager
Pal-Mar Water Control District
www.palmarwcd.org
May 26, 2026 #12345945

Public Notices

Public Notices

VILLAGE OF WELLINGTON
PROPOSED FISCAL YEAR (FY) 2026-2027 ANNUAL ACTION PLAN WITH FUNDING RECOMMENDATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Pursuant to the Department of Housing and Urban Development (HUD) 24 CFR Part 91, et al, Consolidated Submission for Community Planning and Development Programs, it is required that the Village of Wellington submit an annual update (Annual Action Plan) of its Fiscal Year 2022-2023 to 2026-2027 Consolidated Plan. The Annual Action Plan consists of a description of all activities that will be undertaken in FY 2026-2027 (10/01/2026 through 9/30/2027) to address priority needs. The Village of Wellington has projected an allocation of \$286,335 as the amount that will be allocated from HUD.

Proposed Use of Funds for Fiscal Year 2026-2027 (October 1, 2026 – September 30, 2027)

Housing Rehabilitation Program	\$189,069
Planning and Administration	\$57,266
Youth Programs	\$40,000
Total	\$286,335

Notice of Annual Action Plan Availability and Public Hearing

Regulations require that Annual Action Plans be submitted by August 16 of each year. It is also required that the Village of Wellington, before Wellington Council adoption of the 2026-2027 Annual Action Plan, make the Plan available to citizens, agencies, and other interested parties for their review and comment for a period of 30 days. In compliance with the above requirements, the Village of Wellington hereby informs the community that the 2026-2027 Annual Action Plan will be available for public review and comment from May 21, 2026 to June 24, 2026. Persons that would like to review the 2026-2027 Annual Action Plan need to submit their request to Grants@wellingtonfl.gov and a copy of the request document will be emailed to the requestor. All comments regarding the 2026-2027 Annual Action Plan need to be emailed to Grants@wellingtonfl.gov by 5:00pm on June 24, 2026.

An additional opportunity to comment on the Action Plan will be provided at a public hearing to be held at 4:00 p.m. on Thursday, June 25, 2026 in the Council Chambers at Village Hall, at 12300 Forest Hill Boulevard, Wellington, FL 33414. Alternatively, those unable to attend the public meeting may email written comments to the Planning, Zoning, and Building Department at Grants@wellingtonfl.gov prior to the meeting.

In accordance with the Americans with Disabilities Act (ADA) of 1990, all persons requiring a special accommodation to participate in this meeting due to a disability, physical impairment or English language deficiency, should contact the Village of Wellington Planning, Zoning and Building Department at 12300 Forest Hill Blvd. Wellington, FL 33414 or via telephone at (561) 753-2435 at least five calendar days prior to the meeting so that reasonable accommodation can be provided. This document may be requested in an alternate format by contacting the Planning, Zoning and Building Department at (561) 753-2435.



May 26, 2026 12351118



Looking to
Buy a Car?
Check the classified listings everyday.



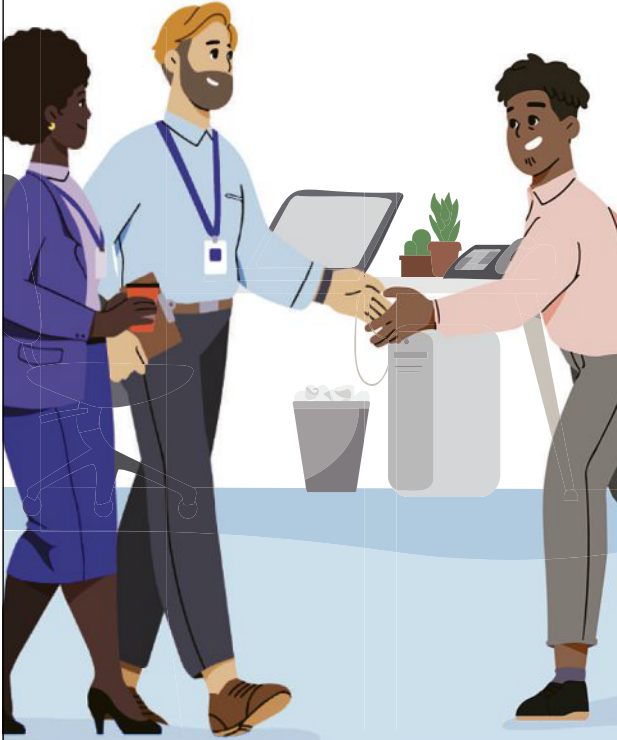
Sell it.
Buy it.
Find it.

Place your classified ad today.

Jobcase

FIND THE
BEST TALENT
TODAY!

Your one-stop-shop for
posting local and national
job sites like Jobcase.



LocaliQ

USA TODAY
NETWORK

Get started at
jobs.usatoday.com

THE WORLD'S
LIGHTEST WHEELCHAIR



Meet the World's Lightest Wheelchair. The Featherweight Wheelchair.

If walking has become harder for you or someone you love, there's a **new wheelchair that could make life easier**. The **Featherweight Wheelchair weighs just 13.5 pounds**—less than **half the weight of most wheelchairs**. That means it's **easy to lift into a car**, take on trips, or use around the house.

It's not just light—it's **strong, easy to push, and looks great too**. With a sleek design and color choices, it's a chair you'll feel proud to use every day.

Stay active. Stay independent. **Try the Featherweight Wheelchair and feel the difference.**

Why take our word for it?

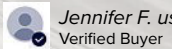
CALL NOW, and receive **\$50 OFF** when you purchase a **Matte Black Featherweight Wheelchair! Only \$599!**

Mention **CODE 50FEATHER** to start your journey towards effortless mobility.

855-520-6122

*13.5 lbs. with the rear wheels removed.
Overall weight, with rear wheels, is 19 lbs.

1800
WHEELCHAIR.COM
Since 1997



★★★★★ Lightweight Wheelchair

It's so light weight that it's no problem to lift in and out of the back of my car. It's also easy to set up and collapse down. It is very compact and the wheels come off for compact packing alongside luggage or groceries etc. My Mom finds it very comfortable to ride in as well and enjoys the look. We both love it.

01/09/25



Scan Me

Only
13.5 lbs!

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the authorized agent of the Town of Jupiter, Florida (the "Town"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire protection services (the "Non-Ad Valorem Assessment Roll") for the Town is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Palm Beach County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Palm Beach County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this ____ day of _____, 2026.

THE TOWN OF JUPITER, FLORIDA

By: _____
Print Name: Frank J. Kitzerow
Title: Town Manager

[to be delivered to Tax Collector prior to September 15]



June 16, 2026

TOWN OF JUPITER

Funding Jupiter Fire Rescue: Establishing a Fire Protection Per-Property Fee



—TOWN OF—
JUPITER

Resolution #61-26

Tonight's Resolution:

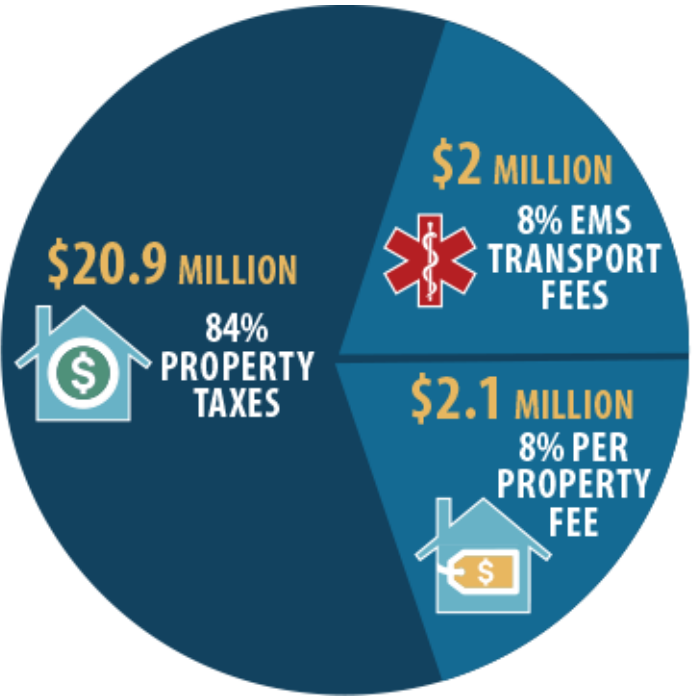
- Establishes a per-property fire protection fee to be assessed beginning October 1, 2026.
- Ensures a transparent process for establishing the fee.



Funding Options

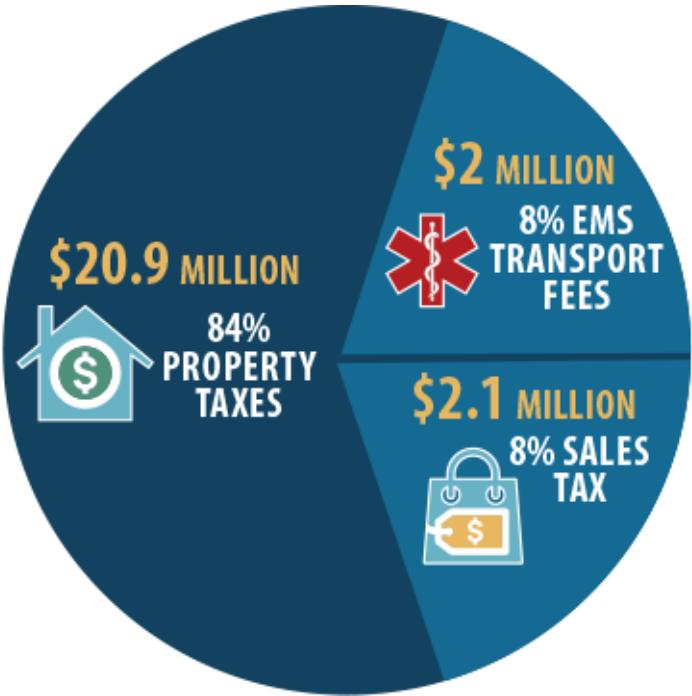
Property Taxes, EMS Transport Fees, Per-Property Fee

\$25 million total budget



Property Taxes, EMS Transport Fees, Sales Tax

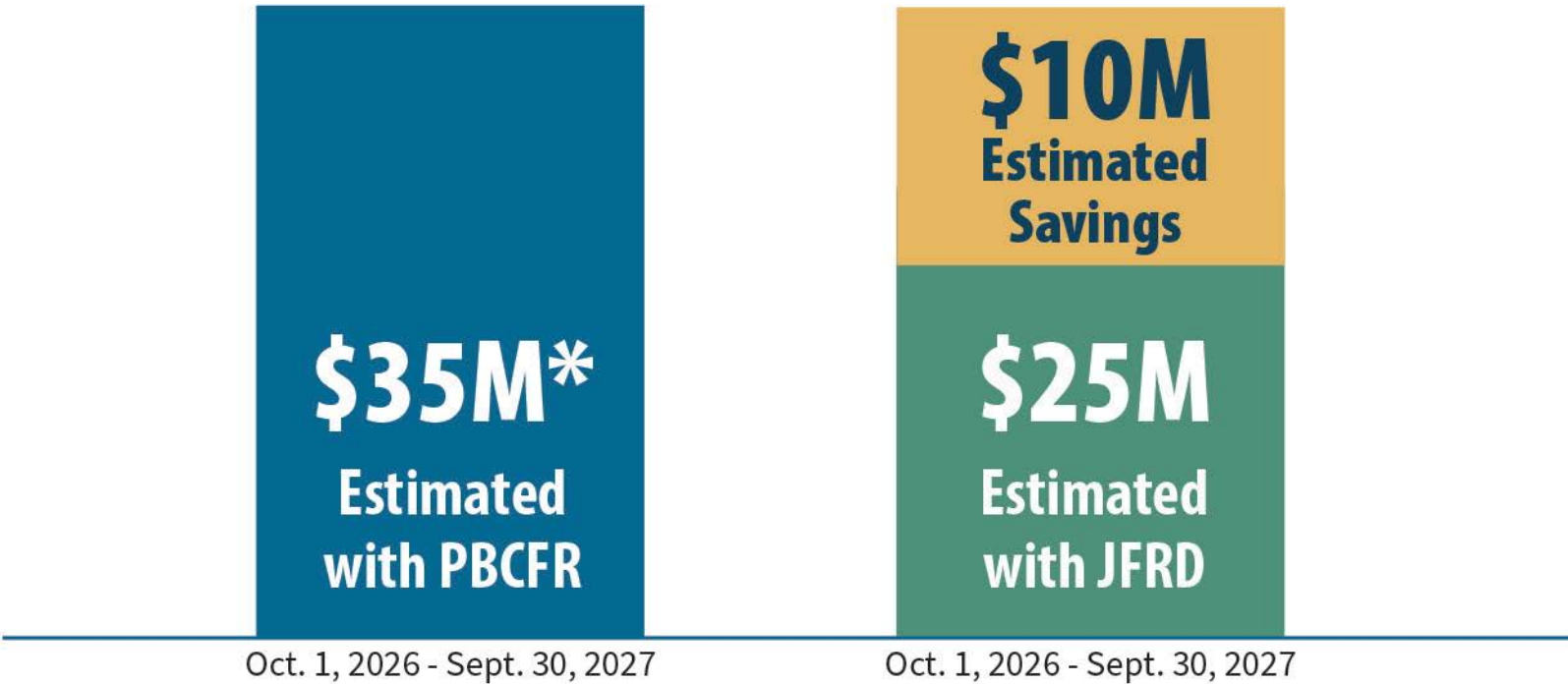
\$25 million total budget



Immediate Savings for Property Owners

Regardless of the funding method used, JFRD will save Jupiter’s property owners millions of dollars beginning in year one.

ESTIMATED FY27 FIRE RESCUE COSTS



*Based on PBCFR 10-year forecast.



Savings for Property Owners

	Resident #1	Resident #2
SQ Ft	2,500	4,900
Taxable Value	\$300,000	\$1,452,596
Est. County Fire Taxes	\$564	\$2,733
Jupiter Fire/Rescue line item will be eliminated		
Est. JFRD Taxes	\$361	\$1,746
Est. Per Property Fee (NAV)	\$60	\$134
Est. JFRD Total	\$421	\$1880
Projected Savings with JFRD	\$144	\$852



Savings for Property Owners

	Commercial #1	Commercial #2
SQ Ft	5,934	11,595
Taxable Value	\$3,862,919	\$14,799,461
Est. County Fire Taxes	\$7,268	\$27,844
Jupiter Fire/Rescue line item will be eliminated		
Est. JFRD Taxes	\$4,644	\$17,793
Est. Per Property Fee (NAV)	\$352	\$781
Est. JFRD Total	\$4,996	\$18,574
Projected Savings with JFRD	\$2,271	\$9,269



Summary

If Town Council selects the per-property fee, the fee:

- **Will provide a stable form of revenue.**
- **Is controlled at the local level to cover debt service cost for the Town's new fire stations.**
- **Is not impacted by reductions in ad valorem proceeds or other revenue sources controlled by the Florida Legislature.**



TOWN OF JUPITER
Decorative and Aesthetic Element – A1A and Jupiter Beach Road Roundabout



DATE	June 16, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Donald Hennessy, Chief of Police
SUBJECT	Decorative and Aesthetic Element – A1A and Jupiter Beach Road Roundabout

EXECUTIVE SUMMARY

The Art Committee and Town staff have prepared the attached presentation for review and discussion during the Decorative and Aesthetic Element Roundtable for the A1A and Jupiter Beach Road roundabout.

On September 4, 2025, the Town Council approved the Criteria and Process for the project. The process specified that the Art Committee would develop "a plan for the project, including the Parameters for the Call."

On October 14, 2025, the Art Committee issued a Request for Qualifications (RFQ) for a decorative and aesthetic element to be installed within the Inlet Village roundabout at A1A and Jupiter Beach Road. The project sought a permanent, site-specific enhancement that reflects Jupiter's family-oriented, coastal, small-town character. The RFQ invited submissions from local and regional artists and established a total project budget of \$150,000.

The RFQ identified the following design requirements for the proposed enhancement:

- Be visible and impactful from all directions, considering traffic speed and sightlines
- Be durable, weather-resistant, and low-maintenance
- Not obstruct traffic visibility or violate FDOT safety regulations
- Align with the Town of Jupiter's brand identity and guidelines
- Not invite pedestrian traffic to the roundabout
- Be an original design and produced by the applicant

The RFQ generated 11 submissions. Following receipt of submissions, a Staff Committee conducted an administrative review to confirm compliance with RFQ requirements. Following the Staff Committee's administrative review, 6 submissions met the minimum qualifications. The remaining 5 submissions were deemed non-compliant for the following reasons:

- Two (2) exceeded the project budget;
- Two (2) were submitted by out-of-state applicants; and
- One (1) proposed an existing sculpture currently displayed in New Orleans, Louisiana.

Qualified submissions were then evaluated by a six-member Selection Committee consisting of Art Committee members and Town staff. The committee discussed the 6 remaining submissions and scored them based on the following:

Point scale	Description
0-10	Reflects the Inlet Village's Character
0-10	Aligns with the Town's Brand Identity and Guidelines
0-10	Overall Visual Enhancement to the Roundabout
0-10	Overall Quality and Craftsmanship

Total Possible Points per Juror: 40

Additionally, the submissions were reviewed for compliance with the approved budget.

ANALYSIS

During the Roundtable, the Staff looks forward to further Town Council feedback on the proposals received.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Roundabout Presentation
2. Approved Process
3. Qualified-Staff summary
4. Points Distribution
5. All Submissions

FUNDING SOURCE

Amount of this Request	N/A	
Amount Approved in Budget	\$ 150,000	Sources*: 19020315-564000 CRA Operating Budget
Additional Funding Requested		Sources*:

For more information or copies of the attachments, please contact Satu Oksanen, Art Committee liaison, at SatuO@jupiter.fl.us or 561-741-2524.

Town of
Jupiter Art
Committee

TOWN OF JUPITER

Enhancement to the Roundabout located at A1A & Jupiter Beach Road Decorative and Aesthetic Element



— TOWN OF —
JUPITER

Call for Conceptual Designs

- As part of a Town Strategic Initiative, the Town of Jupiter Art Committee released a Request for Qualifications (RFQ) for the design of a decorative and aesthetic feature at A1A and Jupiter Beach Road. The project sought to capture and celebrate Jupiter's unique family-friendly, coastal, and small-town atmosphere.
- On September 4, 2025, Town Council approved the Criteria and Process for the project
- The Town sought submittals for a permanent, site-specific enhancement to be installed in the Inlet Village's roundabout with an all-inclusive budget of \$150,000.



Call for Conceptual Designs

Design Requirements:

- Be visible and impactful from all directions, considering traffic speed and sightlines
- Be durable, weather-resistant, and low-maintenance
- Avoid obstructing traffic visibility or violating FDOT safety regulations
- Align with the Town of Jupiter's brand identity and guidelines
- Discourage pedestrian access into the roundabout
- Be an original design and produced by the applicant



Evaluation Process

- RFQ resulted in 11 submissions that were reviewed by Staff Committee to ensure they met the RFQ requirements.
- 6 of the 11 applications met the minimum requirements.
 - Secondary staff review by Directors of Planning & Zoning and Engineering.
- The remaining 5 submissions were deemed non-compliant for the following reasons:
 - Two (2) exceeded the project budget.
 - Two (2) were submitted by out-of-state applicants.
 - One (1) proposed an existing sculpture currently displayed in New Orleans, Louisiana.



Evaluation Process

The Art Committee jury discussed the 6 submissions and scored them based on the following:

Point Scale	Description
0-10	Reflects the Inlet Village's Character
0-10	Aligns with the Town's Brand Identity and Guidelines
0-10	Overall Visual Enhancement to the Roundabout
0-10	Overall Quality and Craftsmanship

Additionally, criterion was applied to assure the project was on budget.



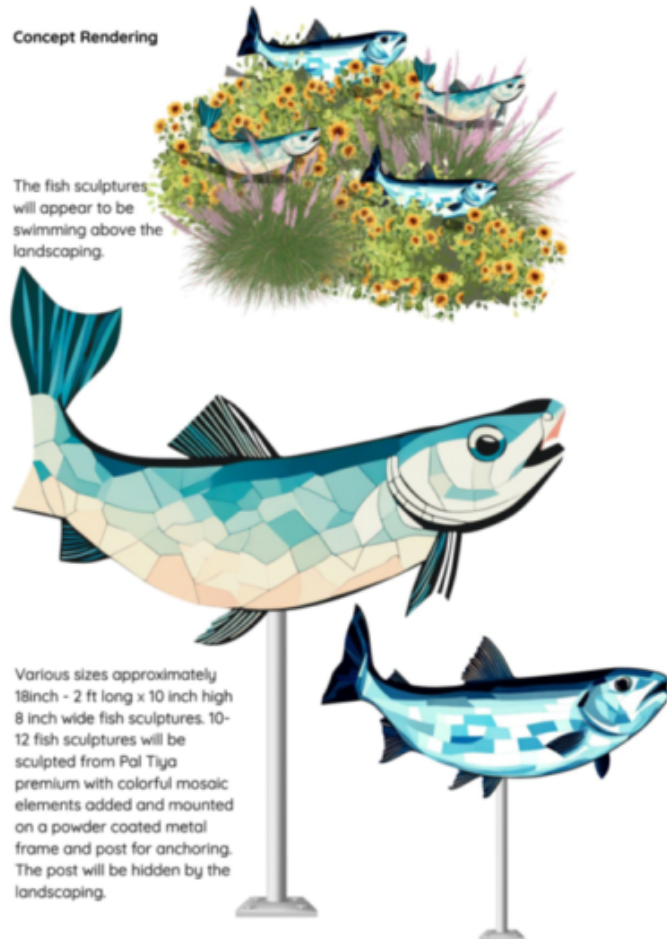
3 Finalists

Following the scoring criteria guidelines, the 3 highest ranking submissions were:

1. Dawne Arnold (187/240 points)
2. Oscar Esteban Martinez (174/240 points)
3. Etheard Joseph (134/240 points)



Dawne Arnold - Jupiter, FL



“10-12 Sculptured fish swimming with the flow of traffic around the traffic circle. It is envisioned that the fish will appear to be swimming in the same direction as the car will be circling the traffic circle.

Mural design: an abstract beach wave mural painted around the landscaped circle. This design element can be redesigned with suggestions from town of Jupiter and the art selection committee. Spot lighting is suggested for this artwork if location has that capability. “



Oscar Esteban Martinez – Miami, FL



“The Current Keeper is a monumental sculptural proposal designed specifically for the A1A and Jupiter Beach Road roundabout. The artwork takes the form of a large, ascending fish—an iconic symbol of Jupiter’s marine ecosystem and fishing heritage. The upward motion evokes ocean currents and the town’s historic relationship with the sea.”



Etheard Joseph—Jupiter, FL



“The sculpture Jupiter Now and Forever (An Abstract Beacon Centennial & Ebbing Current) is a 7.5 feet High 10.5 feet Wide stainless steel element specifically designed for the A1A and Jupiter Beach Road Roundabout. Its form directly references the Town’s centennial and its iconic Lighthouse.

The sculpture utilizes strong visual contrast to maximize impact: the central Abstract Beacon is mirror-polished to reflect light and sky, while the Ebbing Current rings are textured or brushed to represent the dynamic flow of the ocean.”



Next Steps

- During the Roundtable, Staff seeks guidance on
 - Moving forward with any of the 11 submittals
 - Re-issuing the RFQ
 - Considering other ideas for the roundabout (landscaping, signage, designs, etc.).

Thank You!



ROUNABOUT PROJECT PROCESS

1. After the Call for Conceptual Proposals is issued, candidates submit an application and renderings of the roundabout element via a form housed on Art Committee webpage.
2. Each proposal must consist of an individual piece (or group of pieces) that fits within the identified Inlet Village roundabout location in ***Exhibit 1- Location***.
3. Jupiter Art Committee Staff Liaison and a Staff Committee will complete an administrative review of the proposals for conformance with the Selection Criteria outline below.
4. Proposals meeting the Selection Criteria will then be juried by a six (6) member selection panel (the Jury), which includes members of the Town of Jupiter Art Committee and Town staff.
5. The three top-scored proposals will be presented to the Town Council for consideration.
6. The Town of Jupiter reserves the right to not select any proposal and may reissue the Call for Conceptual Proposals for the project. The Town of Jupiter Art and Selection Committees also reserve the right to reject any or all submitted proposals, waive any informalities or irregularities, re-advertise with an identical or revised scope, or cancel this Call for Conceptual Proposals entirely, at their sole discretion.

SELECTION CRITERIA

- **WHO**: Preference will be given to local or regional applicants, especially those with experience working with similar projects in coastal or ecological themes.
- **WHAT**: The selected element should enhance the roundabout at A1A and Jupiter Beach Road by celebrating one or more of the following themes:
 1. Inlet Village's coastal and marine identity (e.g., sea life, nautical heritage, ocean currents)
 2. Florida wildlife and natural habitats (e.g., native birds, mangroves, dunes)
 3. Jupiter's cultural and historical ties to a working fishing village and beach town

These themes align with Jupiter's visual character and offer meaningful inspiration for both residents and visitors.

- **DESIGN REQUIREMENTS:**
 1. The enhancement must be visible and impactful from all directions, considering traffic speed and sightlines.
 2. Materials must be durable, weather-resistant, and low-maintenance.
 3. Installation must not obstruct traffic visibility or violate FDOT safety regulations.
 4. Work must align with the Town of Jupiter's brand identity and guidelines document (Exhibit 2- Town of Jupiter Brand Standards and Guidelines.)
 5. Installation must not invite pedestrian traffic to the roundabout.
 6. All work must be an original design and produced by the applicant.

- **DESIGN PREFERENCES:**

1. Sculptural and artistic – using metal, stone, or mixed media to create a striking focal point
2. Landscape-integrated – using native plantings and sculptural elements in harmony with the environment
3. A hybrid approach is also welcomed, where hardscape and softscape are composed together.
4. Night-time visibility is encouraged.

TIMELINE (DATES TO BE DETERMINED)

- Town Council approves selection criteria and process for the enhancement.
- Art Committee develops a plan for the project, including the parameters for the Call.
- Call for Conceptual Proposals will be released.
- Applications are due.
- Administrative review done by staff committee.
- Final recommendation made by the Art Committee.
- Town Council approval of final selection.

JURY PROCESS AND SCORING

- After the Staff Committee review, the six-member Jury will view each qualified proposal, complete the Jury Score Tally Sheet, and submit it to the record keeper.
 - Each scoring category is worth a maximum of 10 points, for a total possible score of 40 points per juror.
 - With six jurors, there is a maximum of 240 total points available for each proposal.
 - The record keeper will log the applicant's name and score.
 - In case of a tie, preference will be given to a proposal from a Jupiter resident.
 - The three proposals with the highest scores will be presented to the Town Council for final selection.

JURY SCORE TALLY SHEET

Point Scale	Description	Score
0-10	Reflects the Inlet Village's character	
0-10	Aligns with the Town's brand identity and guidelines	
0-10	Overall visual enhancement on roundabout	
0-10	Overall quality & craftsmanship	
	Total	

Name	Address/Location	Qualified (X)	Notes
Casto Solano	Spain		Not local/regional
Chad Steve	Tequesta, FL	X	
Dawne Arnold	Jupiter, FL	X	
Eduardo Gomez Rojas	Jensen Beach, FL		Over budget due to submission not including site improvement cost
Etheard Joseph	Jupiter, FL	X	
Hunter Brown	Arkansas		Over budget by \$1,300
Keith Dorman	Jupiter, FL		Same sculpture already in New Orleans
Oscar Esteban Martinez	Miami, FL	X	
Sijia Chen	California		Not local/regional
Trellage-Ferrill	Key West, FL	X	
VAS Art Productions	Miami, FL	X	
		6	

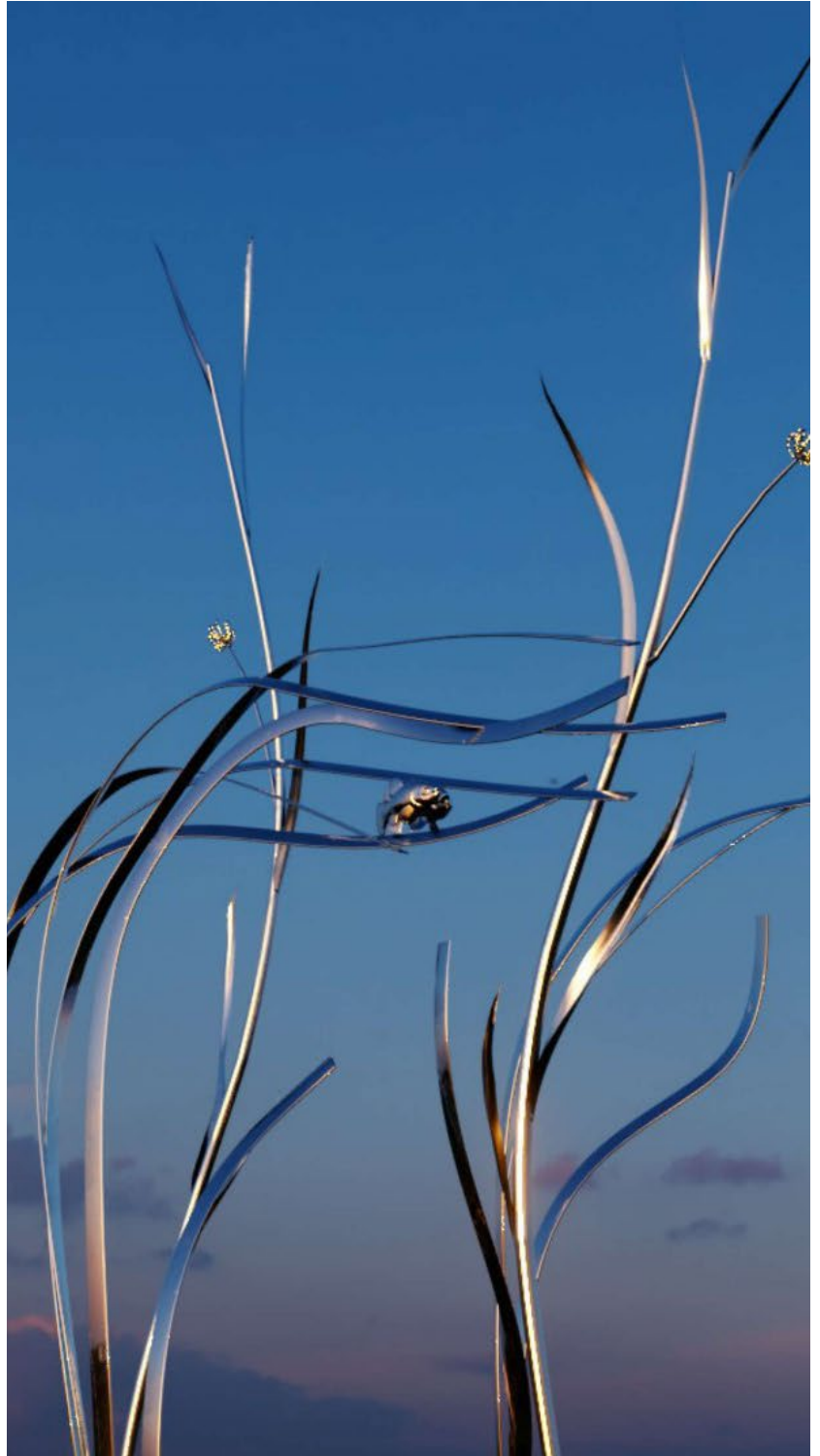
Roundabout Art - Points Distribution (240 Points Max)

Committee Results

Applicant	Inlet Village Character (60)	Town's Brand identity (60)	Visual Enhancement (60)	Quality & craftsmanship (60)	Total (240)
Dawne Arnold	48	49	50	40	187
Oscar Esteban Martinez	43	44	43	44	174
Etheard Joseph	28	33	36	37	134
Trellage Ferrill	37	30	28	37	132
Chad Steve	29	25	18	26	98
VAS Art	15	18	24	41	98
RANKINGS (1-6)	Rank				
Dawne Arnold	1				
Oscar Esteban Martinez	2				
Etheard Joseph	3				
Trellage Ferrill	4				
Chad Steve	5				
VAS Art	5				

Casto Solano
Not Qualified-Out
of State
(\$150,000)

“A giant meadow
of aquatic
grasses, filled
with shoals of
Florida Flagfish...
shimmering in
stainless steel and
changing as we
circle the
roundabout. A
radiant and iconic
statement,
welcoming us to a
city that cares for
its heritage.”



Chad Steve
Qualified
(\$25,000-150,000
based on
materials chosen)

“Central Metal Sculpture that references 14 double stacked “boat hulls” with a pinnacle ring. Fabrication; either stainless steel or aluminum. Finishing can vary, polish, painted and/or coated. Supporting materials can be added; lighting, water fountain and vegetation.”

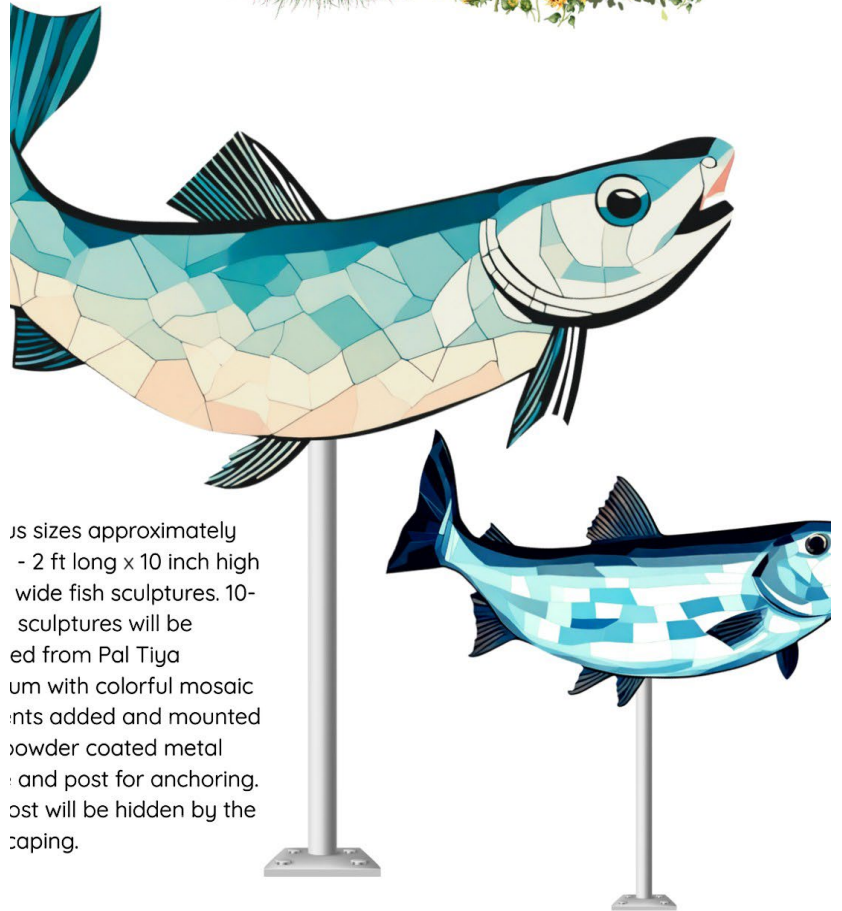


Dawne Arnold
Qualified
(\$150,000)

“10-1'2
Sculptured fish
swimming with
the flow of traffic
around the traffic
circle. It is
envisioned that
the fish will
appear to be
swimming in the
same direction as
the car will be
circling the traffic
circle.”

pt Rendering

sh sculptures
pear to be
ning above the
:aping.



fish sizes approximately
- 2 ft long x 10 inch high
wide fish sculptures. 10-
sculptures will be
ed from Pal Tiya
um with colorful mosaic
nts added and mounted
owder coated metal
and post for anchoring.
ost will be hidden by the
:aping.

d shine art and design - riseandshine.artanddesign@gmail.com -Dawne Arnold 561-31

Eduardo Gomez Rojas

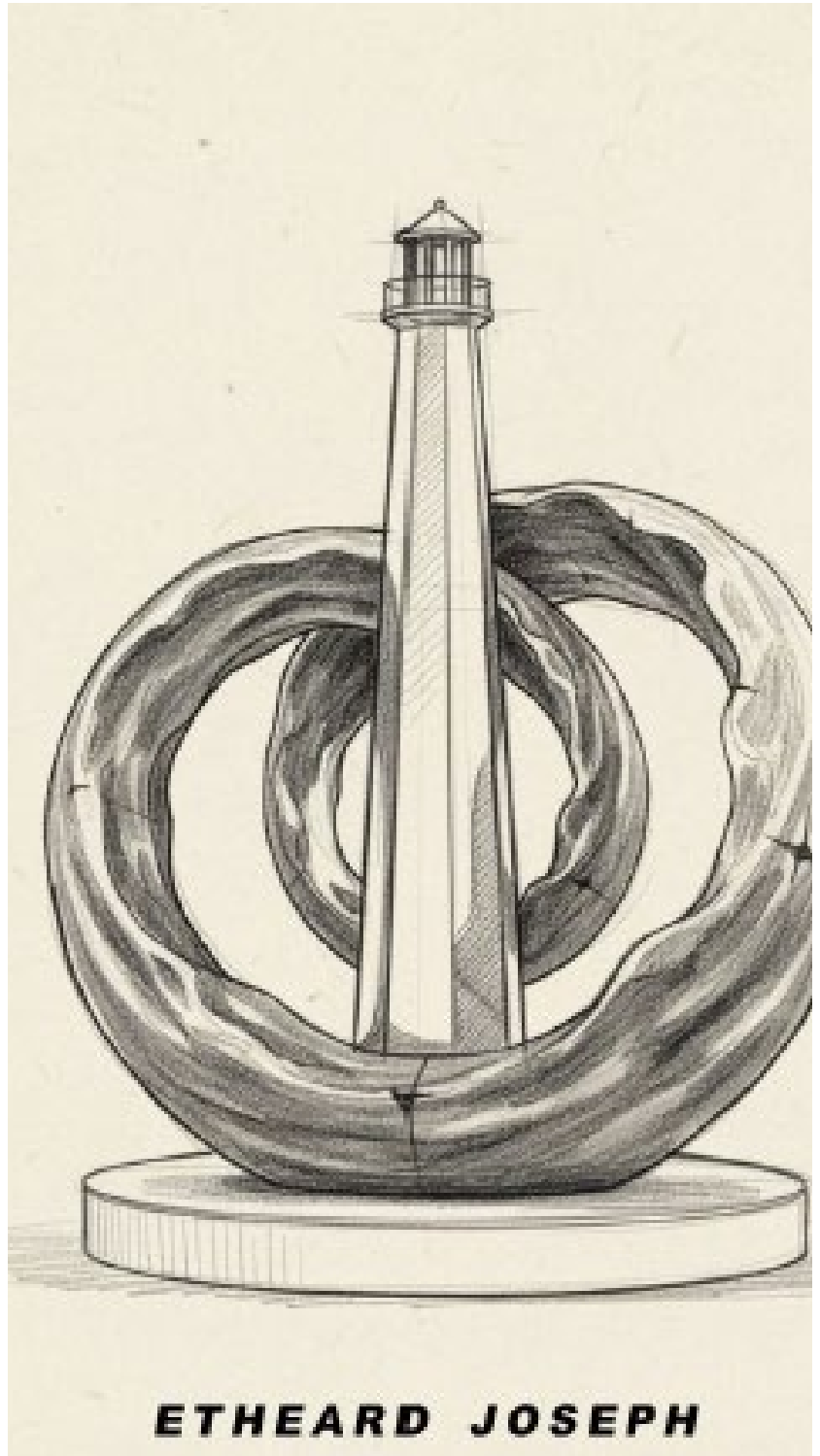
Not Qualified-
over budget
(\$150,000 + site
improvements)

“My approach to the project is based on my lived experience in this area. The title of the sculpture concept is “The Big Catch”. I want to make something that reflects Jupiter’s vocation as a fishing village as well as a prime natural vacation spot.”



Etheard
Joseph
Qualified
(\$150,000)

“The sculpture
Jupiter Now and
Forever (An
Abstract Beacon
Centennial &
Ebbing Current)
is a 7.5 feet High
10.5 feet Wide
stainless-steel
element
specifically
designed for the
A1A and Jupiter
Beach Road
Roundabout.”



Hunter Brown
Not Qualified-
over budget
(\$151,300)

“For this project, I envision a sculpture that captures the vibrant history and beach culture of the Jupiter Beach while looking forward to its future.”



Keith Dorman
Not Qualified-
existing sculpture
(\$135,000)

Beacon is a sculptural installation designed specifically for a traffic-roundabout environment. The work consists of a central powder-coated steel form set within concentric rings of white aggregate, creating an integrated composition of sculpture, motion, light, and landscape.



Oscar Esteban
Martinez
Qualified
(\$150,000)

“The Current Keeper, is conceived as a landmark that reflects Jupiter’s coastal identity, its deep relationship with the ocean, and its heritage as a historic fishing village—while maintaining the town’s cherished small-town character.”



Sijia Chen
Not Qualified- Out
of State
(\$147,000)

“A vertically
oriented
sculptural
landmark that
reflects Jupiter’s
coastal and
maritime identity
while reinforcing
the Town’s brand
values of beauty,
stewardship, and
a distinct small-
town character.”



Trellage-Ferrill
Studio
Qualified
(\$150,000)

“A great fish, light
and buoyant, lifts
a rowboat
skyward. Together
they echo the
whimsical, free-
spirited character
that drifts
through Jupiter 's
breezes and
bright streets.”



VAS
Qualified
(\$150,000)

“Five marine-grade aluminum stems rising from a circular carved limestone base, with flat spirals at different heights and three abstract manatees formed by lateral spirals wrapped around oval limestone elements.”

