



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, AUGUST 18, 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.

Order of Business for Quasi-Judicial Hearings:

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

PRESENTATION

1. JFRD Update.

CITIZEN COMMENTS

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

MINUTES

2. August 6, 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. Bear's Club

A. Ordinance 34-26, Second Reading, *Quasi-Judicial*, Bears Club POA Maintenance Building – Planned Unit Development (PUD) Amendment.

B. Resolution 71-26, Site Plan Application to Construct a POA Maintenance Facility Building on a 0.6 +/- Acre Site, Redesign the Frederick Small Road Secondary Entrance, and Add a Manned Guardhouse.

4. **Resolution 86-26 - *Quasi-Judicial* - Seaglass - Amendment to Resolution 61-23 allowing either entirely rental or entirely for-sale units.**

PUBLIC BUSINESS

5. Approving Work Order #15 with Fierce Construction, LLC (EPW2025-34D) for the Community Center Fire Panel Replacement in the amount of \$81,143.
6. Approving a Purchase Order with Sentinel One Endpoint Detection and Response in the amount of \$64,416.
7. Approving a Purchase Order with Ten-8 Fire & Safety for the Purchase of an Ambulance in the amount of \$381,077.
8. Approving a Purchase Order to Ferguson Waterworks for Distribution System Water Quality Sampling Stations and Materials (W2120A) in the amount of \$97,552.
9. Approving a Purchase Order to Merichem Technologies, LLC for FY 2027 Reverse Osmosis Odor Control Treatment Chemicals in the amount of \$1.68 per pound.
10. **Resolution 65-26**, Approving the Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with the Village of Tequesta.
11. **Resolution 73-26**, Approving a Contract with Brenntag Mid-South, LLC for Supplying Liquid Chlorine (W2706A) for a unit price of \$1,468 per ton.
12. **Resolution 74-26**, Approving a Contract with Odyssey Manufacturing Co. for Supplying Sodium Hydroxide (Caustic) (W2706C) for a unit price of \$730 per dry ton.

13. **Resolution 75-26**, Approving a Contract with Carus LLC for Supplying Corrosion Inhibitor (W2706D) for a unit price of \$1.07 per pound.
14. **Resolution 76-26**, Approving a Contract with Tanner Industries, Inc. for Supplying Anhydrous Ammonia (W2706G) for a unit price of \$1.08 per pound.
15. **Resolution 77-26**, Approving a Contract with Allied Universal Corporation for Supplying Sodium Hypochlorite (W2706H) for unit prices of \$1.69 and \$2.30 per gallon.
16. **Resolution 78-26**, Approving a Contract (W2706I) with American Water Chemicals to Supply RO Antiscalant for a unit price of \$1.37 per pound and NF Antiscalant for a unit price of \$1.36 per pound.
17. **Resolution 93-26**, Approving the Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with Martin County.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

September 8, 2026, 7pm - Town Council Chambers
September 22, 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.*



JUPITER FIRE RESCUE DEPARTMENT

JFRD Update



JFRD Update

- Tonight's update will focus on:
 - Joint Training with JPD
 - Joint Training with PBGFR
 - Ladder Truck
 - NorthCom Dispatch



Jupiter Police / Fire Joint Training

- Active Assailant Training
 - JFRD participated in a joint active assailant training exercise at a local school.
 - Realistic training to prepare our teams for the worst while improving joint operations.



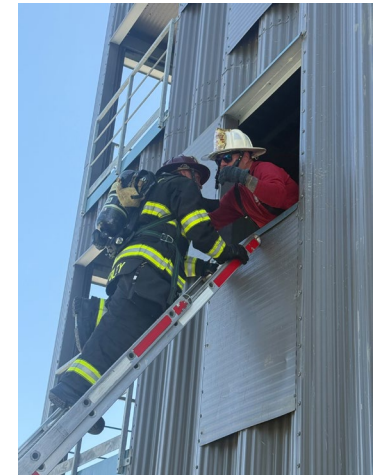
Jupiter Police / Fire Joint Training

- JFRD Ride Along with JPD
 - JFRD members are riding with JPD officers.
- Marine Unit
 - Jupiter Fire Rescue will conduct joint marine rescue training with Jupiter PD in September.



Jupiter Fire / PBG Fire Joint Training

- PBG Training Facility
 - JFRD has been training at PBGFR's training facility.
 - JFRD is conducting joint live-fire training with PBGFR to prepare our teams for the worst while improving joint operations.
- JFRD Ride Along with PBGFR
 - JFRD members are riding with PBGFR members.
- Technical Rescue Training
 - JFRD will conduct joint technical rescue training with PBGFR in September.



Ladder Truck



August 18, 2026

JFRD Update

NorthCom

- NorthCom is the Northern Municipal Regional Communications Center covering municipalities north of North Lake Blvd.
- Palm Beach Gardens Fire Rescue and Jupiter Fire Rescue will jointly operate on NorthCom as one jurisdiction.
- JFRD members have completed training with NorthCom Dispatch.



The Jupiter Fire Rescue Department Has Been Implemented **ON SCHEDULE AND ON BUDGET.**



August 18, 2026

JFRD Update



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
THURSDAY, AUGUST 6, 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.

PRESENTATION

1. The Honorable State Senator Gayle Harrell — Legislative Update.

State Senator Harrell thanked the Council for the opportunity to speak and for providing a space for a local office where she could meet with local constituents. She noted that the recent legislative session, her 24th, was a unique and lengthy session that resulted in significant accomplishments. She advised that she had provided a legislative update handout for both the Council and residents.

Senator Harrell reported that this year the State budget focused on preparing for the future by maintaining adequate reserves in anticipation of a possible economic recession. She explained that the final State budget totaled approximately \$113 billion after the Governor's vetoes, slightly lower than the previous year's budget.

Senator Harrell highlighted several appropriations benefiting the Jupiter area totaling over \$1 million. She also explained that the \$90,000 for the Indiantown Road Signalization project had been vetoed by the Governor. It was noted that the \$700,000 for the Parks Athletic Fields had also been vetoed, and Senator Harrell responded that she had not been aware of that veto.

Senator Harrell stated that it had been a successful legislative year and noted that her handout summarized several of the bills passed during the session. She highlighted cybersecurity as an area of concern, referencing the cyberattack on the Martin County Tax Collector's Office the previous year and emphasizing the importance of protecting local governments from similar incidents. Senator Harrell explained that legislation had been approved establishing resources to assist local governments with cybersecurity by creating a funding mechanism for local projects and security training. She noted that direct grant funding may be available for eligible local governments and that those not qualifying for grants could still purchase cybersecurity services through the State contract at discounted rates.

Senator Harrell discussed several additional initiatives, which included advanced air mobility, Firefighting Forever Chemicals (PFAS), and the legislation that designated a mangrove island in Jupiter Sound as the Andrew "Red" Harris Spoil Island.

Vice-Mayor Choy thanked Senator Harrell for her efforts and expressed appreciation that Senate Bill 340 had been signed by the Governor.

Councilor Delaney also thanked Senator Harrell and commended the efforts to gradually eliminate PFAS. He added that the waterway designation was a positive accomplishment.

Councilor Sundstrom expressed appreciation to Senator Harrell and thanked her for her continued support and institutional knowledge.

Councilor Guisinger also thanked Senator Harrell for her efforts, including her support for the waterway naming efforts and local appropriations.

Mayor Kuretski expressed appreciation to Senator Harrell for her support and noted that she had sponsored all eight of the Town's legislative requests in the Senate. He stated that the Town was successful in receiving funding for the majority of its requests, with only two items being vetoed. He expressed appreciation for the close working relationship with State representatives and his desire to continue working with Senator Harrell prior to the start of the legislative session.

Mayor Kuretski highlighted the creation of the new Fire Rescue Department and stated that the Town continues to look for opportunities to save. He discussed concerns regarding unfunded mandates and noted that additional State funding may be needed, particularly if local governments face limitations on using Ad Valorem revenues. He also mentioned the importance of continued support for beach renourishment projects, hurricane-related impacts, and potential impacts associated with Amendment 3.

Senator Harrell discussed her conversation with Police Chief Hennessy regarding statewide public safety issues, including e-bike regulations, that occurred earlier in the day. She noted the need for statewide standards and emphasized that education would be a key component for e-bikes. She also discussed potential impacts of 911 consolidation on local police departments and expressed her continued interest in working with the Town.

2. Annual Overview of the Palm Beach County Commission on Ethics.

Ms. Gina Levensque, Liaison, with the Palm Beach County Commission on Ethics (Commission), provided a brief update on the Commission's role and responsibilities. She discussed how ethics applied to daily responsibilities, the process for seeking guidance when questions arise, the history of the Commission, and the availability of advisory opinions. Ms. Levensque thanked the Town for its time and continued commitment to ethical practices.

Mayor Kuretski asked if there had been any updates to the guidelines that were distributed. Ms. Levensque explained that there were updates due to recent changes in State law regarding the Commission's authority, including that the Commission no longer self-initiate complaints.

3. JPD Update.

Police Chief Hennessy thanked Senator Harrell and explained that the Jupiter Police Department's 2025 Annual Report had been released and was available online. He presented an update on crime trends and noted that crime had decreased across all categories. He explained that financial fraud has continued to increase nationwide, with JPD having investigated 196 cases in 2024 and 244 cases in 2025. He highlighted JPD's fraud awareness and prevention efforts, which included HOA and community presentations, social media outreach, and the placement of informational flyers on Bitcoin ATMs. He also reviewed fraud investigative results, including recovered funds and successful efforts that had prevented residents from becoming victims.

Police Chief Hennessy discussed e-bike crashes and enforcement, noting nine crashes had occurred through June 2026 compared to 11 in 2025, along with 31 citations and 37 warnings issued in 2026. He highlighted the Jupiter E-Bike Safe Rider Course, which was offered free of charge to the public regardless of residency and included raffle opportunities, and he encouraged parents to participate with their children. He also provided an update on staffing, noting the department was at 98% of its allotted positions, and recognized the recipients of the quarterly awards.

Police Chief Hennessy recognized the e-bike safety initiative as a full team effort and expressed appreciation to the Information System Team and Community Relations for their assistance. He also showcased the updated design of the police vehicles.

Vice-Mayor Choy noted that the media communication has been phenomenal and expressed that Town Staff were setting the benchmark.

Councilor Delaney recognized Staff for their hard work.

Councilor Sundstrom thanked the Police Chief for the e-bike training and explained she took the training and it was easy to access and available to everyone. Councilor Sundstrom asked how the Town was equipping itself as a force to deal with the evolving crime trends. Police Chief Hennessy stated that the Town has focused on improving techniques through training and collaborating with other agencies to share approaches for addressing these changes.

Councilor Guisinger was happy to hear that parents were being included in the training and suggested an edit to the certificate that he would provide later.

Mayor Kuretski thanked Police Chief Hennessy for the update and noted that financial fraud had become widespread. He shared that his daughter had been a victim of fraud and asked Staff to elaborate on the Town's jurisdiction and what actions Jupiter could take to address fraud within its jurisdiction. Police Chief Hennessy explained that JPD

accepted fraud reports from Jupiter residents and investigated each case to determine where the fraud originated and worked with other agencies as necessary. He provided a courier-related example and noted that tracking fraudulent activity could be challenging due to its complexity and involvement across multiple jurisdictions.

Mayor Kuretski discussed including a defensive driving segment in the e-bike course. Police Chief Hennessy expressed that it might also be valuable for those without e-bikes to take the training.

CITIZEN COMMENTS

Ms. Linda Smithe, resident of Via Rio, discussed beach dance parties during sea turtle nesting season and supported more access to recycling services for multifamily and commercial properties.

MINUTES

3. July 21, 2026, Town Council Meeting Minutes and July 23, 2026, Town Council Workshop Minutes.

Councilor Sundstrom moved to approve the July 21, 2026, Town Council Meeting Minutes and July 23, 2026, Town Council Workshop Minutes, as amended; seconded by Councilor Delaney; motion passed.

Kuretski
Yes

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

CONSENT AGENDA

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

Councilor Delaney moved to approve the Consent Agenda; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

PUBLIC BUSINESS

4. Approval of Work Order #4 to Timothy Rose Contracting, Inc. (EPW 2025-33B) for North Pennock and Fisherman's Landing Resurfacing in the amount of \$501,217.
5. Approval of Work Order #5 to Timothy Rose Contracting, Inc. (Contract EPW202533B) for Olympus Resurfacing Project in the amount of \$342,924.
6. Approving Work Order #12 to Arkest, LLC (Contract EPW 2025-34B) for the Fire Station 10 (Piatt) Diesel Fuel Tank Construction in the amount of \$65,414.
7. **Resolution 29-26**, Approving an Interlocal Agreement with Palm Beach County for the Toney Penna Drive-Central Boulevard Traffic Signal Project.

8. **Resolution 83-26**, Approving an Agreement with 408 Center Street for Improvements and Maintenance of Public Right of Way.
9. **Resolution 90-26**, Approving an Interlocal Agreement with the School Board of Palm Beach County for Mutual Use of Town and Jupiter Community High School's Recreational Facilities.

REPORTS

TOWN ATTORNEY

- Fire Station 16 – Mr. Baird reported that an agreement had been reached with the County on returning the station to the Town, and Mr. Reynolds, Chief Financial Officer, and the County had agreed to a cost. He provided an explanation of the upcoming process with the execution of the Escrow Agreement and ultimately the transfer of the property. Mayor Kuretski expressed appreciation to Mr. Baird and Mr. Reynolds and was grateful that the matter had been resolved.
- Amendment 3 – Mr. Baird provided an update on the latest legal challenges to the ballot language, noting that the Judge found the ballot language to be defective, and that the Attorney General had ten days to rewrite the language, which could be challenged again. Mayor Kuretski noted that despite the ballot language change, the problematic language in the legislation itself had not changed and it still could become law. He stated that Mr. Atwater had provided a response to questions posed at the previous meeting regarding the Amendment and he requested that the Town Manager's Office circulate that communication to all.

TOWN MANAGER –

- JFRD - Mr. Kitzerow reported that the Town took delivery of the new ladder truck and now has on hand all operational equipment for fire services. He noted that they were less than 60 days away from becoming operational. Mr. Kitzerow also stated that the integration between the Town's Police Department and Fire Department has been outstanding, and that as part of the JFRD training, firefighters were currently doing ride-a-longs with the police officers throughout the Town.
- National Night Out – Mr. Kitzerow announced that the National Night Out parade had been rescheduled to October 13, 2026, and that Chief Hennessy would provide additional information.
- First Day of School – Mr. Kitzerow noted that Monday, August 10, 2026, is the first day of school, and that JPD and JFRD were working together to have a safe and secure school year. He reported that JPD would have a high visibility patrol, Chief Hennessy had hosted the annual school principals' meeting, and JPD and JFRD had conducted joint active shooter training.
- Summer Camp - Mr. Kitzerow explained that for the last day of summer camp, JFRD brought over the fire hoses and hydrant for the campers, and there was great excitement by all.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
COUNCILOR GUISINGER –

- Fire Station 16 - Councilor Guisinger thanked the Town Attorney for his work on resolving the Station 16 deed matter.
- Cyber Security - Councilor Guisinger informed the Town Manager that he was going to forward questions regarding the Town's security measures for the water utility systems. Mr. Kitzerow responded that Ms. Amanda Barnes, Utilities Director, had already provided information on the security of the water systems, as she was ahead of the issue, and that he would circulate that information. He stated that the Town's water and utilities systems are safe.

Mayor Kuretski asked for confirmation but explained that the Town has always taken action to implement security measures over the years due to federally mandated regulations for cyber security for water systems.

COUNCILOR SUNDSTROM –

- JPD - Councilor Sundstrom expressed gratitude to JPD for the thorough presentation and for reestablishing the annual report.
- Fire Station 16 – Councilor Sundstrom thanked Mr. Baird for his persistence and dedication to protecting the Town's rights.
- Amendment 3 - Councilor Sundstrom reported that the State is moving forward with the rewrite and that the Judge's decision would not be appealed. She expressed that the deadline for the Supervisor of Elections to print the ballots for the overseas and military voters is quickly approaching and wondered if the deadline would be met. She noted that the Judge had challenged the Amendment title and the summary, and both of those would have to clearly explain what the amendment does.

MAYOR KURETSKI –

- Palm Beach County Transportation Plan (Plan) - Mayor Kuretski reported that he had attended the recent Issues Forum, and the topic at recent meetings had been the Plan. He stated that he had advocated on behalf of the Town and Staff, since some of the input originally provided was not included in the Plan. He was happy to share that after a conference call, Staff has now provided a list of items, and that the Plan will be revised to include all of those items. He also explained that the Plan will be presented to the County Commission in August, and that it originally was supposed to go to the Commission as a Transportation Tax to be placed on the ballot in November of 2026. The delay in completing the Plan, along with Amendment 3, has delayed the funding request until 2028. He expressed gratitude to Mr. Stickler, Planning and Zoning Department Director, and his Staff, and Mr. Dzama, Director of Engineering and Public Works, and his Staff, for all of their hard work. Mayor Kuretski stated that the County Commission would not be able to take final action without funding.
- Issues Forum and IPARC 2.0 - Mayor Kuretski discussed the future for these two groups. He stated that it was his understanding that IPARC 2.0 might be redefined, and that the Issues Forum may sunset. Mr. Kitzerow responded that there were

still too many unknowns to confirm any next steps. Mayor Kuretski commented that there had been increased collaboration between the municipalities and the County, and they would like to see that continue going forward.

COUNCILOR DELANEY –

- School Board Agreement - Councilor Delaney expressed that he was happy to see the Interlocal Agreement with the School Board for Jupiter Community High School's recreational facilities on the agenda.
- JFRD - Councilor Delaney stated that he had viewed the pictures of the new ladder truck and expressed how fantastic the graphics were on the truck.

VICE-MAYOR CHOY –

- Senator Gayle Harrell - Vice-Mayor Choy expressed appreciation for the Senator's presentation.
- Ethics Update - Vice-Mayor Choy thanked Ms. Levensque for her update and noted that it was always a good reminder.
- Fire Explorer Post #1074 - Vice-Mayor Choy explained that JFRD had created an Explorer Post, and that they had given the Post the number 1074 in honor of Mr. Kitzerow's badge number as the Town's former Chief of Police. Mr. Kitzerow expressed his appreciation for the kind gesture.
- Active Shooter Training - Vice-Mayor Choy expressed that no one ever wants that to happen, but that JFRD and JPD were ahead of the game by training together. She thanked them for their preparation.
- Charter Neighborhood Meeting - Vice-Mayor Choy reported that she attended the meeting the previous night and expressed appreciation for the meetings, the residents, and all of the Town Staff.
- Fire Station 16 - Vice-Mayor Choy thanked the Town Manager and Town Attorney for their work on the deed.

MAYOR KURETSKI –

- Fire Explorer Post #1074 - Mayor Kuretski thanked Vice-Mayor Choy for bringing the topic up, and he thanked the Fire Department for recognizing Mr. Kitzerow, noting that the Town would not have a Fire Department and would not be saving \$10 million in Ad Valorem, without Mr. Kitzerow's leadership.

ADJOURNMENT – 8:30 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Bear's Club Planned Unit Development and Site Plan Amendments



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Bear's Club</u> – <i>(Quasi-Judicial)</i> A. <u>Ordinance 34-26, Second Reading</u> , Planned Unit Development amendment application authorizing the conversion of a portion of Common Area Tract "B", to facilitate the widening of a portion of Bears Club Dr., to create a Maintenance Area site (Phase 1C), and waivers to the front and side corner setbacks. B. <u>Resolution 71-26</u> , Site Plan application authorizing the construction of a maintenance facility building, redesign of the Frederick Small Road secondary entrance, and addition of a manned guardhouse.

EXECUTIVE SUMMARY

Approval is requested of Ordinance 34-26 to amend the approved Bear's Club planned unit development (PUD) to modify the master plan to widen Bears Club Dr, the secondary entrance area off Frederick Small Road, and to create a Property Owner Association (POA) Maintenance Area site; and to grant waivers to the front and side corner building setbacks.

Approval is also requested of Resolution 71-26 for a site plan application to construct a POA maintenance facility building on a 0.6 +/- acre site, redesign the Frederick Small Road secondary entrance, and to add a manned guardhouse.

The Town Attorney has reviewed the ordinance and resolution and finds them to be in acceptable form.

ANALYSIS

With this application, the applicant is proposing to amend the existing Bear's Club PUD to convert a portion of Common Area Tract "B" to create a new Phase 1C for a POA maintenance facility building. Phase 1C is proposed to include a portion of the existing 25' landscape buffer along Frederick Small Road. The applicant is requesting waivers to reduce the front and side corner building setbacks from 25 feet to 10 feet, subject to the Town Council's determination that the project provides adequate public benefit to justify the requested waivers. As public benefit, the applicant proposes to modify the entrance from Frederick Small Road to include a right turn lane and a crosswalk.

The applicant has also proposed a site plan application for a POA maintenance facility building, redesign and expansion of the Frederick Small Road secondary entrance, and the addition of a manned guardhouse.

TOWN COUNCIL ACTION (FIRST READING):

At their July 21, 2026 meeting, the Town Council voted to approve (by 5-0 vote), on the consent agenda, the first reading of Ordinance 34-26.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their June 9, 2026 meeting, the Planning and Zoning Commission voted to recommend approval (by 7-0 vote) of the above mentioned application subject to all conditions of approval.

The applicant does not have any issues with Ordinance 34-26 and Resolution 71-26.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 34-26
2. Resolution 71-26
3. Staff Report and Attachments
4. Applicant Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Jenna Johnston at jennaj@jupiter.fl.us or (561)741-2589.

ORDINANCE NO. 34-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN AMENDMENT TO THE BEAR'S CLUB PLANNED UNIT DEVELOPMENT AUTHORIZING THE CONVERSION OF A PORTION OF COMMON AREA TRACT B, TO FACILITATE THE WIDENING OF BEARS CLUB DRIVE, AND THE DEVELOPMENT OF A MAINTENANCE AREA; PROVIDING FOR WAIVERS REGARDING SETBACKS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bear's Club Property Owners Association, Inc. (the POA) is the successor to the developer of the Bear's Club Planned Unit Development (Bear's Club PUD), which consists of approximately 400.9± acres; and

WHEREAS, Lucido and Associates, is the authorized agent (the Applicant) for the POA; and

WHEREAS, the Applicant has submitted an application to amend the Bear's Club PUD and to request waivers to reduce the front and side corner building setbacks to allow for an expansion of the maintenance area (the Application); and

WHEREAS, the legal description of the Bear's Club PUD is contained in Exhibit "A", which is attached hereto and incorporated herein (the Subject Property); and

WHEREAS, the Subject Property is generally located south of Frederick

Small Road to the east of the Bear's Club PUD's secondary entrance; and,

WHEREAS, the Town's Planning and Zoning Commission has considered the Application and has made its recommendations to the Town Council; and,

WHEREAS, the Town Council conducted a public hearing wherein it considered the evidence and testimony presented by the Planning and Zoning Department staff, the Applicant, and other interested parties and members of the public, regarding whether the Application is consistent with the Town's Comprehensive Plan and meets its Land Development Regulations; and,

WHEREAS, the Town Council has determined that the POA is providing substantial public benefits as required by Section 27-1555(b) of the Town's Zoning Code in exchange for the requested waivers; and

WHEREAS, the Town Council has determined that certain conditions, as set forth herein, are necessary to render the Application consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

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

Section 2. The Town Council hereby approves an amendment to the Bear's Club PUD as set forth below:

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

- 1 a) Statement of Use, prepared by Lucido & Associates, dated 05/28/26,
2 received by the Department of Planning and Zoning on 05/28/26.
- 3 b) The Bears Club PUD Master Plan, prepared by Lucido & Associates,
4 referenced as "Sheet 1 of 5" thru "Sheet 5 of 5," dated 05/22/26,
5 received by the Department of Planning and Zoning on 05/22/26.
- 6 2) The uses conducted on the subject property shall be consistent with the
7 Statement of Use, dated 05/28/26, received by the Department of Planning
8 and Zoning on 05/28/26.
- 9 3) Any revisions to the master plan, Statement of Use, or other details
10 submitted as part of this application, including but not limited to the location
11 of the proposed improvements or uses, or changes to how the uses operate,
12 shall be submitted to the Department of Planning and Zoning and shall be
13 subject to its review and approval.
- 14 4) **Comprehensive Plan Consistency.** Prior to the issuance of development
15 permits, the Owner shall provide the Department with owner authorizations
16 from any of the entities having jurisdiction for any aspect of the PUD, its golf
17 course, and preserve areas that may be necessary to process amendments
18 to the Future Land Use and Zoning Maps, changing the land use and zoning
19 designations of the golf course parcels to "Recreation" and the preserve
20 area parcels to "Conservation" and "Conservation Preservation."

1 5) **PUD Waivers.**

2 a) A reduction of the 25-foot front building setback is hereby approved,
3 reducing the setback to 10 feet for the Maintenance Facility lot in
4 Phase 1C.

5 b) A reduction of the 25-foot side corner building setback on Bears Club
6 Drive is hereby approved, reducing the setback to 10 feet for the
7 Maintenance Facility lot in Phase 1C.

8 6) **PUD Public Benefits.** Prior to the issuance of any development permit, the
9 Owner shall obtain and provide verification of all Palm Beach County
10 approvals necessary to modify Frederick Small Road.

11 7) The conditions of approval herein shall apply to the Owner, Applicant, and
12 their successors and assigns.

13 **Section 3.** This ordinance shall take effect immediately upon its execution.

14 Exhibit "A" - Legal Description

15
16 #7970802 v1 26503-00001

EXHIBIT A

BEAR'S CLUB PLANNED UNIT DEVELOPMENT DESCRIPTION

ALL OF THE PLAT OF THE BEAR'S CLUB, A P.U.D., AS RECORDED IN PLAT BOOK 86, PAGES 122 THROUGH 128, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF THE PLAT OF THE BEAR'S CLUB ADDITION, A P.U.D., AS RECORDED IN PLAT BOOK 107, PAGES 47 THROUGH 52, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

RESOLUTION NO. 71-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SITE PLAN PERTAINING TO THE BEAR'S CLUB PLANNED UNIT DEVELOPMENT TO AUTHORIZE THE CONSTRUCTION OF A MAINTENANCE FACILITY BUILDING, A REDESIGN OF THE FREDERICK SMALL ROAD SECONDARY ENTRANCE, AND ADDING A MANNED GUARDHOUSE; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bear's Club Property Owner's Association, Inc. is the owner ("the Owner") of portions of property that total approximately 0.8± acres within the Bear's Club Planned Unit Development, the legal description of which is attached hereto and incorporated herein as Exhibit A (the subject property); and,

WHEREAS, Lucido & Associates, acting as the authorized agent (the Applicant) for the Owner submitted an application to construct a maintenance facility building, redesign the Frederick Small Road secondary entrance, and add a manned guardhouse; and,

WHEREAS, the Town of Jupiter (Town) Planning and Zoning Commission has reviewed the Application, conducted a public hearing to consider it; and has presented its recommendations to the Town Council; and,

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

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

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

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

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

51 **Section 2.** The Town Council hereby approves a site plan authorizing the
52 construction of a maintenance facility building, the redesign of the Frederick Small Road
53 secondary entrance, and adding a manned guardhouse.

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

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

58 a) Statement of Use, prepared by Lucido & Associates, dated 05/28/26,
59 received by the Department of Planning and Zoning on 05/28/26.

- 60 b) Site Plan, prepared by Lucido & Associates, referenced as "Sheet 1 of 1,"
61 dated 05/28/26, received by the Department of Planning and Zoning on
62 05/28/26.
- 63 c) Landscape Plans, prepared by Lucido & Associates, referenced as "LA-1"
64 thru "LA-8," dated 05/28/26, received by the Department of Planning and
65 Zoning on 05/28/26.
- 66 d) Architectural Elevations, prepared by Dailey Janssen Architecture,
67 referenced as "A-2.01" thru "A-2.03," dated 05/21/26, received by the
68 Department of Planning and Zoning on 05/22/26.
- 69 e) Architectural Plans, prepared by Dailey Janssen Architecture, referenced
70 as "A-1.01" thru "A-1.02," dated 08/26/25, received by the Department of
71 Planning and Zoning on 02/03/26.
- 72 f) Traffic Generation Statement, prepared by Simmons & White, dated
73 04/24/26, received by the Department of Planning and Zoning on
74 04/28/26.
- 75 2) The uses conducted on the subject property shall be consistent with the
76 Statement of Use, dated 05/28/26. Any revisions to the site plan, Statement of
77 Use, or other details submitted as part of the Application, including but not limited
78 to the location of the proposed improvements or additional, revised, or deleted
79 colors, materials, or structures, or changes to how the use operates, shall be
80 submitted to the Department of Planning and Zoning (the Department) and shall
81 be subject to its review and approval.
- 82 3) **Site Plan.** Upon submission of final plans and prior to the issuance of
83 development permits, the Owner shall,

- 84 a) Obtain an approval from the Northern Palm Beach County Improvement
85 District authorizing the modification of Bears Club Drive.
- 86 b) Either remove the unpermitted cameras from the right-of-way or provide
87 the Town a copy of the Palm Beach County permit approving cameras
88 located within the right-of-way.
- 89 c) Modify the roadway design to minimize impact on the two oak trees that
90 are greater than 28" DBH. The modification shall be subject to the
91 Department's review and approval.
- 92 d) Modify the site plan to change the label from "rear lot line" to "side corner
93 lot line" along Bears Club Drive and from "side lot line" to "side corner lot
94 line" along Frederick Small Road.
- 95 4) **Landscaping.** Upon the submission of the final plans and prior to the issuance of
96 development permits, the Owner shall modify the landscape plan by removing
97 the reference to the proposed mitigation credits associated with the two oak trees
98 that are greater than 28" DHB.
- 99 5) **Engineering.** Following the approval of the site plan and concurrent with the
100 Owner's submission of an application for an Engineering Permit, the Owner shall
101 submit an application for a land subdivision replat (the replat) of the subject
102 property. In addition to establishing the right of way tracts, the replat shall
103 establish or redefine and dedicate limited access easements, landscape buffer
104 easements, utility easements and any other required easements necessary for
105 the redevelopment or development of the subject property.
- 106 6) **Architecture.** Prior to the issuance of development permits, the Owner shall
107 submit to the Department for its review and approval,

- 108 a) Color samples and a material board showing the materials, which shall be
109 consistent and compatible with the existing architecture of the
110 guardhouse and clubhouse within the development.
- 111 b) Details of the proposed walls, fences, and gates consistent with those
112 existing common area features within the development.
- 113 7) The conditions of approval herein shall apply to the Owner, Applicant, and their
114 successors and assigns.

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

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

120

121 Attachments: Exhibit "A" – Legal Description

122 #7970856 v1 26503-00001

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF COMMON AREA TRACT "B", BEAR'S CLUB REPLAT, A P.U.D., AS RECORDED IN PLAT BOOK 106, PAGES 33 THROUGH 53, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID COMMON AREA TRACT "B"; THENCE ALONG THE NORTH LINE OF SAID TRACT "B", SOUTH 88°59'18" EAST, A DISTANCE OF 337.94 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°00'42" WEST, A DISTANCE OF 25.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID COMMON AREA TRACT "B", SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 245.00 FEET AND A CHORD BEARING OF SOUTH 67°10'54" WEST; THENCE ALONG SAID SOUTHERLY LINE OF TRACT "B" AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°39'37". A DISTANCE OF 203.80 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE OF TRACT "B" AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°42'21" A DISTANCE OF 138.60 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°11'51", A DISTANCE OF 7.67 FEET TO A POINT ON THE WESTERLY LINE OF SAID COMMON AREA TRACT "B" AND TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID WESTERLY LINE OF TRACT "B" AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°48'48", A DISTANCE OF 33.95 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY LINE OF TRACT "B", NORTH 21°19'37" WEST, A DISTANCE OF 20.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°20'19", A DISTANCE OF 97.47 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°00'42" EAST, A DISTANCE OF 15.38 FEET; THENCE NORTH 46°00'42" EAST, A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.807 ACRES OR 35.134 SQUARE FEET MORE OR LESS.

**Bear's Club PUD and Site Plan
TOWN MANAGER'S OFFICE**



DATE: August 18, 2026

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning

SUBJECT: **Bear's Club** – (*Quasi-Judicial*)

A. Planned Unit Development (PUD) amendment to modify the PUD master plan located within a 400.9 +/- acre property known as the Bears Club PUD to convert 0.8 +/- acres of Common Area Tract "B" to widen Bears Club Dr (secondary entrance off Frederick Small Road) and to create a 0.6 +/- POA Maintenance Area site (Phase 1C) and waivers to the front and side corner setbacks.

B. Site plan application to construct a POA maintenance facility building on a 0.6 +/- acre site, redesign the Frederick Small Road secondary entrance, and add a manned guardhouse.

Ordinance #34-26
& Resolution #71-26
PZ 26-6722 & 6723
J. Johnston

P&Z Commission: 06/09/2026
Town Council: 07/21/2026 – 1st Reading
08/18/2026 – 2nd Reading

Project name:
Property Owner:

Bear's Club

- Bear's Club Property Owner's Association, Inc. (Common area landscaping, POA office building)
- Northern Palm Beach County Improvement District (Bears Club Drive and Upland/Wetland Preserves)
- Bears Club Founding Partners LTD (Golf Course, Clubhouse, Golf Course Maintenance Building and Wetland Preserve)

Applicant:

• Multiple residential lot and unit owners
Bear's Club Property Owner's Association, Inc.

Agent:

Lucido & Associates

Location:

PUD located north of Donald Ross Road, south of Frederick Small Road and west of Palmwood Road.

- Property proposed for development is located south of Frederick Small Road to the east of the development's secondary entrance. (Attachment A – Location Map)

Acreage:

400.9 +/- acres (PUD total)
0.6 +/- acres (Phase 1C total)

Existing uses on Phase 1C:

Common area landscaping

Proposed uses on Phase 1C:	POA maintenance facility building
Future land use designation:	Low Density Residential
Present zoning:	R1 Residential, Single-Family
Request:	To amend a PUD and modify the master plan to create a POA Maintenance Area site (Phase 1C) and request waivers from the setback regulations; and a site plan to construct a POA maintenance facility building, redesign the Frederick Small Road secondary entrance, and add a manned guardhouse. (Attachment B)

Applicant Issues

The applicant does not have any issues.

Town Council Action (First Reading)

At their July 21, 2026, meeting, the Town Council voted to **approve** (by 5-0 vote), on the consent agenda, the PUD amendment application on first reading subject to all conditions of approval.

Planning and Zoning Commission Recommendation

At their June 9, 2026, meeting, the Planning and Zoning Commission voted to recommend **approval** (by 7-0 vote) of the above-mentioned application subject to all conditions of approval.

Staff Compliance Review

The requested amendment to the PUD and site plan applications will be consistent with the Town Code subject to the **approval** of the conditions in ***Ordinance #34-26 (PUD) and Resolution #71-26 (Site Plan); and contingent on Town Council approval of the proposed public benefit and waivers requested by the applicant, and satisfaction of the conditions in Ordinance #34-26 and Resolution #71-26.***

Project data.

Please find listed below pertinent site plan data and information in reference to the application. The information is as follows:

Table 1: Adjacent Properties to the proposed Phase 1C

Direction	Existing Land Uses	Future Land Use/Zoning Districts
North	Single family residential (Admirals Cove)	Low Density Residential / Residential, Single-Family (R-1)
South	Preserve and single family residential (Bears Club)	Low Density Residential / Residential, Single-Family (R-1)
East	Open Space Tract (Bears Club)	Low Density Residential / Residential, Single-Family (R-1)
West	Golf Course Maintenance Facility (Bears Club)	Low Density Residential / Residential, Single-Family (R-1)

Table 2: Site plan information

	<i>R1 (Residential, Single-Family) zoning district requirements</i>	<i>Applicant's proposal</i>
Minimum lot area	10,000 sf	28,041 sf
Minimum lot width	75 feet	79 feet
Minimum lot depth	100 feet	321 feet
Maximum building height	35 feet	13.25 feet
Maximum lot coverage	35%	12.2%

Table 3: Building Setbacks ¹

	<i>R1 (Residential, Single-Family) zoning district requirements</i>	<i>Applicant's proposal</i>
Front (West)	25 feet	POA Building – 30.2 feet Generator - 10 feet (waiver requested ²)
Side Corner (South)	25 feet	POA Building – 10 feet (waiver requested) Generator – 22.5 feet (waiver requested)
Side Corner (North)	25 feet	POA Building – 74.5 feet
Rear (East)	15 feet	POA Building – 195.8 feet

Table 4: Landscaping

<i>Landscaping</i>	<i>Minimum requirements</i>	<i>Applicant's proposal</i>
Native plant material	50%	100%
Perimeter trees (quantity)	34	37
Foundation Perimeter Planting (linear feet)	88.2 linear feet	99.9 linear feet
Foundation Planting (square feet)	826.9 square feet	847 square feet

Table 5: Stormwater Management

<i>Drainage Statement</i>	<i>Applicant's proposal</i>
Satisfies Town of Jupiter Requirements	Yes

Table 6: Traffic (see Attachment C)

<i>Traffic Performance Standards (TPS)</i>	<i>Applicant's proposal</i>
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Not required ³

¹ Setbacks to the guardhouse not applicable due to its location within the right-of-way, which is permitted pursuant to Section 25-199.

² Pursuant to Section 27-2307(c)(3), generator is required to meet the established setbacks for the primary building. Waiver request for building setback is 10'.

³ As the maintenance building is accessory to the existing use, it will not generate additional traffic and PBC TPS approval is not required per the Town's Traffic Engineer.

Table 7: Parking

<i>Parking space requirements*</i>	<i>Minimum requirements</i>	<i>Applicant's proposal</i>
2,793 sf (POA Maintenance Building) (1/500)	6 parking spaces	6 parking spaces
271 sf (Guardhouse)	1 parking space	1 parking space
Total parking	7 parking spaces	7 parking spaces
Handicapped parking spaces	1 parking space	1 parking space

History and Background.

Table 8: History of approval

<i>Date of approval</i>	<i>Ordinances and Resolutions</i>	<i>Approvals</i>
August 18, 1998	Ordinance # 12-98 Resolution #16-98	Approval of the Bears Club PUD including 113 dwelling units (73 Single family, 20 clubhouse attached residential units and 20 guest cottages).
July 6, 1999	Ordinance # 9-99 Resolution # 25-99	Approval of a clubhouse, golf shop/cart barn, maintenance building and 19 clubhouse and cottage units. The total number of units were reduced from 113 to 100 (61 single family homes, 19 clubhouse units and 20 Phase III cottage units).
June 20, 2000	Ordinance # 3-00 Resolution # 22-00	The incorporation of a parcel of land along Palmwood Road into the Bear's Club PUD and reconfiguration of the parcel into an additional single family lot (100 unit to 101 units).
March 20, 2001	Resolution # 18-01	NOPC to the Frenchman's Creek DRI to allow a total of 275 units in the DRI. 139 units were allocated to Trump National Golf Club and 136 to the Bear's Club.
September 17, 2002	Ordinance # 66-02 Resolution #105-02	Increase the site area by 31.2 acres (369.7 acres to 400.9 acres) and add 13 single family dwelling units and a nine-hole par 3 golf course. Eliminated two single family lots and three units at the Phase III cottages (106 units to 114 units).
February 6, 2018	Ordinance # 33-17 Resolution # 65-17	Construct a Property Owners' Association building with a request for a permanent real estate sales facility and two waiver requests to allow a reduction in parking and to reduce front setback from 25 feet to 10 feet.
June 20, 2023	Ordinance # 2-22 Resolution # 5-22 Resolution # 7-22	Amend the Clubhouse and Cottage site (Phase 1B) to construct a Fitness Center building and three residential duplex buildings with a total of six dwelling units.

The subject property is located within a portion of an existing Landscape Buffer Easement within Common Area Tract "B", which was dedicated to the Bear's Club Property Owner's Association (POA) and modifies Roadway Tract "A-2" (Bears Club Drive) which was dedicated to the Northern Palm Beach County Improvement District (NPBCID). With this application, the applicant is proposing to amend the existing Bear's Club PUD to convert a portion of Common Area Tract "B", creating Phase 1C for a POA maintenance facility building. Phase 1C is proposed to include a portion of the existing 25' landscape buffer along Frederick Small Road. The applicant is also proposing to redesign and expand the Frederick Small Road secondary entrance, expanding a portion of Bears Club Drive from a two-lane road with unmanned electronic security gates to a four-lane road with a manned guardhouse. A re-plat to create

Phase 1C and expand a portion of Roadway Tract "A-2" will be submitted following review and approval of these applications.

Analysis.

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

Comprehensive Plan Consistency. The proposed development will be consistent with the Comprehensive Plan with the proposed condition. The Low Density Residential future land use designation permits other uses that are compatible with residential uses. The POA maintenance facility building is accessory to the residential PUD and is therefore considered a compatible use.

The golf course property (owned by the Bear's Club Founding Partners LTD) and the preservation properties (owned by NPBCID) within the Bear's Club PUD are assigned with a Low Density Residential future land use designation. Policy 1.3.16 and 1.3.18 of the Future Land Use Element of the Comprehensive Plan adopted in 2023 require that conservation, preservation and recreation areas or easements of 10 acres or greater required pursuant to a development order to be identified and designated with an appropriate corresponding Future Land Use designation and a consistent Zoning designation. The Town received letters of no objection from both the POA and Bear's Club Founding Partners LTD to process the Future Land Use and Zoning Map amendments for the PUD. The applicant is working on getting these letters of no objection revised to provide authorization to allow the Town to submit the land use and rezoning applications. In addition, the applicant is coordinating with Northern Palm Beach County Improvement District to get a letter of authorization for the preserve areas. The land use and rezoning applications will be processed separately by the Town. To ensure consistency with Future Land Use Element Policies 1.3.16 and 1.3.18, staff had included a condition of approval that prior to the issuance of development permits, the **Owner shall provide the Department with owner authorizations from any of the entities having jurisdiction for any aspect of the PUD, its golf course, and preserve areas that may be necessary to process amendments to the Future Land Use and Zoning Maps, changing the land use and zoning designations of the golf course parcels to "Recreation" and the preserve area parcels to "Conservation" and "Conservation Preservation"**.

Planned Unit Development (PUD). The applicant's request is to amend the Bear's Club PUD and master plan to convert 0.8 +/- acres of Common Area Tract "B" to add 0.2 +/- acres to Bears Club Dr right-of-way to widen the secondary entrance off Frederick Small Road to include a 271 sf manned guardhouse and create a 0.6 +/- acre Phase 1C site for the construction of a 2,793 sf POA maintenance facility building. The proposed building and generator require waivers to reduce the front yard and side corner building setback.

PUD Waivers. Town Council may approve waivers within a PUD, pursuant to Section 27-1555(a)(2) and (b) and 1641. The Owner is requesting additional waivers from the code (See Attachment B), as follows:

- **Building Front Setback Waiver request:** Section 27-1324 to reduce the front building setback of 25 feet to 10 feet for the generator. Pursuant to Section 27-2307(c)(3), the generator is required to meet the established setbacks for the primary building.

- **Building Side Corner Setback Waiver request:** Section 27-1324 to reduce the side corner building setback (along Bears Club Drive) of 25 feet to 10 feet for the POA maintenance facility building and generator.

Staff comment: Section 27-1641 defines regulations that may be waived by Town Council through the PUD process, which includes the ability to reduce setbacks. The requested waivers are consistent with the intent of the large-scale PUD (Section 27-1555), which is to provide design freedom by permitting an opportunity to more fully utilize the physical characteristics of the site through the reduction or waiver of certain development regulations and the planned mixing of use. The reduced setbacks are proposed along Bears Club Drive (east and south), which is interior to the PUD. The location of the proposed maintenance building within the southwest corner of the parcel exceeds the required R-1 setbacks along Frederick Small Road.

Public Benefit. The proposed planned unit development waiver meets the requirements of Section 27-1555, entitled "Intent", subject to the Town Council's determination that the project provides adequate public benefit to justify the requested waivers.

- Pursuant to Section 27-1555, entitled "Intent", a large-scale PUD, by definition may depart from the strict application of use and property development regulations in which the planned unit development is proposed to be located. Additionally, the section states that, "It is intended that a Large-Scale Planned Unit Development District (PUD) provide substantial public benefit".
- **Applicant's public benefit:** The applicant proposes to modify the entrance from Frederick Small Road to include a right turn lane and a crosswalk. Per their statement of use, the proposed alleviates traffic congestion, improves pedestrian safety, and reduces vehicular conflict at this entrance.

Palm Beach County Authorization

As the applicant proposes to modify Frederick Small Road, which is a Palm Beach County road, staff has included a condition that prior to the issuance of any development permit, **the Owner shall obtain and provide verification of all Palm Beach County approvals necessary to modify Frederick Small Road.**

Site Plan. The proposed development will meet the requirements of Chapter 27 of the Town Code contingent upon Town Council approval of the requested waivers and included conditions as further analyzed below.

- **Northern Palm Beach County Improvement District (NPBCID) Authorization:** NPBCID controls Roadway Tract "A2" (Bears Club Drive) where the applicant proposes to increase the number of lanes and add a manned guardhouse. Therefore, staff has included a condition that, prior to the issuance of development permits, **the Owner shall obtain an approval from the Northern Palm Beach County Improvement District authorizing the modification of Bears Club Drive.**
- **Security Cameras:** cameras have been placed in the public right-of-way, which requires a Palm Beach County permit that has not been secured by the Applicant. Therefore, staff has included conditions that prior to the issuance of any development permits, **the Owner shall either remove the unpermitted cameras from the right-of-way or provide the Town a copy of Palm Beach County permit approval of cameras located within the right-of-way.**
- **Oak Tree Protection:** The proposed project site includes two oak trees with a Diameter at Breast Height (DBH) greater than 28". Pursuant to Section 26-121(4), entitled

"Supplemental Tree Protection," removal of oak trees with a DBH greater than 28" requires approval by the Town Council. During the review process, these two oak trees were proposed to be removed, due to their location adjacent to the modified entrance. Following staff correspondence regarding public hearing review requirements needed to remove the two oaks, the Applicant has modified the landscape plan to keep the oak trees and has noted these trees will receive tree protection barricades; however, they also requested approval of mitigation credits to proactively ensure credit compliance if there is an issue with survivability during the construction process.

Staff discussed with the applicant potential modifications to the site plan can be made to ensure the oak trees are better protected from the impacts of construction rather than planning for potential mitigation needs in case something happens to the trees during construction. To ensure viability of the two trees during the construction process, staff has included the following condition of approval that upon submission of final plans and prior to the issuance of development permits, **the Owner shall modify the roadway design to minimize impact on the two oak trees that are greater than 28" DBH. The modification shall be subject to the Department's review and approval.**

As the removal of the two oak trees is no longer being proposed, the mitigation credits are not a requirement; thus, staff has included a condition of approval that upon submission of final plans and prior to the issuance of development permits, **the Owner shall modify the landscape plan by removing the reference to the proposed mitigation credits associated with the two oak trees that are greater than 28" DBH.**

- Setback: The Site Plan improperly labels the side corner property line along the southern stretch of Bears Club Drive as the rear property line, and the side corner property line along Frederick Small Road as the side property line. To correct this discrepancy, staff has included a condition of approval that upon submission of final plans and prior to the issuance of development permits, **the Owner shall modify the site plan to change the label from "rear lot line" to "side corner lot line" along Bears Club Drive and from "side lot line" to "side corner lot line" along Frederick Small Road.**

Engineering. The development site is a common area tract as platted in 2005. The applicant will need to replat to match what is proposed on the site plan. Therefore, staff has included a condition that, following the approval of the site plan and concurrent with the Owner's submission of an application for an Engineering Permit, **the Owner shall submit an application for a land subdivision replat (the replat) of the subject property. In addition to establishing the right of way tracts, the replat shall establish or redefine and dedicate limited access easements, landscape buffer easements, utility easements and any other required easements necessary for the redevelopment or development of the subject property.**

Landscaping. The proposed development meets the requirements of Chapter 23, entitled, "Landscaping".

Architecture. The proposed development meets the requirements of Chapter 27, Article XI, Division 5, entitled, "Architectural and Community Appearance Standards". The proposed buildings have a residential scale and are designed in the Tuscan architectural style similar to the adjacent maintenance facility and primary entrance gatehouse in the development. The applicant has committed to providing a color samples and materials board prior commencing work as well as details of the proposed walls, fences, and gates; therefore, staff has included a

condition that, prior to the issuance of development permits, **the Owner shall submit to the Department for its review and approval,**

- **Color samples and a material board showing the materials, which shall be consistent and compatible with the existing architecture of the guardhouse and clubhouse within the development.**
- **A detail of proposed walls, fences, and gates consistent with those existing common area features within the development.**

Traffic. The proposed application meets the requirements of the Town's traffic performance standards (TPS). As the POA maintenance facility building is accessory to the residential PUD, it is not considered to generate any additional vehicle trips and does not require Palm Beach County TPS approval, per the Town's Traffic Engineer (See Attachment C – Traffic Study).

Utilities. The proposed development will meet the requirements of Chapter 20 of the Town Code. Prior to scheduling for review by Town Council, the applicant is required to pay additional capacity reservation fees.

Site plan criteria.

Section 27-175, contains minimum criteria for review of all development application processed. Upon review of the 12 criteria in Section 27-175, staff finds that the applicant has satisfied 9 of the 12 criteria. The criteria not satisfied are:

- 1) The proposed development is consistent with the goals, objectives and policies of the Town Comprehensive Plan.
- 2) The proposed development is consistent with any applicable, countywide land development regulations.
- 3) The proposed development is consistent with all applicable land development regulations and other portions of this Code.

Staff comment: Waivers have been requested related to setbacks for consistency with the code, and conditions have been recommended related to comprehensive plan consistency, the site plan, PBC right-of-way improvements, engineering, and architecture.

Attachments.

Attachment A – Location Map
Attachment B – Statement of Use
Attachment C – Traffic Study

(Contact Jenna Johnston at 561-741-2589 or email jennaj@jupiter.fl.us for a copy of this attachment)

File Path.

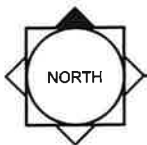
<https://jupitergov.sharepoint.com/sites/pzdept/Shared Documents/Signature/PZC/2026/06.09/Bears Club POA Maintenance Facility Building/Bears Club Staff Report draft.docx>
August 5, 2026



lucido & associates

701 E Ocean Blvd., Suite 1, Florida 34994

(772) 223-2100, Fax (772) 223-0220



The Bear's Club PUD

Town of Jupiter, Palm Beach County, Florida
Location Map



Statement of Use

The Bear's Club PUD Amendment to Expand the Frederick Small Entrance And Create New Phase 1C for the POA Maintenance Facility Site Plan May 28, 2026

Existing Conditions

The Bear's Club PUD was originally approved by the Town of Jupiter Town Council in 1998. Ordinance #12-98 authorized the construction of the 113-unit golf course community on approximately 369 acres located north of Donald Ross, south of Frederick Small Road and west of Palmwood Road. Primary access was approved on Donald Ross with a secondary resident entrance and service entrance on Frederick Small Road.

Final construction plan approval of Phase 1A and 1B, which included the golf course, golf maintenance facility, perimeter buffers and both project entrances, was authorized in 1999, and construction of these elements were completed during the early 2000's.

The Frederick Small entrance provides direct access to the golf course maintenance facility and secondary access for residents and commercial vehicles that provide various services to the homeowners and Property Owners' Association (POA). It was originally designed and constructed as a two-lane road connection between Frederick Small Road and Bear's Club Drive with unmanned electronic security gates.

Proposed PUD Amendment

Over the past 20 years, the traffic on Frederick Small Road, external to the project, and the traffic from Bear's Club Drive, internal to the project, has increased substantially. As the number of homes in the Bear's Club has increased, so has the need for landscape and other home services. In addition to these home and lot services, the Bear's Club Property Owners' Association (POA) maintains common area landscaping throughout the site including the perimeter buffers along Frederick Small and Donald Ross Road. The increased activity at this entrance and the increased traffic on Frederick Small Road creates a potential hazardous condition calling for the need to re-evaluate this project entrance based on current traffic and operating conditions.

The intent of the PUD Amendment is to control traffic flow, enhance public safety and address the current operational needs of the Bear's Club residents and Property Owners' Association (POA).

With this understanding, the Bear's Club POA is proposing to amend the master site plan to...

- Redesign and expand the Frederick Small Road secondary entrance from 2 lanes to 4 lanes with heavily landscape medians and safe pedestrian crossings along Frederick Small Road;
- Modify the existing manned guardhouse to monitor and control traffic entering and exiting the project; and

- Convert approximately 0.64 acres of POA common area from open space to a POA maintenance facility site (newly created Phase 1C) and obtain site plan approval to construct an approximately 2,793 sf maintenance building, 627 sf of covered storage, delivery and loading areas, dumpsters/storage bins, and 7 parking spaces for employees.

Phase 1C – POA Maintenance Facility Site Plan

The proposed 2,793 square feet (sf) POA maintenance building is proposed on an approximately 0.64-acre parcel owned by the Bear's Club Property Owners' Association. The addition of POA maintenance building site will centralize these activities and capture some of the on-going maintenance traffic associated with maintaining the common areas.

The existing R-1 single-family zoning district requires the following standard requirements:

	Required	Proposed
Min. lot area	10,000 sf	28,041 sf (0.64-ac)
Min. lot width:	75 feet	79 feet
Min. lot depth:	100 feet	321 feet
Max. Height:	35 feet	17 feet
Max lot coverage:	35%	12.2%
<u>Building Setbacks</u>		
Front (along BCD entrance)	25 feet	30 feet (building)
Front (along BCD entrance)	25 feet	10 feet (generator)
Side/corner (Bear's Club Drive)	25 feet	12 feet (building)
Side/corner (Bear's Club Drive)	25 feet	22 feet (generator)
Side/corner (Bear's Club Drive)	25 feet	10 feet (covered storage)
Side (Frederick Small Road)	10 feet	74 feet (building)
Rear	15 feet	229 feet (building)
Rear	15 feet	195 feet (covered storage)

Parking Requirements Per Section 27-2828 – Table 1

A specific parking rate for a private maintenance building is not listed in Table 1. The 7 parking spaces proposed is equivalent to 1 space 500 square feet (sf) for the building area and 1 space for the manned guardhouse. The parking rate is based on the anticipated employees that will be using the building and the guardhouse and is consistent with the parking rates required for industrial use (1 space per 500 sf). Additional employee parking is available at the existing golf course maintenance area (Phase 1B) located across the entrance drive.

Replat – ROW Dedication

To create the expanded entrance and maintenance area parcel, a replat is needed to convert a portion of POA common area to the maintenance area parcel and to dedicate additional private right-of-way to the Northern Palm Beach Improvement District for the expansion of the entrance road.

Waiver Request

To support the construction of the maintenance area improvements, the following waivers from the standard R-1 zoning district are requested:

Front (along BCD entrance)	25 feet	10 feet (generator)
Side/corner (Bear's Club Drive)	25 feet	12 feet (building)
Side/corner (Bear's Club Drive)	25 feet	22 feet (generator)
Side/corner (Bear's Club Drive)	25 feet	10 feet (covered storage)

Public Benefits: The standard R-1 zoning criteria are intended for standard single family lot development and the requested reductions in setbacks are minimal and have no impact on the general public. The “improvements” to the “common area” in Phase 1C and the redesign of the entrance road are proposed by the Property Owners’ Association (POA) to alleviate traffic congestion, improve pedestrian safety and reduce vehicular conflicts at this entrance. The improvements centralize POA operations and are a significant benefit to the residents and the public that uses Frederick Small Road.

The improvements are very costly to the POA and unlike developer-funded improvements, the waivers are not intended to help sell lots, increase property value, or otherwise provide a corresponding or tangible “developer-type” benefit to the POA. Therefore no public benefits should be applicable.



THE BEAR'S CLUB ENTRANCE AND MAINTENANCE FACILITY

Jupiter, FL

TRAFFIC GENERATION STATEMENT

PREPARED FOR:

**The Bear's Club POA
103 Bear's Club Drive
Jupiter, Florida 33477**

JOB NO. 25-066

DATE: 04/24/2026

Bryan G. Kelley, Professional Engineer, State of Florida, License No. 74006

This item has been digitally signed and sealed by Bryan G. Kelley on the date indicated here.

Signature must be verified on any electronic copies.

TABLE OF CONTENTS

PAGE 3

- 1.0 SITE DATA
- 2.0 TRAFFIC GENERATION

PAGE 4

- 3.0 SITE RELATED IMPROVEMENTS
- 4.0 CONCLUSION

1.0 SITE DATA

The Bear's Club PUD is located in the southeast corner of Frederick Small Road and SR 811 in the Town of Jupiter, Florida and contains approximately 369 acres. The site is currently developed with 113 single family homes and a 27-hole golf course. Access to the site is existing via a full access driveway connection to Donald Ross Road and a full access driveway connection to Frederick Small Road. The proposed application includes a modification of the Frederick Small Road entrance, a new manned guardhouse, and a new 2800 SF maintenance building.

2.0 TRAFFIC GENERATION

The proposed 2800 SF maintenance building is ancillary to the overall golf course use and therefore will not generate any additional traffic. The Donald Ross Road signalized entrance serves as the main access for residents and guests to the site. The Frederick Small Road access is used for maintenance vehicles and as a secondary entrance for guests. The proposed modifications to the guardhouse are intended to better serve the existing operations but are not anticipated to increase traffic from existing conditions.

The traffic currently vested to the parcel has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 11th Edition as shown in Tables 1, 2, and 3. Table 1 shows the daily traffic generation associated with the existing/vested development in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic generated by the existing development may be summarized as follows:

Existing/Vested Development

Daily Traffic Generation	= 1,909 tpd
AM Peak Hour Traffic Generation (In/Out)	= 125 pht (57 In/68 Out)
PM Peak Hour Traffic Generation (In/Out)	= 181 pht (107 In/74 Out)

3.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**DIRECTIONAL
DISTRIBUTION
(TRIPS IN/OUT)**

AM = 59 / 68
PM = 109 / 76

As previously mentioned, site access is existing via a full access driveway connection to Donald Ross Road and a full access driveway connection to Frederick Small Road. As part of the proposed application an eastbound right turn lane is proposed on Frederick Small Road. Existing travel patterns demonstrate the majority of vehicles that use the Frederick Small Road entrance arrive from the west. The eastbound right turn lane enhances safety by providing a deceleration lane outside of the through lane and also provides additional vehicle queue storage if ever needed due to spillover from the guardhouse. Based on Palm Beach County's warrant requirement of 30 peak hour left turns, a westbound left turn lane on Frederick Small Road is not warranted or proposed. Additional modifications are proposed to the guardhouse and entrance road. These modifications are intended to improve operations, increase efficiency, and enhance pedestrian safety.

4.0 CONCLUSION

As documented in this report, the proposed modifications will not result in any increase in trips from the existing/vested uses. The proposed eastbound right turn lane and entrance modifications will improve operational efficiency and enhance safety at the Frederick Small Road driveway connection. Since the proposed project will not result in an increase in trips, the project meets the requirements of the Palm Beach County Traffic Performance Standards.

bk: x:\Documents\TrafficDrainage&Structural\tgs.25066

EXISTING DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation		Dir Split		Gross Trips	Internalization		External Trips (Driveway Trips)	Pass-by		Net Trips
						In	Out		%	Total		%	Trips	
Single Family Detached	210	113	Dwelling Units	10				1,130		0	1,130	0%	0	1,130
Golf Course	430	27	Holes	30.38				820		0	820	5%	41	779
			Grand Totals:					1,950	0.0%	0	1,950	2%	41	1,909

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips (Driveway Trips)			Pass-by		Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Single Family Detached	210	113	Dwelling Units	0.26	0.74	21	58	79	0.0%	0	0	0	21	58	79	0%	0	21	58	79
Golf Course	430	27	Holes	0.79	0.21	38	10	48	0.0%	0	0	0	38	10	48	5%	2	36	10	46
Grand Totals:						59	68	127	0.0%	0	0	0	59	68	127	2%	2	57	68	125

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips (Driveway Trips)			Pass-by		Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Single Family Detached	210	113	Dwelling Units	0.63	0.37	67	39	106	0.0%	0	0	0	67	39	106	0%	0	67	39	106
Golf Course	430	27	Holes	0.53	0.47	42	37	79	0.0%	0	0	0	42	37	79	5%	4	40	35	75
Grand Totals:						109	76	185	0.0%	0	0	0	109	76	185	2%	4	107	74	181



Figure 1 – Driveway Volumes
 The Bear's Club
 Project # 25-066

Bear's Club PUD

Frederick Small Road Entrance & POA Maintenance Building



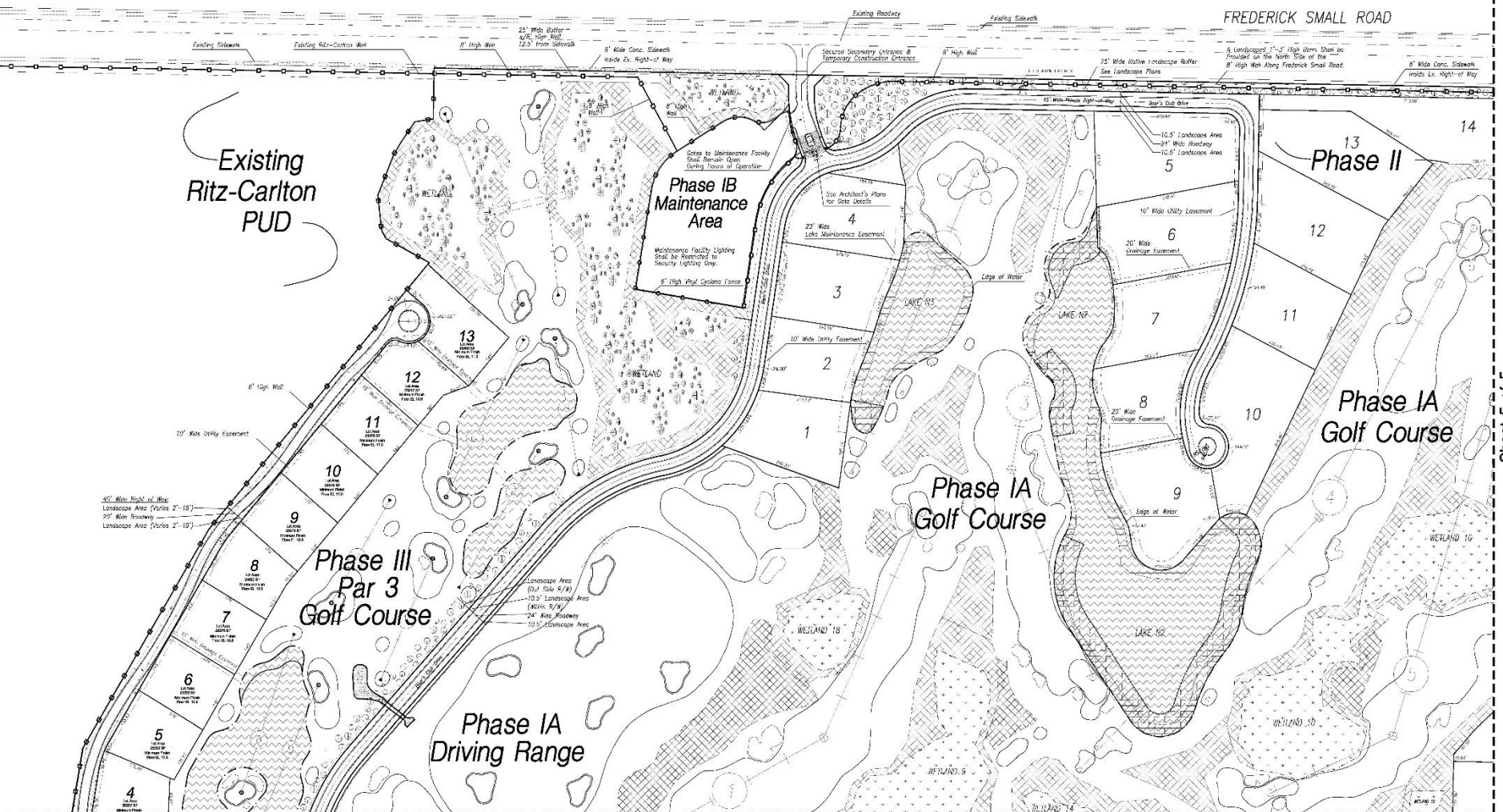
The Bear's Club PUD

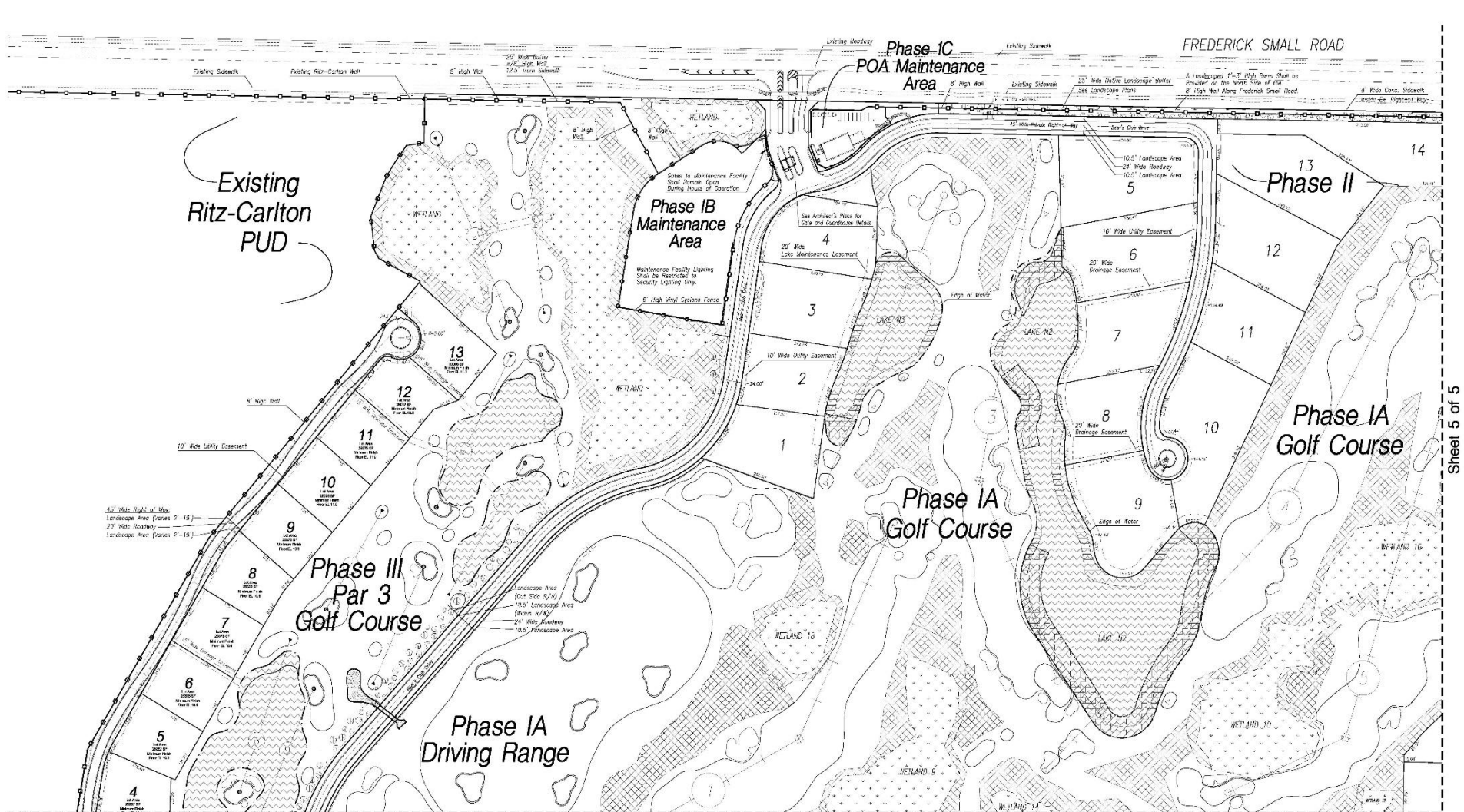
Town of Jupiter, Palm Beach County, Florida
Location Map

PUD AMENDMENT

Over the past 20 years, the traffic on Frederick Small Road, external to the project, and the traffic from Bear's Club Drive, internal to the project, has increased substantially. As the number of homes in the Bear's Club has increased, so has the need for landscape and other home services. In addition to these home and lot services, the Bear's Club Property Owners' Association (POA) maintains common area landscaping throughout the site including the perimeter buffers along Frederick Small and Donald Ross Road. The increased activity at this entrance and the increased traffic on Frederick Small Road creates a potentially hazardous condition calling for the need to re-evaluate this project entrance based on current traffic and operating conditions.

The intent of the PUD Amendment is to control traffic flow, beautify the entrance, enhance public safety and address the current operational needs of the Bear's Club residents and Property Owners' Association (POA).





Land Use Legend

- Proposed Lakes
- Wetland Preserve
- Created Wetland Preserve
- Wetland Preserve Buffer
- Upland Preserve
- Landscape Buffer
- Lot with Auxiliary Dwelling Unit

Note:
Refer to Sheet 1 of 5 for PUD site data, phasing,
area calculations, applicable development criteria,
definitions, lot development restrictions and
general notes.

All landscape islands and beds will be free
of shell rock and construction debris
excavated to a depth of 30 inches or to clean,
native soils and backfilled with the specified backfill.

All trees proposed to be preserved on site shall
be protected in accordance with the procedures
outlined in Division IV, Vegetation Removal Requirements
in the Town's Code.

Sheet 3 of 5



Lucido & Associates

Land Planning/Landscape Architecture
5555 GARDEN AVENUE, SUITE 100, PALM BEACH, FLORIDA 33410-1000
TEL: (561) 850-1000 FAX: (561) 850-1001
WWW.LUCIDOANDASSOCIATES.COM

The Bear's Club PUD
Town of Jupiter, Palm Beach County, Florida

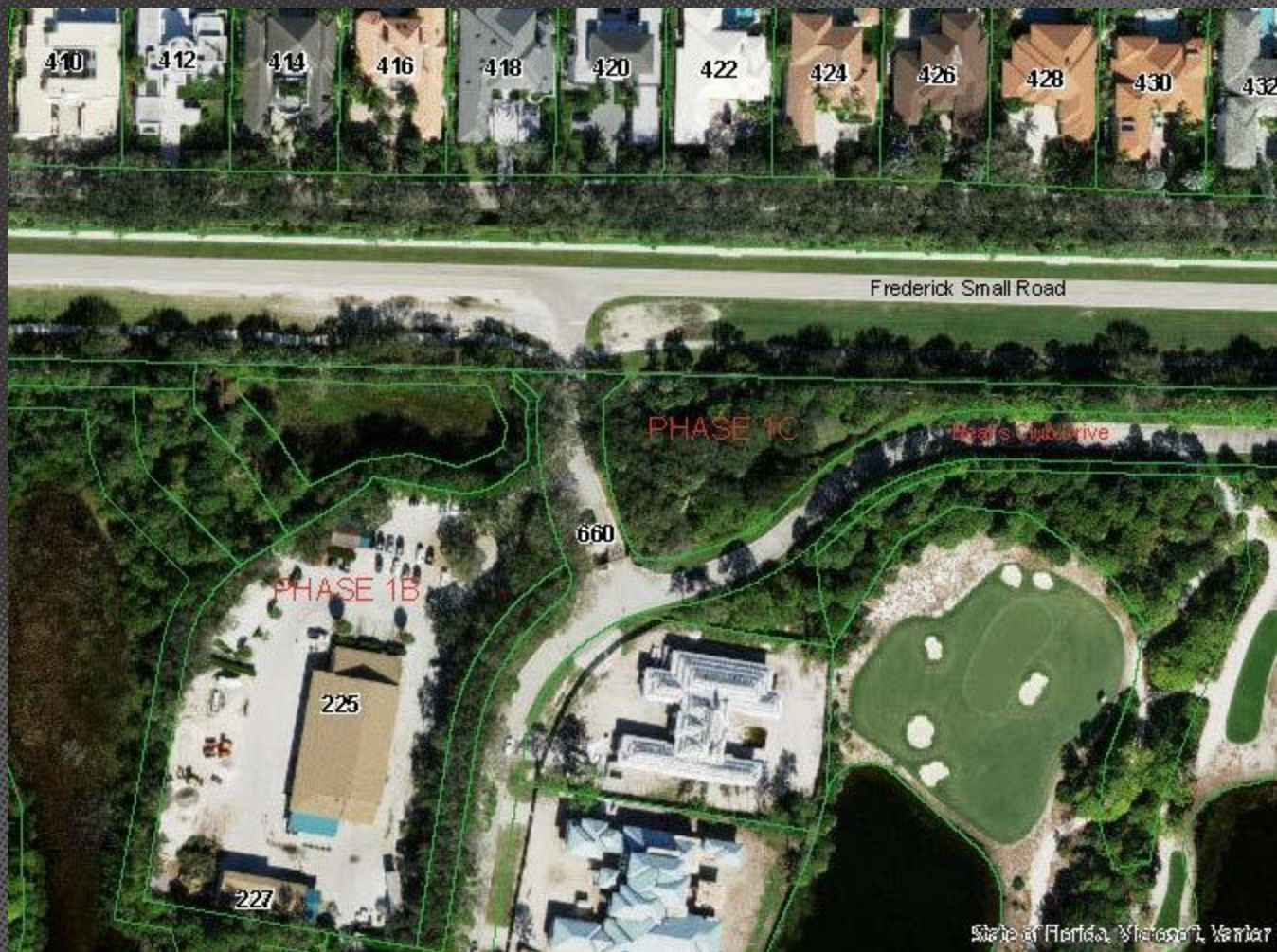
Site Plan

1"=100'

STATEMENT OF USE

- Redesign and expand the Frederick Small Road secondary entrance from 2 lanes to 4 lanes with heavily landscape medians and safe pedestrian crossings along Frederick Small Road;
- Modify the existing manned guardhouse to monitor and control traffic entering and exiting the project;
- Convert approximately 0.64 acres of POA common area from open space to a POA maintenance facility site (newly created Phase 1C) and obtain site plan approval to construct an approximately 2,793 sf maintenance building, 627 sf of covered storage, delivery and loading areas, dumpsters/storage bins, and 7 parking spaces for employees.

The addition of POA maintenance building site will centralize these activities and provide better control of the on-going maintenance traffic associated with maintaining the common areas and the residences within the community.



Project Location
Current Aerial



Bear's Club 2008



Google Earth

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Existing Entrance

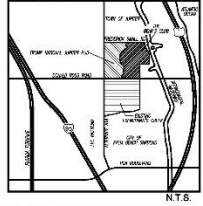


PUBLIC HEARING NOTICE
This site proposed for
PLU and Site Plan approval
to add a 1000 sq. ft. addition
Existing building and reconfig-
ure the front of "Small Street"
entrance to add a sidewalk
to the existing lot (Site Plan)
More information at
www.jupiterfl.gov/development
or call 361.741.2222
JUPITER
FL 33450
FOR 26-6722-6/23

Existing Entrance



Key / Location:



Project Team:

Client & Property Owner: The Bear's Club Property Owner's Association
100 Bear's Club Drive
Jupiter, Florida 33477

Land Planner / Landscape Architect: Lucido & Associates
1711 East Ocean Boulevard
Suite 200
West Palm Beach, Florida 33411

Engineer: Simmons & White
2001 Melrose Road, West Palm Beach
West Palm Beach, Florida 33411

Surveyor: Surveyors, Inc.
P.O. Box 400
Palm City, Florida 34981

Architect: Delroy Johnson Architects
400 Corporate Blvd., Suite 200
West Palm Beach, Florida 33411

**Bear's Club
Phase 1C**

**Frederick Small
Guardhouse and
POA**

**Maintenance Building
Right of Way Exhibit**

Date	By	Description
1.29.2022	S.L.S.	Initial Submittal

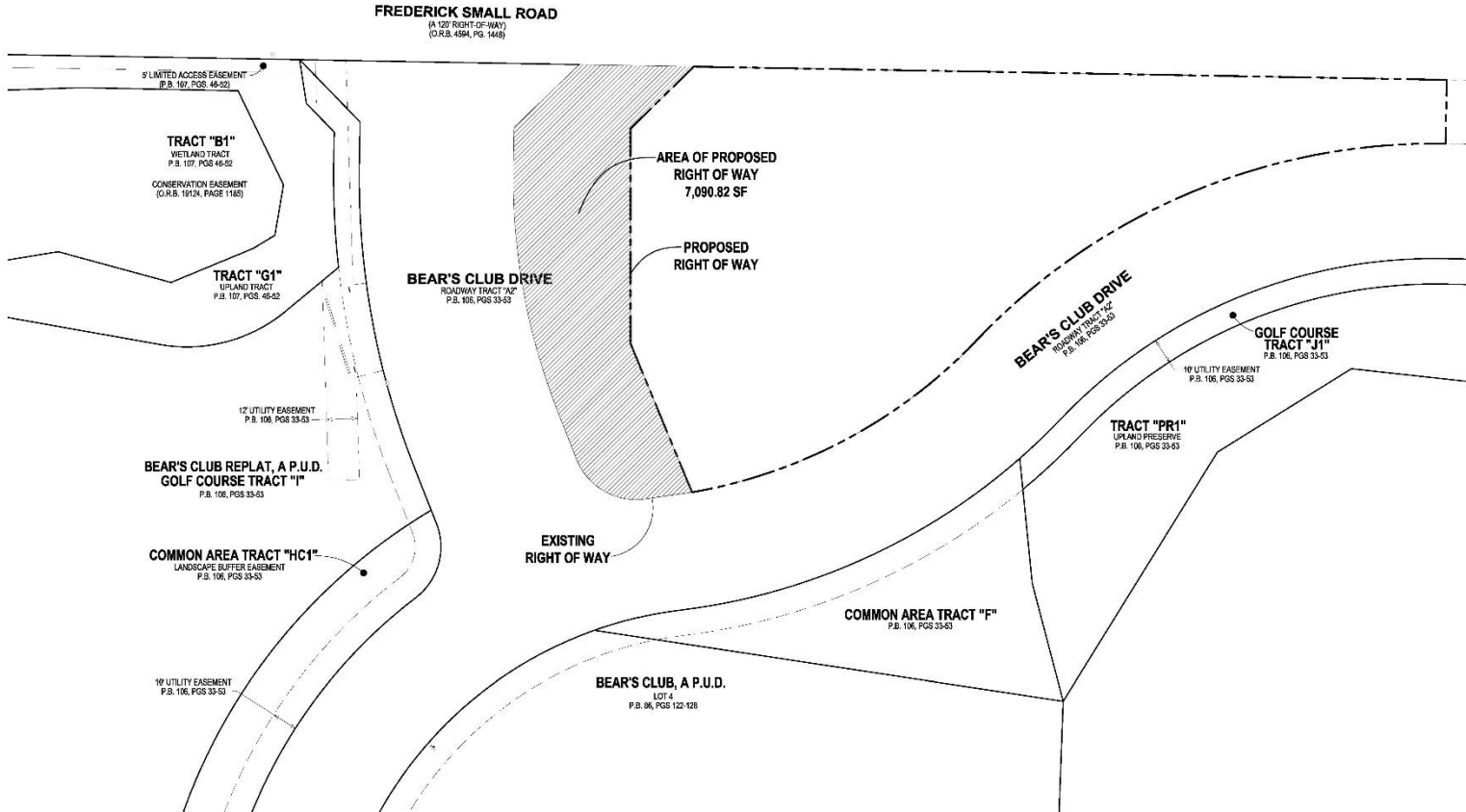


SCALE: 1" = 20'
0 10' 20' 40'

LAGEE7114
Steven D. Garrett

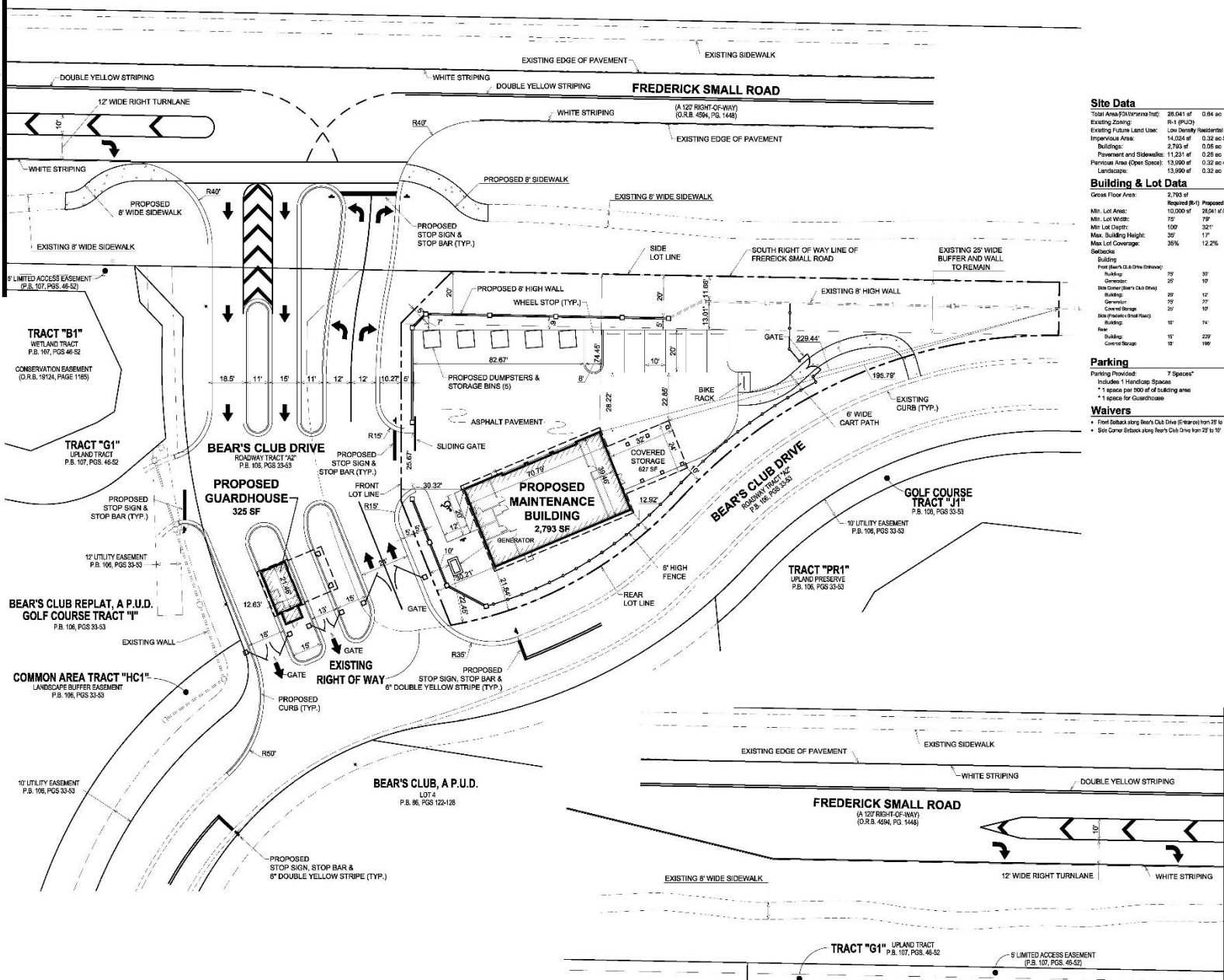
Designer: S.L.S. **Sheet:**
Manager: M.C.
Project Number: 20-220
Municipal Number: —
Computer File: Bear's Club - Frederick Small Guardhouse and POA Maintenance Building

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Expanded ROW Exhibit

MATCHLINE (SEE BELOW)



Site Data

Total Area (P.L. 1974, P.L. 1975)	28,041 sf	0.64 ac
Existing Zoning	R-1 (PUD)	
Existing Future Land Use	Low Density Residential	
Impervious Area	14,024 sf	0.32 ac (50.1%)
Buildings	2,793 sf	0.06 ac
Pavement and Sidewalks	11,231 sf	0.26 ac
Pervious Area (Open Space)	13,990 sf	0.32 ac (49.9%)
Landscape	13,990 sf	0.32 ac

Building & Lot Data

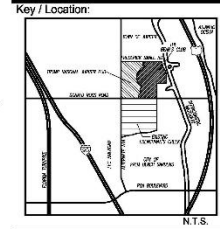
Gross Floor Area	2,793 sf	Proposed (P.C.)
Min. Lot Area	10,000 sf	28,041 sf (0.64 ac)
Min. Lot Width	75'	79'
Min. Lot Depth	100'	227'
Max. Building Height	35'	17'
Max. Lot Coverage	35%	12.2%
Setbacks		
Building		
Front (Bear's Club Drive)	25'	30'
Side (Bear's Club Drive)	25'	10'
Building	35'	12'
Garage	75'	27'
Carport	20'	10'
Size (Plasma Unit)	10'	74'
Pool	15'	230'
Building	15'	190'

Parking

Provisioned	7 Spaces*
Includes 1 Handicap Space	
*1 space per 100 sf of building area	
*1 space for Guardhouse	

Waivers

- Front Setback along Bear's Club Drive (Rear) from 25' to 10'
- Side Corner Setback along Bear's Club Drive from 25' to 10'



Project Team:

Client & Property Owner:	The Bear's Club Property Owner's Association 100 Bear's Club Drive Jupiter, Florida 33477
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Suite 100, Palm Beach, Florida 33481
Engineer:	Stevens & White 2001 Melbourne Road, West Suite 3 West Palm Beach, Florida 33417
Surveyor:	Surveyors, Inc. P.O. Box 585 Palm City, Florida 34981
Architect:	Delaney, Johnson, Architects 400 Commercial Blvd., Suite 200 West Palm Beach, Florida 33411

Bear's Club Phase 1C Frederick Small Guardhouse and POA Maintenance Building Town of Jupiter, Palm Beach County, Florida Site Plan

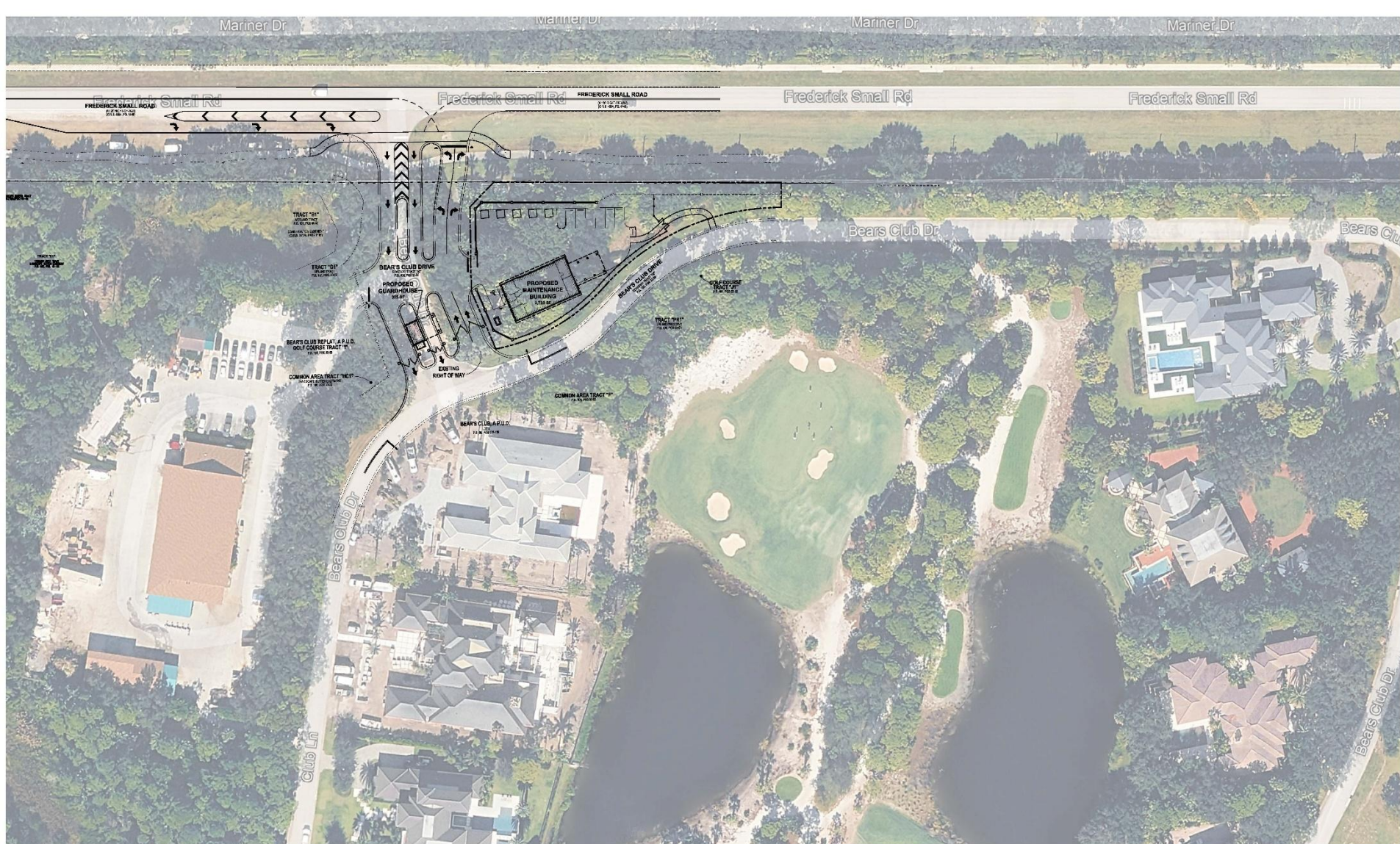
Date	By	Description
1.29.2023	S.L.S.	Initial Submission
4.28.2023	S.L.S.	1st Re-submission
5.22.2023	S.L.S.	2nd Re-submission
5.28.2023	S.L.S.	2nd Re-submission - Updated



Designer	S.L.S.	Sheet
Manager	M.C.	
Project Number	25-220	
Municipal Number	—	
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1 of 1

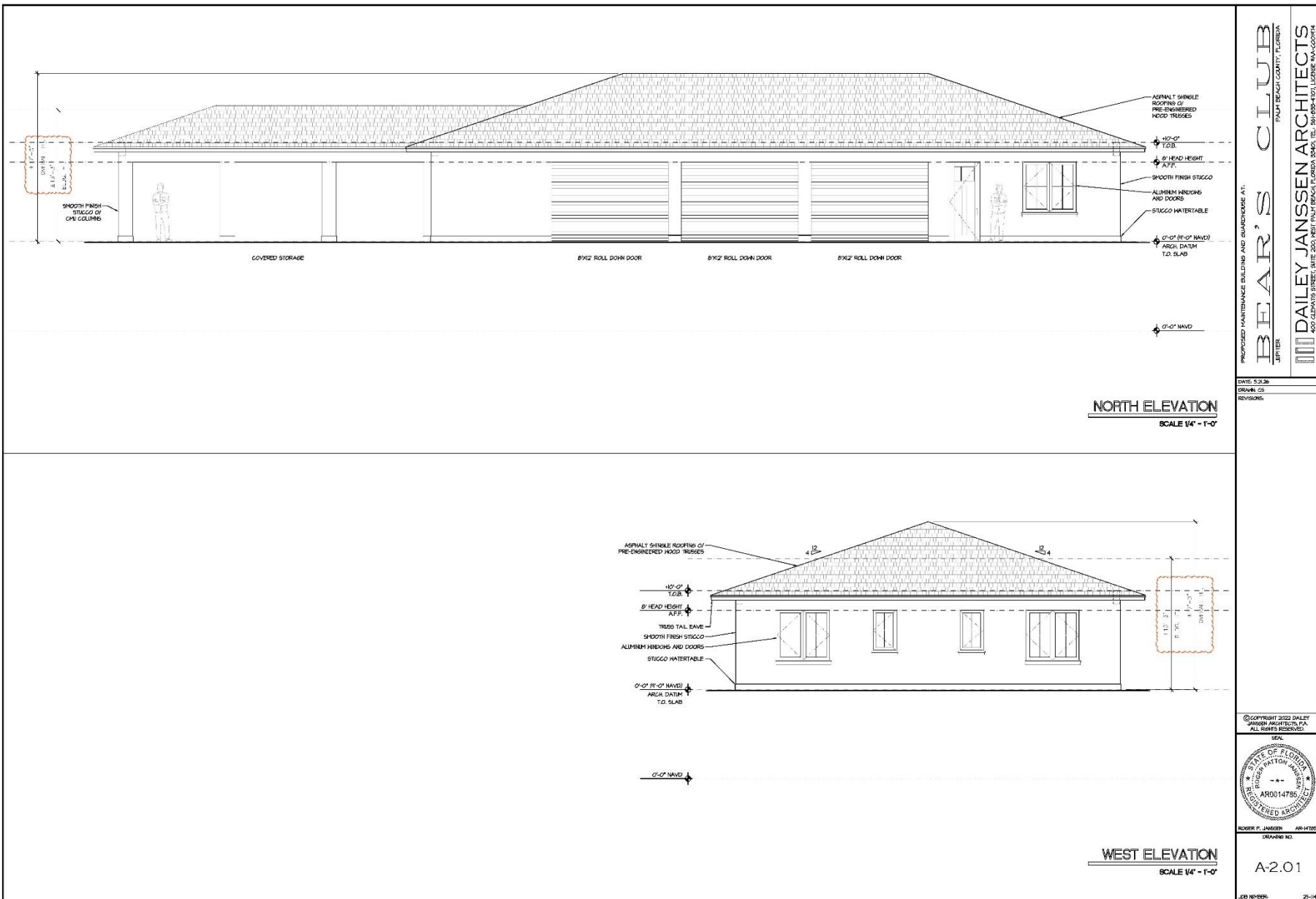
Phase 1C Final Site Plan



Bear's Club - POA Maintenance Building

Town of Jupiter, Palm Beach County, Florida
Aerial Exhibit

Aerial Overlay



Maintenance Building Elevations



Google Earth

© 2026 Google

Existing Entrance



PERSPECTIVE VIEW OF GUARDHOUSE

PROPOSED MAINTENANCE BUILDING AND GARAGEHOUSE AT: BEAR'S CLUB JUPITER PALM BEACH COUNTY, FLORIDA DAILEY JANSSEN ARCHITECTS 400 CLIENTS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33411 TEL: 561-839-1471 LUCRIDE 00000014	
DATE: 05/21/25	DRAWN: CS REVISIONS:
©COPYRIGHT 2025 DAILEY JANSSEN ARCHITECTS, P.A. ALL RIGHTS RESERVED.	
SEAL STATE OF FLORIDA ROGER PATTON JANSSEN ARCHITECT AR2014785 REGISTERED ARCHITECT	
ROGER P. JANSSEN	AR-14785
DRAWING NO.	
R-4	
JOB NUMBER:	25-14



PERSPECTIVE VIEW OF GUARDHOUSE

PROPOSED MAINTENANCE BUILDING AND GUARDHOUSE AT:

BEARS' CLUB
PALM BEACH COUNTY, FLORIDA
JUPITER

DAILEY JANSSEN ARCHITECTS
400 CLEMENS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33411 TEL: 561-839-4101 FAX: 561-839-4104

DATE: 10/2/20
DRAWN: CS
REVISIONS:

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ROBERT F. JANSSEN AR-14785
DRAWING NO.

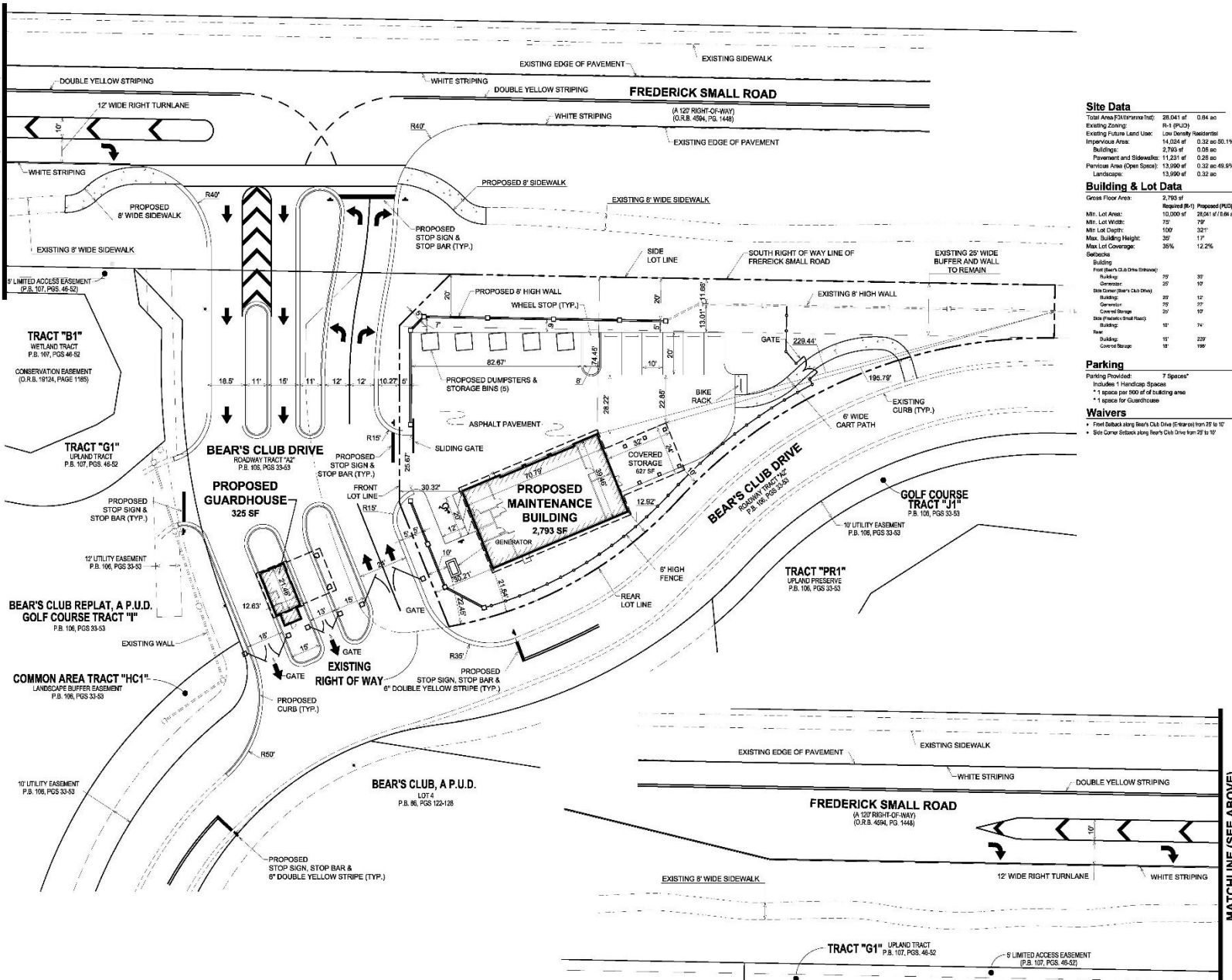
R-3

JOB NUMBER: 25-14

REQUESTED WAIVERS

	Required	Proposed
Min. lot area	10,000 sf	28,041 sf (0.64-ac)
Min. lot width:	75 feet	79 feet
Min. lot depth:	100 feet	321 feet
Max. Height:	35 feet	17 feet
Max lot coverage:	35%	12.2%
<u>Building Setbacks</u>		
Front (along BCD entrance)	25 feet	30 feet (building)
Front (along BCD entrance)	25 feet	10 feet (generator)
Side/corner (Bear's Club Drive)	25 feet	12 feet (building)
Side/corner (Bear's Club Drive)	25 feet	22 feet (generator)
Side/corner (Bear's Club Drive)	25 feet	10 feet (covered storage)
Side (Frederick Small Road)	10 feet	74 feet (building)
Rear	15 feet	229 feet (building)
Rear	15 feet	195 feet (covered storage)

MATCHLINE (SEE BELOW)



Site Data

Total Area (P.O. 1974)	28,041 sf	0.64 ac
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Existing Future Land Use	Low Density Residential	
Impervious Area	14,024 sf	0.32 ac (50.1%)
Buildings	2,793 sf	0.06 ac
Pavement and Sidewalks	11,231 sf	0.26 ac
Pennant Area (Open Space)	13,990 sf	0.32 ac (49.9%)
Landscape	13,990 sf	0.32 ac

Building & Lot Data

Gross Floor Area	2,793 sf	Revised (B-1) Proposed (P-1)
Min. Lot Area	10,000 sf	28,041 sf (0.64 ac)
Min. Lot Width	75'	75'
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Setbacks		
Building		
Front (Bear's Club Drive)	25'	35'
Building	25'	10'
Side (Bear's Club Drive)	25'	10'
Building	25'	12'
Corner (Bear's Club Drive)	25'	27'
Building	25'	10'
Side (Frederick Small Road)	25'	74'
Building	15'	235'
Corner (Frederick Small Road)	15'	195'

Parking

Provisioned: 7 Spaces*
Includes 1 Handicap Space
*1 space per 100 of total building area
*1 space for Guardhouse

Waivers

- Front Setback along Bear's Club Drive (5'-0" from 25' to 10')
- Side Corner Setback along Bear's Club Drive from 25' to 10'

Key / Location:



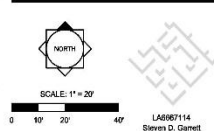
Project Team:

Client & Property Owner	The Bear's Club Property Owner's Association 100 Bear's Club Drive Jupiter, Florida 33477
Land Planner / Landscape Architect	Lucido & Associates 701 East Ocean Boulevard Suite 100 Palm Beach, Florida 33481

Engineer	Simsone & White 2801 Melbourne Road, West Suite 3 West Palm Beach, Florida 33417
Surveyor	Surveyors, Inc. P.O. Box 585 Palm City, Florida 34981
Architect	Delaney, Johnson, Architects 400 Commercial Blvd., Suite 200 West Palm Beach, Florida 33411

Bear's Club Phase 1C Frederick Small Guardhouse and POA Maintenance Building Town of Jupiter, Palm Beach County, Florida Site Plan

Date	By	Description
5.29.2023	S.L.S.	Initial Submittal
6.28.2023	S.L.S.	1st Re-submittal
8.22.2023	S.L.S.	2nd Re-submittal
9.28.2023	S.L.S.	2nd Re-submittal - Update



Designer	S.L.S.	Sheet
Manager	M.C.	1 of 1
Project Number	25-220	
Municipal Number		
Computer File Path	\\Server\Projects\25-220\25-220 Maintenance Building\25-220.dwg	

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Phase 1C Final Site Plan



Phase 1C Landscape Plan



Phase 1C Landscape Plan



Phase 1C Landscape Plan



Phase 1C Landscape Plan



Phase 1C Landscape Plan

PUBLIC BENEFITS

The requested reductions in setbacks are minimal, internal to the project and have no impact on the general public.

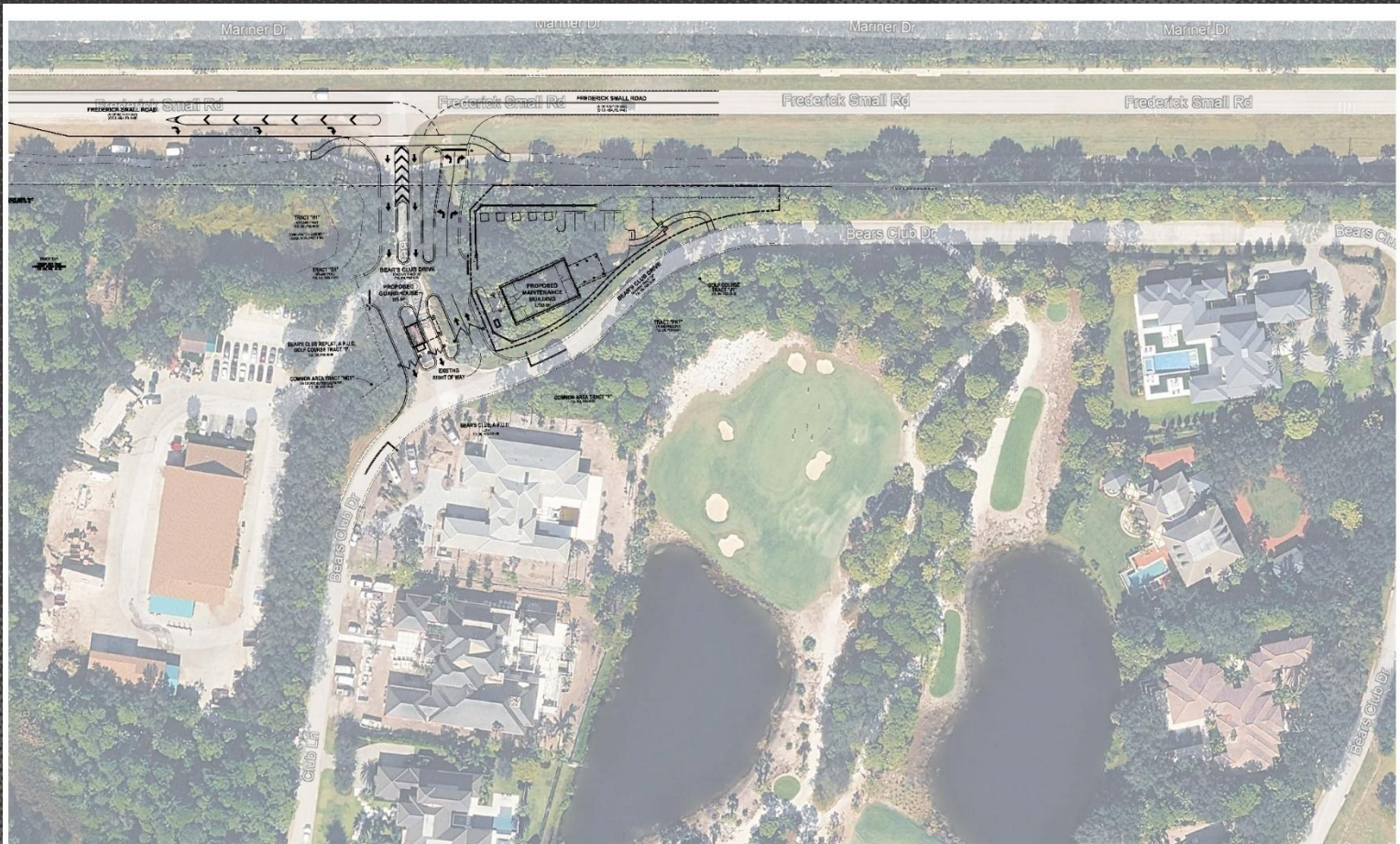
The improvements to the POA common area and the redesign of the entrance road are proposed by the Property Owners' Association (POA) to...

- Alleviate traffic congestion, improve pedestrian safety and reduce vehicular conflicts at this entrance.**
- The improvements centralize POA operations and provide a benefit to the residents and the public that uses Frederick Small Road.**

The improvements are very costly to the POA and unlike developer-funded improvements, the waivers are not intended to help sell lots, increase property value, or otherwise provide a corresponding or tangible “developer-type” benefit to the POA. Therefore, no additional public benefits should be applicable.

STAFF RECOMMENDATION

Applicant's Response: Agree with all comments and conditions of approval



TOWN OF JUPITER
Seaglass – Amendment to Resolution 61-23



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Resolution 86-26, Quasi-Judicial, Seaglass – Amendment to Resolution 61-23 to permit the development of 23 multifamily residential units as either entirely rental or entirely for-sale units for a 2.93± acre property located at 105 Rich Circle (FKA 550 Bush Road).

EXECUTIVE SUMMARY

Approval is requested of Resolution 61-23 to amend the approved Small-Scale Planned Unit Development (SSPUD) and site plan to permit the development of 23 multifamily residential units, as either entirely rental or entirely for-sale units on a 2.93± acre property located at 105 Rich Circle (FKA 550 Bush Road).

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

ANALYSIS

The residential units were approved in 2023 as rental only. Pursuant to the conditions of approval of Resolution 61-23, the applicant is required to pay \$375,000 in lieu of constructing two-and-a-half rental workforce housing units. With the subject applications, the applicant is requesting the option to develop the units as either rental or for-sale. If the units are developed as rental, then the in-lieu fee would be \$375,000, based on the current rate established by Town Code. If the units are developed as for-sale, then the in-lieu fee would be \$500,000. If the units are initially developed as rental and are converted to for-sale in the future, then the applicant would be required to pay the difference at the time of conversion between the fees in lieu of constructing two and a half rental and two and a half for-sale workforce housing units. A condition requiring a covenant, or other document, to convert the residential units from rental to for-sale has been included to ensure the Town captures the appropriate fee in lieu of constructing for-sale workforce housing units if a conversion occurs in the future.

The applicant has no issues.

PLANNING AND ZONING RECOMMENDATION:

At their July 14th meeting, the Planning and Zoning Commission voted to unanimously (7-0) recommend approval of the subject applications.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 86-26
2. Staff Report and Attachments
3. Applicant Presentation

FUNDING SOURCE

Funding is not necessary for this request.

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

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RESOLUTION NO. 86-26

10 **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN**
11 **OF JUPITER, FLORIDA, AMENDING RESOLUTION NO.**
12 **61-23 WHICH APPROVED A SMALL-SCALE PLANNED**
13 **UNIT DEVELOPMENT AND A SITE PLAN AUTHORIZING**
14 **THE DEVELOPMENT OF 23 MULTI-FAMILY RESIDENTIAL**
15 **UNITS ON AN APPROXIMATELY 2.93 ACRE PARCEL OF**
16 **PROPERTY HAVING AN ADDRESS OF 105 RICH CIRCLE;**
17 **PROVIDING FOR SEVERABILITY; AND PROVIDING FOR**
18 **AN EFFECTIVE DATE.**
19

20
21 **WHEREAS**, Richbuilt of Jupiter, LLC, is the owner (the "Owner") of an approximately
22 2.93± acre parcel of property (the "subject property"), the legal description of which is attached
23 hereto and incorporated herein as **Exhibit "A"**; and

24 **WHEREAS**, the subject property is located at 105 Rich Circle, formerly known as 550
25 Bush Road; and

26 **WHEREAS**, the Town Council previously adopted Resolution No. 61-23 to create a
27 Small-Scale Planned Unit Development (SSPUD), authorize an increase in the permitted
28 density and approve a site plan for the construction of 23 multi-family residential units as rental
29 only; and

30 **WHEREAS**, Cotleur and Hearing, Inc., acting as the Owner's authorized agent (the
31 "Applicant") has submitted an application to the Town to amend conditions #8 and #9 of
32 Resolution No. 61-23 to permit the development of 23 residential units as either entirely rental or
33 entirely for sale (the "Application"); and

34 **WHEREAS**, the Planning and Zoning Commission has reviewed the Application,

1 conducted a quasi-judicial public hearing to consider it and presented its recommendations to
2 the Town Council; and

3 **WHEREAS**, the Town Council has conducted a quasi-judicial public hearing wherein it
4 considered the evidence and testimony presented by the Town staff, the Owner and Applicant,
5 and any interested parties and members of the public, regarding whether the Application is
6 consistent with the Town's Comprehensive Plan and meets its Land Development Regulations;
7 and

8 **WHEREAS**, the Town Council has determined that certain conditions, as set forth
9 herein, are necessary for the Application to be consistent with the Town's Comprehensive Plan
10 and to meet its Land Development Regulations.

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

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

15 **Section 2.** The Owner, Applicant, and their successors or assigns shall comply with and
16 maintain the following conditions:

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

18 a) Statement of Use, prepared by Cotleur and Hearing, dated 08/28/25, received by the
19 Department of Planning and Zoning on 6/25/26.

20 2) The uses conducted on the subject property shall be consistent with the Statement of
21 Use, prepared by Cotleur and Hearing, dated 8/25/26, received by the Department of
22 Planning and Zoning on 6/25/26.

23 3) Any revisions to the SSPUD, Site Plan, Statement of Use, or other details submitted as
24 part of the Application, including but not limited to the location of the proposed
25 improvements or additional, revised or deleted colors, materials, or structures, or

changes to how the use operates, shall be submitted to the Department of Planning and Zoning (the "Department") and shall be subject to its review and approval.

4) Any condition associated with the submission of final plans shall be subject to the Department's review and approval.

5) Modification to Condition #8 of Resolution #61-23 (Workforce Housing):

Prior to the issuance of any development permits, the Owner shall pay a fee \$375,000 to be placed in the Town's housing trust fund in lieu of constructing two and a half ~~rental~~ workforce housing units as part of the project, pursuant to Section 27-3196 of the Town Code.

6) Modification to Condition #9 of Resolution #61-23:

a) Should the Owner develop the housing units as rental, it shall submit a covenant, or other document, which shall be subject to the approval of the Town Attorney, to convert the rental units to for-sale units, prior to the issuance of the first building permit.

b) Should the Owner propose to convert the rental housing units to condominium ownership after submitting a covenant, it shall submit an application to amend the above covenant and the site plan. The application shall be subject to the administrative review and approval of the ~~Town Council~~ Department and to additional fees in lieu of constructing for-sale workforce housing units.

7) The conditions of approval herein shall apply to the Owner, Applicant, and their successors and assigns.

Section 3. Should any section or provision of this resolution, or any portion thereof, and paragraph, sentence, or word ever be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion of this resolution.

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

Resolution #86-26

Page D

- 1 **Attachment:** Exhibit "A" – Legal Description
- 2 #8009762 v1 26503-00001

Exhibit A – Legal Description

Lots 12, 13 and 14 (less the south 10 feet), Bush's Addition to Jupiter, according to the plat thereof as recorded in Plat Book 23, Page 233 of the public records of Palm Beach County.

**Seaglass Amendment
TOWN MANAGER'S OFFICE**



DATE: August 18, 2026
TO: Honorable Mayor and Members of Town Council
THRU: Frank Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: **Resolution 86-26**, *Quasi-judicial*, Seaglass – Amendment to Resolution 61-23 to permit the development of 23 multifamily residential units as either entirely rental or entirely for-sale for a 2.93± acre property located at 105 Rich Circle (FKA 550 Bush Road).

Resolution #86-26
PZ 26-6859, 26-6860
J. Dray

P&Z Commission: 07/14/2026
Town Council: 08/18/2026

Project Information

Project Name: Seaglass
Applicant/Owner: Richbuilt of Jupiter LLC
Agent: Cotleur & Hearing
Location: 105 Rich Circle (FKA 550 Bush Road)
Acreage: 2.93±
PCN Number: 30-42-41-03-41-001-0000
Future Land Use: High Density Residential
Zoning District: Limited Multi-family Residential (R-3)
Existing Use: Vacant (existing place of worship and single-family dwelling unit were recently demolished)
Proposed Use: Multifamily residential
Request: To amend Resolution 61-23 to permit the development of 23 multifamily residential units as either entirely rental or entirely for-sale (see Attachment A – Statement of Use and Attachment B – Resolution 61-23)

Applicant Issues

The applicant has no issues.

Planning and Zoning Commission Action

At their July 14 meeting, the Planning and Zoning Commission voted to unanimously (7-0) recommend **approval** of the applications, subject to the amended conditions.

Staff Compliance Review

The Department of Planning and Zoning has reviewed the applicant's request and has determined the applications are **consistent** with the Comprehensive Plan and the Town Code, subject to the amended conditions of Resolution 61-23 represented in underline and ~~strike through~~ formatting in Resolution 86-26.

Project Data

Pertinent information regarding the subject applications is listed below.

Table 1: Adjacent Properties

	Existing Land Use	Future Land Use / Zoning District
North	Residential (Single-family dwelling unit)	High Density Residential / Limited Multifamily Residential (R-3)
South	Residential (Laurel Oaks condos)	High Density Residential / R-3
East	Bush Road; Residential (Timberwalk condos and Owl Pointe condos)	High Density Residential / R-3
West	Residential (Chasewood North condos and Chasewood South condos [unincorporated])	High Density Residential / R-3 Palm Beach County (PBC) Medium Residential, 5 Units per Acre (MR-5) / PBC Multifamily Residential High Density (RH)

Background and History

On December 19, 2023, Town Council approved a small-scale planned unit development (PUD) application to increase the allowable density of the subject property by two dwelling units per acre and a site plan application to construct 23 multifamily residential units through Resolution 61-23. The units were proposed as rental only. The applicant was required to provide one rental workforce housing unit pursuant to the Town Code; however, they proposed to make payment to the Town's housing trust fund for the required unit in lieu of constructing it. As a public benefit, the applicant also proposed to make the in-lieu payment for one additional rental workforce housing unit. Prior to approval, Town Council included a condition requiring the applicant to pay for an additional one-half rental workforce housing unit, totaling two and a half rental workforce housing units. At the time of approval, the fee in lieu of constructing two and a half rental workforce housing units was \$375,000.

With the subject applications, the applicant requests to amend Resolution 61-23 to permit the residential units to be developed as either entirely rental or entirely for-sale. In order to be consistent with this request, the applicant proposes modifying Condition #8, regarding workforce housing, to include language requiring the owner to pay a fee in lieu of constructing either two and a half rental workforce housing units or two and a half for-sale workforce housing units. According to the statement of use, the applicant is requesting the amendments because permitting only rental units limits the economic viability of the residential development.

Analysis

This section analyzes the land development regulations and notes the application's ability or inability to satisfy all applicable provisions of the Town Code and whether the application is consistent with the Comprehensive Plan.

Comprehensive Plan. The proposed amendments are consistent with the Comprehensive Plan. Pursuant to Policy 1.2.10 of the Housing element, a developer may make payment to the Town's housing trust fund in lieu of constructing workforce housing units.

Workforce Housing. The proposed amendments are consistent with the Town Code. Based on whether the units will be leased or sold, the owner will be required to pay the corresponding fee in lieu of constructing two and a half rental or for-sale workforce housing units as specified by Section 27-3196, entitled "Payment of fee, off-site construction or donation of land in lieu of constructing on-site workforce dwelling units," prior to the issuance of the first development permit. Pursuant to Section 27-3196 as of the date of this report, the rental in lieu fee would be \$375,000, and the for-sale in lieu fee would be \$500,000, for two and a half workforce housing units. However, the respective fee values have not been included in the amended language of Condition #8 to account for the possibility of future code amendments which would change the in-lieu rates for rental or for-sale workforce housing units. If the applicant does not pay the fee until a later date, then the amended language ensures the applicant will pay the rate specified by the code at the time of payment.

In the event there is a desire to convert the rental units into for-sale units after the fee in lieu of constructing two and a half rental workforce housing units has been paid, then the owner will be required to pay the difference between the in-lieu rate for for-sale workforce housing units and the in-lieu rate for rental workforce housing units. Staff has included a condition **to require the owner to submit a covenant, or other document, which shall be subject to the approval of the Town Attorney, to convert the rental units to for-sale units, prior to the issuance of the first building permit.** This condition has been included to ensure the Town is notified, if and when a conversion occurs and to ensure collection of the appropriate payment in lieu of constructing for-sale workforce housing units is made.

No condition has been included to address the conversion from for-sale units to rental units because the payment in lieu of constructing for-sale workforce housing units is greater than the fee for rental workforce housing units. There is no provision for a refund once the fee is paid.

Attachments:

Attachment A – Statement of Use

Attachment B – Resolution 61-23

Please contact Joseph Dray at josephd@jupiter.fl.us or (561)741-2473 to obtain copies of any attachments.

File Path: <https://jupiterngov.sharepoint.com/sites/pzdept/Shared Documents/Signature/TC/2026/08.18/Seaglass - Amend Res 61-23/Staff Report - TC.docx> 8/6/2026



August 28, 2025

Town of Jupiter
Planning and Zoning Department
210 Military Trail
Jupiter, Florida 33458

RE: Amendment to Resolution No. 61-23—Section 2; Section 3; and Section 4(8)

To whom it may concern:

INTRODUCTION

On behalf of the applicant, Richbuilt of Jupiter, LLC, please accept this letter as a formal request for approval of the amended Resolution No. 61-23 Sections 2, 3, and 4(8). The application for the development of Sea Glass Townhomes at 550 Bush Rd received approval from Council under required conditions including an additional workforce housing unit. The applicant requests that for-sale and for-rent units be included in the Resolution. The following amendments are in accordance with the inclusion of for-sale workforce housing units in compliance with Sec. 27-3196 of the Jupiter Code of Ordinances.

SECTION 2 AMENDMENT

The applicant requests Section 2 of the Resolution be amended to offer either 100 percent for-sale condominium units or 100 percent for-rent condominium units.

SECTION 3 AMENDMENT

The applicant requests Section 3 of the Resolution be amended to include a \$300,000 payment in lieu of constructing one and a half for-sale workforce housing units. The payment in lieu of constructing for-sale workforce housing dwellings units shall be \$200,000 per workforce housing dwelling unit per Sec. 27-3196(a) of the Town of Jupiter Code of Ordinances. The applicant is obligated to make this payment or a \$225,000 payment in lieu of constructing one and half rental workforce housing units prior to the issuance of the first building permit for the residential development.

SECTION 4(8) AMENDMENT

The applicant requests Section 4(8) of the Resolution be amended to include a \$500,000 payment in lieu of constructing two and a half for-sale workforce housing units. The payment in lieu of constructing for-sale workforce housing dwellings units shall be \$200,000 per workforce housing dwelling unit per Sec. 27-3196(a) of the Town of Jupiter Code of Ordinances. The applicant is

obligated to make this payment or a \$375,000 payment in lieu of constructing two and half rental workforce housing units prior to the issuance of the first building permit for the residential development.

Thank you for your consideration. Please contact me if you have any questions.

Sincerely,

Laurey Hood
Land Planner
Cotleur & Hearing
561-406-1009
LHood@cotleur-hearing.com

RESOLUTION NO. 61-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, CREATING A SMALL SCALE PLANNED UNIT DEVELOPMENT, AUTHORIZING AN INCREASE IN THE PERMITTED DENSITY AND APPROVING A SITE PLAN FOR THE CONSTRUCTION OF 23 MULTI-FAMILY RESIDENTIAL UNITS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Richbuilt of Jupiter, LLC owns (the "Owner") approximately 2.93 +/- acres of real property, the legal description of which is attached hereto and incorporated herein as **Exhibit "A"** (the subject property); and,

WHEREAS, the subject property is located at 550 Bush Road; and,

WHEREAS, the Owner has submitted an application proposing to develop a Small-Scale Planned Unit Development (SSPUD); and,

WHEREAS, as part of the application the Owner has requested an increase in the density by two units per acre; and,

WHEREAS, with the density bonus for creating a SSPUD, the subject property would consist of 23 multi-family residential units with an associated leasing office (the Application); and,

WHEREAS, the Town Council has determined that the Owner has provided a public benefit for the residential bonus density; and,

WHEREAS, the Town's Planning and Zoning Commission has considered the

Application and made its recommendations to the Town Council; and,

WHEREAS, the Town Council conducted a public hearing wherein it considered the evidence and testimony presented by the Town's Planning and Zoning Department staff, the Owner, and any interested parties and members of the public, regarding whether the Application is consistent with the Town's Comprehensive Plan and meets its Land Development Regulations (LDRs), including Section 27-175, the criteria for site plan review; and,

WHEREAS, the Town Council has determined that certain conditions, as set forth herein, are necessary to render the Application consistent with the Town's Comprehensive Plan and to meet the LDRs.

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

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

Section 2. The Town Council finds that the Application meets the criteria contained in Chapter 27, Article VIII, Division 2 of the Town Code and hereby approves the creation of a SSPUD. The Town Council finds that the Owner is entitled to an increase in the density and hereby approves a site plan for the development of 23 multi-family residential rental units.

Section 3. The Town Council finds that the Owner is providing a public benefit as required by Section 27-1709 of the Town's Code by contributing \$225,000.00 for the payment in lieu for one and a half rental workforce housing units ($150,000.00 \times 1.5 = 225,000.00$) and by achieving gold level certification through the Florida Green Building Collation and by utilizing green design theories and techniques in accordance with the green building program set forth in Division 18 of Article XI of Chapter 27 of the Town's Code.

Section 4. The approval of the SSPUD and the site plan are subject to the following conditions:

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

- 1 a) Site Plan, prepared by Litterick Landscape Architecture, referenced as “SP-1”,
2 dated 12/01/23, received and dated by the Department of Planning and Zoning
3 on 12/01/23.
- 4 b) Site Details, prepared by Litterick Landscape Architecture, referenced as “SP-2”,
5 dated 05/02/23, received and dated by the Department of Planning and Zoning
6 on 12/01/23.
- 7 c) Pavement Markings and Signage Plan, prepared by Bardez, referenced as “C-
8 6.0”, dated 05/01/23, received and dated by the Department of Planning and
9 Zoning on 05/02/23.
- 10 d) Tree Disposition Plan, Typical Unit Landscape Plan, prepared by Litterick
11 Landscape Architecture, referenced as “L-1 and L-3”, dated 05/02/23, received
12 and dated by the Department of Planning and Zoning on 12/01/23.
- 13 e) Landscape Plan, prepared by Litterick Landscape Architecture, referenced as “L-
14 2”, dated 11/17/23, received and dated by the Department of Planning and
15 Zoning on 12/01/23.
- 16 f) Landscape Specifications and Planting Details, prepared by Litterick Landscape
17 Architecture, referenced as “L-4”, dated 05/02/23, received and dated by the
18 Department of Planning and Zoning on 05/02/23.
- 19 g) Townhouse Elevations, Floor Plans, and Roof Plans, prepared by Southeast
20 Architects, referenced as “A-1.0, A-1.1, A-1.2, A-2.0, A-2.1, A-2.2, A-4.0, A-4.1,
21 A-01 and A-02”, dated 07/22/22, received and dated by the Department of
22 Planning and Zoning on 05/02/23.
- 23 h) Leasing Office Elevations, Floor Plan, and Roof Plan, prepared by Southeast
24 Architects, referenced as “A-01 and A-02”, dated 12/07/22, received and dated
25 by the Department of Planning and Zoning on 05/02/23.

- i) Signage plan, prepared by Southeast Architects, referenced as “SP-2”, dated 12/07/22, received and dated by the Department of Planning and Zoning on 05/02/23.
 - j) Drainage Statement, prepared by Bardez, received and dated by the Department of Planning and Zoning on 05/02/23.
 - k) Traffic Statement, prepared by MacKenzie Engineering & Planning, Inc., dated 07/25/23, received and dated by the Department of Planning and Zoning on 07/26/23.
 - l) Statement of Use, prepared by Richbuilt Sons LLC, dated 11/30/23, received and dated by the Department of Planning and Zoning on 12/01/23.
- 2) The uses conducted on the subject property shall be consistent with the Statement of Use, dated 11/30/23, received and received by the Department of Planning and Zoning on 12/01/23.
 - 3) Any revisions to the SSPUD, the site plan, Statement of Use, or other details submitted as part of the Application, including but not limited to the location of the proposed improvements or additional, revised or deleted colors, materials, or structures, or changes to how the use operates, shall be submitted to the Department of Planning and Zoning and shall be subject to its review and approval.
 - 4) **Green Building Program.**
 - a) Prior to the issuance of the Certificate of Occupancy for the first dwelling unit, the Owner shall submit an irrevocable letter of credit equal to or greater than five percent of the total estimated construction cost of the development of the subject property.
 - b) Within 12 months from the receipt of the last Certificate of Occupancy, the Owner shall submit to the Department the approval of the gold level certification it has received from the Florida Green Building Coalition (FGBC). If a gold level

certification has not been received, the Owner shall develop and submit a plan to the Town to achieve certification within six months pursuant to Section 27-2407(d)(2). If a plan is not submitted and a gold level certification is not received, the dollar amount of the irrevocable letter of credit shall be converted into a green building mitigation fee pursuant to Section 27-2407(d)(3).

5) **Site Plan.** Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall revise the site plan to:

- a) Change scale to 1" to 20' pursuant to Section 27-266(c).
- b) Provide detail of pool fence.
- c) Show the proposed 10 foot wide landscape buffers along the north, south and west property lines.
- d) Change the proposed pavers for the 25 guest parking spaces to pervious pavers.
- e) Add a stabilized pervious surface leading to maintenance room garage door on the south side of the leasing office building.
- f) Remove windows shown on floor plans located on the firewall between units.

6) **Landscape plan.** Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall revise the landscape plan to:

- a) Demonstrate that the surface area needed for the subject property's drainage system is not reduced by the plantings proposed to be installed within the subject property's detention area. The revised landscape plan shall be subject to the review and approval of the Town's Stormwater Division.
- b) Incorporate the points which are necessary to meet FGBC gold certification into the landscape plan as follows:
 - 1. Provide additional native shrubs and groundcover on the west perimeter buffer to include a portion of some Muhly or Fakahatchee grass, Firebush, Cocoplum, etc. to preserve or create wildlife habitat/shelter.

2. On the northwest corner of Building One, eliminate the sod around the grouping of preserved slash pines and strangler figs in the entire triangular area defined by the roadway curbing to the northeast, the driveway to the southeast and the landscape buffer to the west and install recycled mulch gathered specifically by mulching the laurel oaks that will be removed from the eastern perimeter of the site.

7) **Detention area maintenance.** Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall submit a maintenance plan for the detention area. The maintenance plan shall be subject to the review and approval of the Town's Stormwater Division

8) **Workforce Housing.** Prior to the issuance of any development permits, the Owner shall pay \$375,000 to be placed the Town's housing trust fund in lieu of constructing two and a half rental workforce housing units as part of the project.

9) Should the Owner propose to convert the rental housing units into condominium ownership, it shall submit an application to amend the site plan. The application shall be subject to the review and approval of the Town Council.

10) **Architecture.** Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall revise the elevations to:

- a) Remove the lap siding detail from Buildings One and Five.
- b) Add lap siding to Building Four similar to Buildings Two and Six.
- c) Revise the building elevations to narrow the width of the lap siding detail from 12" to 7" consistent with the score line detail.
- d) Add covered trellises or pergolas that protrude from the building to clearly identify and enhance the location of the front entry and reduce the predominance of garages for those units with entry doors in the middle of the building. To provide

more diversity in the development, provide a variety of styles of trellises or pergolas such as pitched or flat roofs.

e) Add pitched shed roofs on the end units of each building to clearly identify the prominence of the front entry and to provide cover from the weather.

f) Revise the floor plans and elevations so that the locations of doors and windows match.

g) Add a shutter on the 2nd window above the garage door consistent with adjacent window.

h) Reduce the width of the gray horizontal band above the 2nd floor on Building One from 24" wide to 12" or less.

i) Add windows to west elevation of Building One similar to east elevation.

j) Change the color of the dormers to match the main wall color on the building in which it is located.

k) Provide a detail sheet with construction details and sections of the doors, windows, trim, shutters, lap siding, etc. to ensure that the proposed details provide depth and definition consistent with the proposed style.

11) **Engineering.**

a) Upon the approval of the site plan, and concurrent with the Owner's submission of an application for an engineering permit, the Owner shall submit an application for a plat. The plat shall identify and show all: easements for access and parking overlying the roadway, curbing, sidewalks and parking areas; areas designated for pedestrians, vehicles, parking, stormwater retention and conveyance, water utilities, landscape buffers.

b) At the discretion of the Owner, the road, road curbing and sidewalks may be established as a private roadway tract.

1 c) Upon the submission of the final plans and prior to the issuance of any
2 development permits, the Owner shall submit a draft easement that permits the
3 proposed potable water system to extend and connect onto to the adjacent
4 property to the west known as Chasewood South. This easement shall be
5 subject to the review and approval of the Director of the Town's Utilities
6 Department. Upon the Director of Utilities' approval of the easement, the Owner
7 shall record the easement in the public records of Palm Beach County and shall
8 cause to be returned a certified copy of the recorded easement to the
9 Department prior to the issuance of any development permits.

10 d) Upon the submission of the final plans and prior to the issuance of any
11 development permits, the Owner shall submit a draft of the Town's standard
12 right-of-way maintenance agreement to the Department which commits the
13 Owner and its successors and assigns to the perpetual maintenance of the
14 landscaping, sod and irrigation which is to be installed within public rights-of-way.
15 The proposed maintenance agreement shall be subject to the review and
16 approval of the Town Engineer. Once approved by the Town Engineer, the
17 Owner shall record the agreement in the public records of Palm Beach County.
18 Once returned to the Owner from the recording department, the Owner shall
19 submit a certified copy of the recorded agreement to the Department prior to the
20 issuance of the first Certificate of Occupancy.

21 12) **Signage.** The monument sign shall not exceed six feet in height.

22 13) **Traffic.** Upon the submission of the final plans and prior to the issuance of any
23 development permits, the Owner shall submit an updated traffic concurrency letter from
24 Palm Beach County.

25 14) **Miscellaneous.** The placement of any type of vending machines or units which
26 dispense food, beverages, candy, merchandise, products, goods, handbills, or

1 advertising magazines on the exterior portions of the subject property within public view,
2 is prohibited.

3 15) The conditions of approval herein shall apply to the Owner and its successors and
4 assigns.

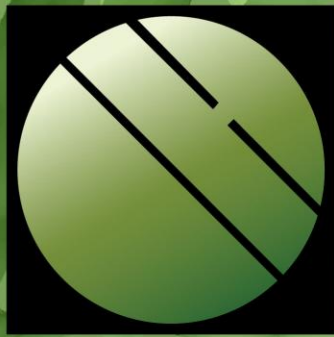
5 **Section 5.** This Resolution shall take effect immediately upon its execution.

6 **Attachment:** Exhibit "A" - Legal Description

7 Amended 12/20/23

Legal Description

Lots 12, 13, and 14 (less South 10 feet), of Will Bush's Addition to Jupiter, Fla., according to the Plat thereof as recorded in Plat Book 23, Page 233, of the Public Records of Palm Beach County, Florida.



Cotleur & Hearing

Sea Glass Townhomes | PUD Amendment

August 18, 2026



RICH PROPERTIES

Developer & Builder



- Resolution 61-23: Approved December 19th, 2023
- 23 Townhomes (All Rental)
- 2.5 Workforce Housing units (Fee in lieu)



SITE PLAN

Tonight:

1. Amend the PUD to allow for either 100% rental units OR 100% for-sale units.

- *Modification to condition #9*

2.5 WFH units committed

Rental = \$150,000 per unit (\$375,000 total)

For-Sale = \$200,000 per unit (\$500,000 total)

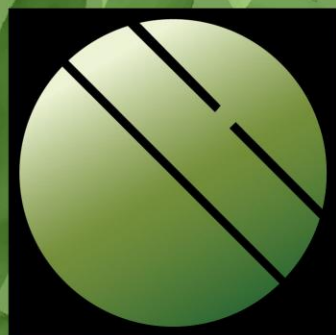
The applicant shall pay this fee prior to issuance of development permits.

Rental Scenario

- Provide recorded covenant to the Town to legally preserve rental status.
- Pay \$375,000 WFH fee.

For-Sale Scenario

- Submit minor site plan amendment to Town identifying the project as a for-sale community.
- Pay \$500,000 WFH fee.



Cotleur & Hearing

Thank You!



RICH PROPERTIES

Developer & Builder

TOWN OF JUPITER
Community Center Fire Alarm Replacement



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering & Public Works Director
SUBJECT	Approving Work Order #15 with Fierce Construction, LLC (EPW2025-34D) for the Community Center Fire Panel Replacement in the amount of \$81,143.

EXECUTIVE SUMMARY

Staff seeks Town Council approval of Work Order #15 under Contract EPW 2025-34D with Fierce Construction for the replacement of the Fire Alarm Control Panel (FACP) system at the Town of Jupiter Community Center, located at 200 Military Trail, in the amount of \$81,143.

Work Order #15 authorizes Fierce Construction to replace the existing fire alarm system with a new addressable FACP system compatible with the Town's monitoring requirements. The scope of work includes, but is not limited to, removal and proper disposal of the existing fire alarm panel and associated components; furnishing and installation of the new control panel, power supplies, batteries, and required modules; reuse of existing wiring and devices where compatible; replacement of incompatible or defective components as necessary; and installation of remote annunciators, if required. The work also includes integration with applicable life-safety systems, programming and testing, coordination of required inspections, staff training, and project closeout documentation. The work will be performed in accordance with NFPA 72, NFPA 70 (NEC), and all applicable state and local codes.

This work order will fall under an existing contract which was reviewed by the Town Attorney for legal sufficiency. Town Council approved contract EPW 2025-34D, General Contracting Continuing Services, with Fierce Construction, LLC on December 2, 2025. The contract has an initial three-year term with two (2) one-year renewal options.

ANALYSIS

Fierce Construction was awarded a continuing services contract, EPW 2025-34D, by the Town Council. Staff has determined that Fierce Construction can provide the necessary contracting services for the replacement of the Fire Alarm Control Panel (FACP) system at the Town of Jupiter Community Center.

Approval of this item will authorize the Town Manager to execute the Work Order #15 with Fierce Construction in the amount of \$81,143 for the Community Center FACP system replacement.

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. Work Order
2. CC Renovations CIP Sheet
3. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Total Amount of Request	\$81,143	--
Amount Approved in Budget	\$81,143	31031041-546000, E2001 Engineering CIP for Community Center Renovations
Additional Amount Requested	\$	
Future Fiscal Years	Amount	Funding Source(s)
Future Year Funding	\$	

If no funding is necessary, please delete the table above and note funding is not necessary for this request.

For more information or copies of the attachments, please contact Alexandra Perez at alexandrap@jupiter.fl.us or 561-741-2547.



EPW2025-34
FIERCE CONSTRUCTION, LLC
Work Order # 15
FIRE PANEL REPLACEMENT- COMM. CENTER

Pursuant to that certain Contract (“**Contract**”) between the Town of Jupiter (“**TOWN**”) and Fierce Construction, LLC (“**Contractor**”) dated December 2, 2025, **Contractor** hereby agrees to provide the services specified on **Exhibit “A”**, under the terms and conditions and at a cost of \$81,143.00 all as more specifically described in **Exhibit “A”**, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: 26 calendar days

Final Completion Time: 30 calendar days upon issuance of the Punchlist
(Pursuant to Section 218.735, Florida Statutes)

Liquidated Damages: \$904 per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 18 day of August 2026.

FIERCE CONSTRUCTION, LLC

REVIEWED BY:

Michael Giammalvo
Chief Financial Officer

George Dzama, P.E.
Director of Engineering & Public Works

TOWN OF JUPITER

Frank J. Kitzerow, MPA
Town Manager

Work orders \$200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of the Town of Jupiter. **A certified copy of completed and recorded bonds must be delivered to and accepted by the TOWN prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the TOWN and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

Exhibit A



Proposal 2672-2

Issue Date July 22, 2026

Expires August 21, 2026

PREPARED BY

Michael Giammalvo

Fierce Construction

(813) 539-7481

mike@fcgc-fl.com

7122 Limestone Cay Rd, Jupiter, FL 33458, USA

PREPARED FOR

Richard Guenther

Town Of Jupiter

(561) 741-2736

RichardG@jupiter.fl.us

210 Military Trail, Jupiter, FL 33458, USA

PROPOSAL DETAILS

Town of Jupiter Community Center

200 Military Trail, Jupiter, FL 33458, USA

Replacement Fire Alarm Control Panel (FACP) system that is compatible with Affiliated Monitoring for the Community Center Town of Jupiter

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Project Management FCGC Project Management and Supervision	10 Hours	\$95.00	\$950.00

283100 Fire Detection and Alarm \$77,113.00

Remove and properly dispose of existing FACP and associated components

Furnish and install new addressable FACP, including power supplies, batteries, and required modules

Reuse existing field wiring/devices where compatible; replace non-compatible or defective components

Provide and install remote annunciator(s) if required by code

System Integration:

Fire sprinkler system

HVAC shutdown

Elevator recall

Other life safety interfaces

Programming & Testing:

Program system per building requirements and applicable codes

Perform complete testing of all devices and system functions

Coordinate inspection/approval with AHJ

Training & Closeout:

Provide basic system training for designated personnel

Submit as-built drawings, O&M manuals, and test reports

Provide manufacturer warranties and final inspection approvals

Codes & Standards:

NFPA 72

NFPA 70 (NEC)

All applicable state and local codes

Wireless Fire Alarm Communication

Fire alarm systems typically require connection to two (2) analog type telephone lines for alarm transmission. These telephone lines, provided by you, the end user, are frequently costly and often troublesome.

To eliminate the need for these lines, this proposal includes a wireless transceiver. This unit connected to your fire alarm system, uses the maintenance channel of a national cellular network to send fire alarm event transmission with LTE protocol working over 5G networks.

Special Conditions:

Coordinate work to minimize disruption to facility operations
Provide temporary fire protection measures if system outages occur

219999 Fire Miscellaneous			\$455.00
Allowance for providing fire caulking and penetrations as needed.			
260000 Electrical			\$1,625.00
Temp 120vac power.			
All required termination of wiring for the elevator controller, kitchen hood and generator connections not covered by Advanced Alarm Service Inc			
Permitting	1 Lump Sum	\$1,000.00	\$1,000.00
Admin fee to apply for and obtain all required permits			
TOTAL			\$81,143.00

This proposal does not include providing a high lift or oversized ladder, all costs associated with a lift or ladder rental shall be in addition to the purchase price listed and will be sent via Change Order.

Should the Authority Having Jurisdiction (AHJ) determine, whether during plan review or while on site, that additional fire alarm devices are required, all costs associated with providing and installing such additional equipment, including revised engineering, shall be in addition to the base investment quoted herein.

Should the site conditions require remoting the GSM antenna for proper reception, all costs to provide and install a remote antenna and cabling will be submitted via Change Order. These costs vary depending on the distance required from the GSM radio to the final antenna location



July 21, 2026

Mr. Mike Giammalvo
Fierce Construction
7122 Limestone Cay Road
Jupiter, Florida 33458

Dear Mike:

Thank you for the opportunity to present a replacement fire alarm system proposal for the **Town of Jupiter's Community Center** building.

Advanced Alarm Service Inc. is a thirty-three-year-old firm that has specialized in installation and maintenance of all aspects of electronic security protection and services, including integrated systems. We pride ourselves on service to our customers in a manner that separates us from the rest of the industry.

Fire Detection Alarm Systems

All fire alarm systems fall under the responsibility of NFPA (National Fire Protection Administration), NEC (National Electric Code) and the Florida Building Code. These are administered and inspected by a combination of the Fire Plans Reviewer, the Fire Inspectors and/or Marshal, the Electrical Inspectors and even the Mechanical Inspectors within each given Municipality. The State of Florida adopted the 2019 edition of NFPA 72 Fire Alarm Code, released as the 2023 Florida Fire Prevention Code and the 2021 edition of NFPA 101 Life Safety Code wholly incorporated into the 2023 Florida Building Code.

We propose to provide a new fire alarm system that is fire code compliant and can transmit alarm events to a central monitoring facility. We have used the Edwards Systems iO1000 addressable fire alarm control panel with a stand-alone voice evacuation control and associated devices to put this upgraded system together. Listed on the following page you will find the control, communication, initiating and notification components as required for the fire alarm, based upon the device counts on the original fire alarm drawings you provided us.

Town of Jupiter, Community Center Building

Page 2

DESCRIPTION OF ITEM	MANUFACTURER	PART #	QTY
FIRE ALARM SYSTEM - TURN-KEY			
CONTROL PANEL & DIALER	EDWARDS	iO1000GD	1
12V 9AH BATTERIES			2
HARDWIRE SURGE PROTECTOR	SPACE AGE	E120V-GT	1
MULTI-FUNCTION FIRE CABINET	EDWARDS	MFC-A	1
SNAP-TRACK - 3 MODULES	DITEK	DTK-3MB	2
SURGE PROTECTOR - 2 PAIR MODULE	DITEK	2MHLP24B	6
GSM RADIO FA	NAPCO	SLE-MAX2	1
CONTROL MODULE VOICE EVACUATION	EDWARDS	SIGA-CC1	1
VOICE EVACUATION PANEL 100 WATT	EDWARDS	ANS100MDR2	1
AMP SPLITTER - 4 ZONE CLASS B	EDWARDS	ANSZM4B2A	1
12V 7AH BATTERIES			2
HARDWIRE SURGE PROTECTOR	SPACE AGE	E120-GT	1
ADDRESSABLE SMOKE DETECTORS	EDWARDS	SIGA-OSD	19
SOUNDER BASES LF W/TRIM SKIRT	EDWARDS	SIGA-AB4G-LF	2
DETECTOR BASES W/ TRIM SKIRT	EDWARDS	SIGA-SB4	17
ADDR DUCT SMOKE DETECTORS	EDWARDS	SIGA-DDOS	20
DUCT SAMPLING TUBE 42"	EDWARDS	SD-T42	20
TEST SWITCHES	EDWARDS	SD-TRK	20
MONITOR MODULES - PULL STATIONS	EDWARDS	SIGA-CT1	18
CONVENTIONAL PULL STATIONS	FIRELITE	BG12SL	18
MONITOR MOD'S SPRINKLER DEVICES	EDWARDS	SIGA-CT1	9
TIE INTO FLOW SWITCHES			1
TIE INTO TAMPER SWITCHES			6
TIE INTO BACKFLOW SWITCHES			1
TIE INTO PIV SWITCH			1
MONITOR MODULES FIRE PUMP	EDWARDS	SIGA-CT1	3
TIE INTO FIRE PUMP			1
MULTI-FUNCTION FIRE CABINET	EDWARDS	MFC-A	1
UNIVERSAL I/O MOTHERBOARD	EDWARDS	SIGA-UIO2R	1
DUAL INPUT MODULE - UIO MOUNT	EDWARDS	SIGA-MCT2	2
TIE INTO GENERATOR			1
CONTROL MODULES ELEVATOR RECALL	EDWARDS	SIGA-CR	3
TIE INTO ELEVATOR CONTROLLER			1
MONITOR MODULE FOR KITCHEN HOOD	EDWARDS	SIGA-CT1	1
TIE INTO KITCHEN HOOD			1
CONTROL MODULE FOR POWER SUPPLY	EDWARDS	SIGA-CC1S	1
REMOTE POWER SUPPLY - 6 AMP	EDWARDS	BPS6A	1
12V 7AH BATTERIES			2
HARDWIRE SURGE PROTECTOR	SPACE AGE	E120-GT	1
STROBE LIGHTS LED 15-110CD WALL	EDWARDS	G4VRF	20
SPEAKER/STROBES LED 15-110CD WALL	EDWARDS	G4SVRF	56
UNIVERSAL MOUNTING PLATES - 10 PK	EDWARDS	GRSW-10	7.6
SPEAKER/STR 15-115CD LED WP RED	EDWARDS	WGSVMRF	1
WP BACK BOX	EDWARDS	74347U	1
METAL LOG BOOK ENCLOSURE	SPACE AGE	SSU00690	1

The turn-key system listed on the previous page includes providing sealed engineered fire alarm shop drawings, with all appropriate calculation pages and submittals required for permit submission, providing and installing all wire*, providing and installing all listed components, system programming, certification, testing, Municipal Inspection and Third-Party Verification (UL or ETL) Certificate.

*Advanced Alarm will be repurposing the existing fire alarm wire into this replacement system. This wire will be treated as “new” under our warranty program.

Your firm shall be responsible for providing fire caulking and 120vac power, if required and as specified by Advanced Alarm.

Advanced Alarm shall provide wiring for the elevator controller, kitchen hood and generator connections, all required termination of this wiring shall be by others.

This proposal does not include providing a high lift or oversized ladder, all costs associated with a lift or ladder rental shall be in addition to the purchase price listed.

Should the Authority Having Jurisdiction (AHJ) determine, whether during plan review or while on site, that additional fire alarm devices are required, all costs associated with providing and installing such additional equipment, including revised engineering, shall be in addition to the base investment quoted herein.

The pricing listed does not include actual municipal permit or inspection fees. Such fees shall be invoiced separately with direct pass-through pricing.

Wireless Fire Alarm Communication

Fire alarm systems typically require connection to two (2) analog type telephone lines for alarm transmission. These telephone lines, provided by you, the end user, are frequently costly and often troublesome.

To eliminate the need for these lines, this proposal includes a wireless transceiver. This unit connected to your fire alarm system, uses the maintenance channel of a national cellular network to send fire alarm event transmission with LTE protocol working over 5G networks.

Note:

1. Should the site conditions require remoting the GSM antenna for proper reception, your firm shall be responsible for all costs to provide and install a remote antenna and cabling, these costs vary depending on the distance required from the GSM radio to the final antenna location.

FIRE ALARM SYSTEM – Turn Key

Your Total Purchase Investment (Tax Included)..... \$65,350.00

We thank you again for the opportunity to present this information. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Mark Sacharow

Mark Sacharow
Advanced Alarm Service, Inc.

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name: Community Center Renovations and Rehabilitation		Department: Engineering
Link to Strategic Plan/Strategic Result: Organizational Excellence	Project #: E2001	Projected In-Service Date: 2028
Project Description and Justification: Project Description: This project provides planning, engineering and construction for facility renovations and equipment replacement. The planned renovations consist of mechanical system replacements, chiller and penthouse a/c replacement, fire sprinkler system piping repairs/replacement, gas water heater replacement, future window replacement, ADA modifications, replacement of the flooring in the multipurpose gym, carpet replacement in the main ballroom/auditorium, basketball goal control replacements, and exterior door replacements. Justification: The Community Center reached a 20-year service life in 2022. As the facility has aged, the Town is planning major equipment replacement and other rehabilitative work to maintain the facility in a first class condition.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Planning/Design: Energy calculations for air conditioning replacement/installation Construction: Replace and install electrical room air conditioning	\$10,000 \$60,000
2026	Planning/Design: Design services for preparing Construction Documents Construction: Construction of various ADA modifications and building improvements	\$65,000 \$415,000
2027	Planning/Design: Design services for preparing Construction Documents Construction: Construction window replacements and air handler replacements	\$80,000 \$950,000
2028	Planning/Design: Design services for preparing Construction Documents Construction: Construction flat root coating, gutter, and metal roof replacement	\$50,000 \$1,875,000
2029		
Project Photo(s) / Map of Location		
		



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Chief Financial Officer

From: Robert Rounds, Procurement Manager *Robert Rounds*

Date: August 5, 2026

Re: Procurement Review – Work Order No. 15 Contract EPW 2025-34D
Fierce Construction, LLC for the Community Center Fire Panel
Replacement in the amount of \$81,143.

After reviewing the documents associated with the request to issue Work Order No. 15 to Fierce Construction LLC from contract EPW 2025-34D for the Community Center Fire Panel Replacement in the amount of \$81,143. I have found that the request meets all procurement requirements including Florida Statue 287.055 for continuing contracts.

Work Order No.15 to Fierce Construction LLC, complies with all Federal, State, County, and local Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Annual License Renewal for Sentinel One Endpoint Detection and Response



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving a Purchase Order for Sentinel One Endpoint Detection and Response in the amount of \$64,416.

EXECUTIVE SUMMARY

Requesting approval to award a purchase order to World Wide Technology (WWT) in the amount of \$64,416 for the renewal of the Sentinel One Singularity Endpoint Security Subscription Service licenses currently in use by the Town to provide enhanced endpoint detection and response capabilities using contract #R250610 (Region 4 ESC OMNIA Partners) at a 2% negotiated discount. Endpoints affected by the subscription include: all Town managed PCs, servers, and mobile laptops.

ANALYSIS

The Information Systems Department adopted the Sentinel One EDR Platform through Value Added Reseller (VAR) World Wide Technology on July 19, 2022. Since that time, the system has performed well, meeting all expectations and standards of endpoint detection, response and hardening the Town's cybersecurity protection. Keeping the Singularity Endpoint Security product under annual maintenance is an important component of a robust disaster recovery and cyber resiliency program leveraging AI and automation to protect endpoints and other Town assets against cyber threats, data corruption, loss of facilities, and/or ransomware.

Originally purchased through WWT using the pre-negotiated OMNIA Partners contract, continued use of this contract, in effect through 02/28/2029, will provide financial savings to the Town.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. World Wide Technology Quote # 7815492.4
2. Award of Contract # R250610
3. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
----------------------------	---------------	--------------------------

Total Amount of Request	\$64,416	--
Amount Approved in Budget	\$64,416	00125213-554000, IS Infrastructure, Books, Dues, Pubs, Subscriptions

For more information or copies of the attachments, please contact Karl Craig at karlc@jupiter.fl.us or 561-741-2221.



Sales Quotation

Quote # 7815492.4
 Quote Date MAY-15-2026
 Expiration Date AUG-07-2026
 Quote Name Sentinel One 08/11/26 - 08/10/27
 OMNIA Partners Technology Solutions 2.0
 Contract OMNIA / R250610
 Exp Date: 02/28/2029

Submitted By

ISR Ashley Welton
 (314) 301-2752
 Ashley.Welton@wwt.com

Submitted To

Town of Jupiter Florida
 Daniel Baird
 561-746-5134
 danielb@jupiter.fl.us

Issue PO To

World Wide Technology, LLC.
 1 World Wide Way
 Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
Sentinel One 08/11/26 - 08/10/27					
1	S1-CMPAI-EN-S1	SENTINELONE, INC.	547	\$66.25	\$36,238.75
	Description: Singularity Complete (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Annual Purple Query, Standard Support Plan S1-CMPAI-EN-S1 Partner Agreement: OMNIA -- Partners Technology Solutions 2.0 / OMNIA / R250610				
2	S1-CMPAI-CW-S1	SENTINELONE, INC.	102	\$71.86	\$7,329.72
	Description: Singularity Complete Cloud Workload Security (Per Server). EPP + EDR, with NGAV, Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Annual Purple Query, Standard Support Plan S1-CMPAI-CW-S1 Partner Agreement: OMNIA -- Partners Technology Solutions 2.0 / OMNIA / R250610				
3	SP-RGR-ND-S1	SENTINELONE, INC.	649	\$31.26	\$20,287.74
	Description: Singularity Network Discovery (per Endpoint). Enterprise-wide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents, 1 Yr, SLED SP-RGR-ND-S1 Partner Agreement: OMNIA -- Partners Technology Solutions 2.0 / OMNIA / R250610				
4	PF-PLT-FF-S1	SENTINELONE, INC.	1	\$559.45	\$559.45
	Description: Singularity Platform. Access to the Singularity Platform which includes up to 10 GB of Data Ingest Per Day. PF-PLT-FF-S1 Partner Agreement: OMNIA -- Partners Technology Solutions 2.0 / OMNIA / R250610				

TOTALS	
Subtotal	\$64,415.66
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price	\$64,415.66

This quote is WWT Confidential Information.

This Quote shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

Visit: <https://www.sentinelone.com/legal/master-subscription-agreement/>

Use of all products and original manufacturer ("OEM") services resold by Seller WWT hereunder are governed by either the license agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard end user license and support agreements as provided by the OEM. WWT acknowledges that all such separate terms and conditions, rights and responsibilities by and between OEM and Customer will pass to any order placed by Customer hereunder. Customer acknowledges that WWT is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of all license support claims or obligations related to the product and OEM services, but may request assistance from WWT with their claim, which assistance WWT shall use commercially reasonable efforts to provide.

Notwithstanding any terms in place between Customer and WWT, WWT reserves the right to modify pricing (including quotes) any time prior to shipment/delivery of the product and/or services whether due to shortage of materials or products, increase in costs from the OEM or Distributors, pricing or other error, currency and exchange rate fluctuations, new tariffs or duties, or other factors beyond WWT's control. Orders under this Quote are subject to WWT's acceptance. Acceptance of one Order is independent from acceptance of any other Order. An accepted order is hereinafter referred to as an "Order." Orders are subject to availability and are cancellable only by WWT except as expressly permitted with WWT's written approval. Any variation to an accepted Order must be agreed in writing between Customer and WWT. In addition, WWT may cancel Orders due to shortage of products or materials, increases in the costs of manufacturing, or any event beyond WWT's control.

Unless expressly stated herein, prices do not include, and Customer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products resold hereunder may only be returned in accordance with the original manufacturer's RMA policy.

All delivery dates are approximate and not guaranteed.

Unless otherwise agreed to by WWT as part of an executed agreement or as stated herein, products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2020). Title and risk of loss will transfer to customer at the named place herein. Unless otherwise agreed in writing, payment terms are net 30 from date of WWT invoice., Unless WWT and Customer have an executed agreement in place, the products and services quoted hereunder are provided to Customer in accordance with WWT's standard terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. California charges an Electronic Waste Fee for Monitor disposal.

In the event of increased OEM Products costs due to circumstances beyond WWT's control, including but not limited to tariffs or duties becoming effective, or changes in government regulations affecting the cost of OEM Products, WWT reserves the right to adjust our prices accordingly. WWT will timely communicate such pricing adjustments to Customer.

Due to the current market volatility regarding pricing and part shortages, WWT reserves the right to adjust pricing as needed to accommodate these fluctuations.

March 1, 2026

Gregory Brush
Vice President – Public Sector
World Wide Technology, LLC
1 World Wide Way
St. Louis, MO 63146
Greg.brush@wwt.com

Re: Award of Contract # R250610

Dear Gregory Brush:

Per official action taken by the Board of Directors of Region 4 Education Service Center on February 24, 2026, we are pleased to announce that World Wide Technology, LLC has been awarded a three (3) year contract, contingent upon successful negotiations, if needed, for the following, based on the online proposal RFP# 25-06 opened on August 7, 2025:

Commodity/Service

Supplier

Technology Solutions, Products,
And Services

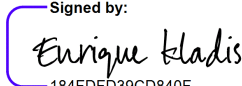
World Wide Technology, LLC

This contract is effective March 1, 2026, and will expire on February 28, 2029. As indicated above, your contract number is R250610. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and World Wide Technology, LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:

184FDFD39CD840F...
Enrique Kladis
Procurement Director

Region 4 Education Service Center

Contract # R250610

for

Technology Solutions, Products and Services

with

World Wide Technology, LLC

Effective: March 1, 2026

The following documents comprise the executed contract effective:
March1, 2026

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference
- III. Original RFP

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of February 24, 2026, by and between World Wide Technology, LLC ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Technology Solutions, Products and Services("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-06 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name World Wide Technology, LLC

Address 1 World Wide Way

City/State/Zip St. Louis, Mo 63146

Telephone No. 314-569-7000

Email Address greg.brush@wwt.com

Printed Name Gregory Brush

Title Vice President - Public Sector

Authorized signature 

Accepted by Region 4 ESC:

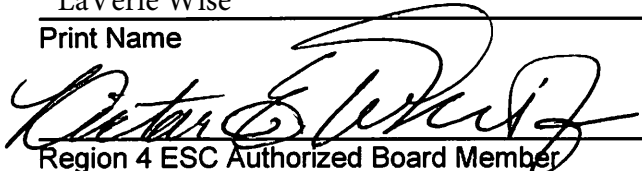
Contract No. R250610

Initial Contract Term 3/1/2026 to 2/28/2029


Region 4 ESC Authorized Board Member

2/24/2026
Date

LaVerie Wise
Print Name


Region 4 ESC Authorized Board Member

2/24/2026
Date

Victor E. White
Print Name

WT Product Pricing for Contract # R250610 Technology Solutions, Products and Service

OEM/Brand	Participating Category	OEM/Brand Discount Categories	Minimum Discount from MSRP/List
Arms	B - Software and Licensing	Arms	
	Operating systems (Windows, macOS, Linux)	Software as a Service (SaaS)	5%
	Productivity suites (Microsoft 365, Google Workspace)		
	Security software (antivirus, EDR, firewalls, DLP)		
	Virtualization and containerization platforms		
	Database, ERP, CRM, and business applications		
	Software asset management and license compliance services		
	F - Emerging and Innovative Technologies		
	Artificial Intelligence (AI) and machine learning applications		
	Internet of Things (IoT) devices and platforms		
	Edge computing, blockchain, and RPA		
	Smart city and smart campus solutions		
AWS	C - Cloud Solutions	AWS	
	Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS)	Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS)	5%
	Cloud migration and modernization services		
	Cloud storage and backup solutions		
	Cloud-based security and compliance tools		
Cisco Systems	A - IT Hardware and Peripherals	Cisco Systems	
	Desktop, Laptops, tablets, mobile devices	Hardware and Software (on premise)	35%
	Servers (rack, tower, blade), storage systems, and backup appliances	Cloud Services	10%
	Networking hardware (switches, routers, firewalls, access points)	Service Packages (I.e., Maintenance, etc.)	10%
	Monitors, input devices, cables, and accessories	Training	0%
		Non-SOW Cisco Services (I.e. Advanced, etc.)	0%
	B - Software and Licensing		
	Operating systems (Windows, macOS, Linux)		
	Productivity suites (Microsoft 365, Google Workspace)		
	Security software (antivirus, EDR, firewalls, DLP)		
	Virtualization and containerization platforms		
	Database, ERP, CRM, and business applications		
	Software asset management and license compliance services		
Cloudflare	B - Software and Licensing	Cloudflare	
	Operating systems (Windows, macOS, Linux)	Software as a Service (SaaS)	5%
	Productivity suites (Microsoft 365, Google Workspace)		
	Security software (antivirus, EDR, firewalls, DLP)		
	Virtualization and containerization platforms		
	Database, ERP, CRM, and business applications		
	Software asset management and license compliance services		
Cohesity	B - Software and Licensing	Cohesity	
	Operating systems (Windows, macOS, Linux)	Software as a Service (SaaS)	5%
	Productivity suites (Microsoft 365, Google Workspace)		
	Security software (antivirus, EDR, firewalls, DLP)		
	Virtualization and containerization platforms		
	Database, ERP, CRM, and business applications		
	Software asset management and license compliance services		
	C - Cloud Solutions		
	Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS)		
	Cloud migration and modernization services		
	Cloud storage and backup solutions		
	Cloud-based security and compliance tools		
Cribl	F - Emerging and Innovative Technologies	Cribl	
	Artificial Intelligence (AI) and machine learning applications	Software as a Service (SaaS)	2%
	Internet of Things (IoT) devices and platforms		
	Edge computing, blockchain, and RPA		
	Smart city and smart campus solutions		
Crowdstrike	B - Software and Licensing	Crowdstrike	
	Operating systems (Windows, macOS, Linux)	Software as a Service (SaaS)	5%
	Productivity suites (Microsoft 365, Google Workspace)		
	Security software (antivirus, EDR, firewalls, DLP)		
	Virtualization and containerization platforms		
	Database, ERP, CRM, and business applications		
	Software asset management and license compliance services		
	C - Cloud Solutions		
	Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS)		
	Cloud migration and modernization services		
	Cloud storage and backup solutions		
	Cloud-based security and compliance tools		
Dataminr	F - Emerging and Innovative Technologies	Dataminr	
	Artificial Intelligence (AI) and machine learning applications	Software as a Service (SaaS)	2%
	Internet of Things (IoT) devices and platforms		
	Edge computing, blockchain, and RPA		
	Smart city and smart campus solutions		
Google	B - Software and Licensing	Google	
	Operating systems (Windows, macOS, Linux)	Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS)	5%
	Productivity suites (Microsoft 365, Google Workspace)	On-Premises	3%
	Security software (antivirus, EDR, firewalls, DLP)		

OEM/Brand	Participating Category	OEM/Brand Discount Categories	Minimum Discount from MSRP/List
	Virtualization and containerization platforms Database, ERP, CRM, and business applications Software asset management and license compliance services C - Cloud Solutions Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) Cloud migration and modernization services Cloud storage and backup solutions Cloud-based security and compliance tools		
Microsoft	B - Software and Licensing	Microsoft	
	Operating systems (Windows, macOS, Linux) Productivity suites (Microsoft 365, Google Workspace) Security software (antivirus, EDR, firewalls, DLP) Virtualization and containerization platforms Database, ERP, CRM, and business applications Software asset management and license compliance services C - Cloud Solutions Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) Cloud migration and modernization services Cloud storage and backup solutions Cloud-based security and compliance tools	On-Prem Applications & Server Products 6.50% Cloud Service Applications 6.50%	
NetApp	A - IT Hardware and Peripherals	NetApp	
	Desktop, Laptops, tablets, mobile devices Servers (rack, tower, blade), storage systems, and backup appliances Networking hardware (switches, routers, firewalls, access points) Monitors, input devices, cables, and accessories	Servers and Storage 16.35% Product Codes: A, B, C, D, D1, D2, E, F1, F2, F3, G1, G2, H, J, K, L, M, N Product Cloud Services & Related Services 1% Product Code: Y Support and Professional Services 16.35% Product Code: P, R, R1, R2, R3, R4, R5, S, T, T1, T2, V, W	
NVIDIA	A - IT Hardware and Peripherals	NVIDIA	
	Desktop, Laptops, tablets, mobile devices Servers (rack, tower, blade), storage systems, and backup appliances Networking hardware (switches, routers, firewalls, access points) Monitors, input devices, cables, and accessories F - Emerging and Innovative Technologies Artificial Intelligence (AI) and machine learning applications Internet of Things (IoT) devices and platforms Edge computing, blockchain, and RPA Smart city and smart campus solutions	NVIDIA on-prem HW and Software 3% NVIDIA Cloud 3% NVIDIA Services 0% vGPU Subscriptions 3% DGX Support and vGPU Support, upgrades, and maintenance renewals 3% NVAIE and Omniverse renewals 3%	
Okta	B - Software and Licensing	Okta	
	Operating systems (Windows, macOS, Linux) Productivity suites (Microsoft 365, Google Workspace) Security software (antivirus, EDR, firewalls, DLP) Virtualization and containerization platforms Database, ERP, CRM, and business applications Software asset management and license compliance services	Software as a Service (SaaS) 5%	
Palo Alto Networks	A - IT Hardware and Peripherals	Palo Alto Networks	
	Desktop, Laptops, tablets, mobile devices Servers (rack, tower, blade), storage systems, and backup appliances Networking hardware (switches, routers, firewalls, access points) Monitors, input devices, cables, and accessories B - Software and Licensing Operating systems (Windows, macOS, Linux) Productivity suites (Microsoft 365, Google Workspace) Security software (antivirus, EDR, firewalls, DLP) Virtualization and containerization platforms Database, ERP, CRM, and business applications Software asset management and license compliance services	Hardware 20% Subscriptions 15% Support 10% Professional Services 0%	
Pure Storage	A - IT Hardware and Peripherals	Pure Storage	
	Desktop, Laptops, tablets, mobile devices Servers (rack, tower, blade), storage systems, and backup appliances Networking hardware (switches, routers, firewalls, access points) Monitors, input devices, cables, and accessories	All Hardware Products 37% All Related Services 6%	
Tanium	B - Software and Licensing	Tanium	
	Operating systems (Windows, macOS, Linux) Productivity suites (Microsoft 365, Google Workspace) Security software (antivirus, EDR, firewalls, DLP) Virtualization and containerization platforms Database, ERP, CRM, and business applications Software asset management and license compliance services C - Cloud Solutions Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) Cloud migration and modernization services Cloud storage and backup solutions Cloud-based security and compliance tools	Conferences 4% Appliances 4% Software as a Service (SaaS) 4% Modules 4% Training 4% Tanium as a Service (TaaS) 4% Support 4%	
Zscaler	B - Software and Licensing	Zscaler	

			Minimum Discount from MSRP/List
OEM/Brand	Participating Category	OEM/Brand Discount Categories	
	Operating systems (Windows, macOS, Linux)	Software as a Service (SaaS)	5%
	Productivity suites (Microsoft 365, Google Workspace)	On-Premises	3%
	Security software (antivirus, EDR, firewalls, DLP)		
	Virtualization and containerization platforms		
	Database, ERP, CRM, and business applications		
	Software asset management and license compliance services		
	C - Cloud Solutions		
	Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS)		
	Cloud migration and modernization services		
	Cloud storage and backup solutions		
	Cloud-based security and compliance tools		
All Others	All other OEMs available from WWT	All other OEMs available from WWT	2%
Pricing is a Minimum Discount from MSRP/List			
WWT is offering products that align with Categories A - IT Hardware and Peripherals, B - Software and Licensing, C - Cloud Solutions, F - Emerging and Innovative Technologies Please see WWT Services pricing for Categories D - Professional and Consulting Services, E - Managed and Support Services			



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Robert Rounds, Procurement Manager *Robert Rounds*

Date: August 7, 2026

Re: Procurement Review – Approval of a purchase order for an annual renewal of the SentinelOne Singularity Endpoint Security Subscription Service licenses using contract #R250610 Omnia Partners for \$64,416.

Upon review of a purchase request to use Omnia Contract #R250610 with World Wide Technology (WWT) for the annual renewal of SentinelOne Singularity Endpoint Security Subscription Service licenses, I have found that the procurement meets all requirements of F.S 255.20.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Purchase Order for a JFRD Ambulance and Stryker Powerload System



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approving a purchase order with Ten-8 Fire & Safety for the purchase of an ambulance in the amount of \$381,077.

EXECUTIVE SUMMARY

Fire Rescue staff is requesting the Town Council's authorization for the purchase of a reserve ambulance, equipped with a Stryker Powerload System, based on the (FSA-VEF19.0) contract. Funding will come from General Fund reserves in the amount of \$381,077.

A 2026 Braun Chief XL ambulance, built on a 2026 Ford F-550 diesel chassis and equipped with a Stryker Powerload System, is available from Ten-8 Fire & Safety. The pricing for this vehicle is determined by the specifications outlined in the Florida Sheriffs Association Cooperative Purchasing Contract (FSA-VEF19.0). This vehicle is priced slightly higher than the attached contract base price due to its 4x4 off-road capabilities and its availability for purchase on the lot today.

This unit will function as a reserve ambulance, which is essential for maintaining constant readiness. This setup allows us to deploy a fourth ambulance if we have additional staff on duty or if one of our frontline ambulances is out of service due to mechanical issues or preventive maintenance. Additionally, this ambulance will serve as the primary detail unit for planned town events, festivals, and private events, ensuring we can meet the community's needs when required.

ANALYSIS

In accordance with the Town's Purchasing Policy, the ambulance will be purchased and equipped with a Stryker Powerload System based on the Florida Sheriffs Association Cooperative Purchasing Contract (FSA-VEF19.0), which covers Fire & Rescue Vehicles, Boats, and Equipment. The contract is effective from April 1, 2025, to March 31, 2027. The FSA conducts a thorough competitive bidding process. Attached is a copy of the vehicle pricing, which includes the Stryker Powerload System. Funding for this purchase will come from General Fund reserves in the amount of \$381,077.

The Town Council's approval will authorize a purchase order with Ten-8 Fire & Safety for the purchase of a reserve ambulance for \$381,077.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Pricing for Ambulance & Stryker Powerload System Ten-8 (Excerpt)
2. Pricing FSA Cooperative Purchasing Program (Excerpt)
3. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Total Amount of Request	\$381,077	001-380000 General Fund Reserves
Amount Approved in Budget	\$	
Additional Amount Requested	\$	
Future Fiscal Years	Amount	Funding Source(s)
Future Year Funding	\$	

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

**Equipment Proposal****Proposal # 08032026**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: August 3, 2026 ("Proposal Date")**Customer:** Town of Jupiter Fire Rescue ("Customer")**Customer Address:** 210 Military Trail, Jupiter, FL 33458

Qty	Product Description & Options	Price
1	2026 Braun Chief XL ambulance, built on a 2026 Ford F550 Diesel chassis, per the attached specifications and drawings. Unit #10013.	\$348,488.00
1	Stryker Powerload System	\$32,589.00
	*Pricing based on Florida Sheriff's Association Contract #FSA-VEF19.0, item #222	
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$381,077.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 1-2 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Truck is completed and at Ten-8, Horn Lake, MS.

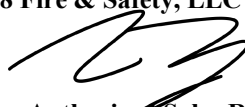
Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Town of Jupiter Fire Rescue**Ten-8 Fire & Safety, LLC**

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Michael Day**

Date: _____

Date: **August 3, 2026**

FSA Cooperative Purchasing Program



FSA25-VEF19.0: Fire & Rescue Vehicles, Boats & Equipment Contract Packet



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

NOTICE OF FINAL AWARD CONTRACT FSA25-VEF19.0 Fire & Rescue Vehicles, Boats & Equipment

Date: April 1, 2025

To: All Prospective Bidders and Purchasers

From: Matt Dunagan, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration

Re: **Contract Number FSA25-VEF19.0 Fire & Rescue Vehicles, Boats & Equipment: Contract Awards**

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Fire & Rescue Vehicles, Boats & Equipment. **This contract is in effect beginning April 1, 2025, through March 31, 2027.**

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Award for contract FSA25-VEF19.0 Fire & Rescue Vehicles, Boats & Equipment. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Airport Rescue Fire Fighting Apparatus (ARFF)
- Emergency Transport Utility Vehicles
- Fire Apparatus – Initial Attack
- High Water Rescue Vehicle – Amphibious
- High Water Rescue Vehicle – Non-Amphibious
- High Water Rescue Vehicle – UTV
- Mid Mounted Aerial Apparatus
- Mid Mounted Aerial Platform
- Mobile Command Unit
- Mobile Water Supply Fire Apparatus – Single or Dual Axle
- Outboard Engines
- Pumper Commercial 2-Door
- Pumper- Electric (EV)
- Pumper – Level 1 Custom 4-Door Chassis
- Pumper – Level 2 Custom 4-Door Chassis
- Rear Mounted Aerial Apparatus
- Rear Mounted Aerial Platform

- Rescue Apparatus – Heavy
- Rescue Appartus – Medium
- Resue Apparatus – Walk-In
- Tractor-Drawn Aerial Apparatus
- Type I Ambulance: 4x2 Wheel Drive (4x4 Option), Medium Duty, Diesel Engine (Gas Engine Option)
- Type I Ambulance: 4x2 Wheel Drive (4x4 Option), Regular Cab, Diesel Engine (Gas Engine Option)
- Type II Ambulance: 4x2 Wheel Drive, Van, Gas or Diesel Engine
- Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Gas or Diesel Engine
- Wildland Fire Apparatus

The competitive process for this award began in August 2024, when FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding vehicle and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on August 26, 2024, and within the Florida Administrative Register on August 26, 2024, and October 3, 2024.

From the ITB, 33 bidders completed the pre-bid process. Of these respondents, 13 submitted bids. 10 responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

1. ETR, L.L.C.
2. Excellance, Inc.
3. Love Power Equipment, Inc.
4. Matheny Fire & Emergency
5. Ring Power Corporation
6. Sherp USA
7. South Florida Emergency Vehicle
8. Ten-8 Fire & Safety, LLC

9. Toyne, Inc.
10. Warrior Brush Trucks

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program



FSA25-VEF19.0: Fire & Rescue Vehicles, Boats & Equipment Final Award Report

Bid Award

Contract: FSA25-VEF19.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Type I Ambulance: 4x2 Wheel Drive (4x4 Option), Medium Duty, Diesel Engine (Gas Engine Option)

Item: 199, Braun, Chevrolet CV5500 Chief XL, N/A

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Lead Time	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	\$335,695.00	28 months	Build



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: August 10, 2026

To: Honorable Mayor and Member of Town Council

Thru: Frank Kitzerow, Town Manager

From: Scott Reynolds, Chief Financial Officer *Robert Rounds*

Re: Procurement Review – Authorization to Piggyback the Florida Sheriff's Association Contract #FSA-VEF19.0, item #222 for the purchase of a 2026 Braun Chief XL ambulance F550 Diesel and a Stryker Powerload System in the amount of \$381,077.

After reviewing the documents associated with the request to enter into a piggyback contract with Braun from the Florida Sheriff Association Contract #FSA-VEF19.0, 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
Purchase Order for Water Quality Sampling Stations



DATE	August 18, 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 Ferguson Enterprises, LLC (d.b.a. Ferguson Waterworks) for Distribution System Water Quality Sampling Stations and Materials (W2120A) in the amount of \$97,552.

EXECUTIVE SUMMARY

Town Council's approval is requested for a purchase order for Ferguson Enterprises LLC (d.b.a. Ferguson Waterworks), in the amount of \$97,552 to furnish and deliver sixty-five distribution system water quality sampling stations and associated water service materials.

A multi-year Community Investment Program (CIP) project to install one hundred and thirty water quality sampling stations within the Town's water distribution system was adopted in 2025 and 2026, and the last year of funding is proposed in 2027. Compliance monitoring of the water distribution system is a regulatory requirement that has historically been performed using private hose bibs, which are easily contaminated by dirt, grime, and other deposits and are not representative of water quality in the Town's water distribution system. Sample stations installed under this project will increase testing reliability and consumer confidence, ensuring regulatory compliance and minimizing costs and time associated with resampling and notification. To date, fifty-three stations have been installed and are operational. Materials for twelve additional stations are on hand and will be installed soon. Procurement of the remaining sixty-five stations included in this request will provide the materials necessary to complete the CIP project.

An Invitation to Bid for the procurement of water quality sampling stations and materials (W2120A) was publicly advertised on July 5, 2026, in accordance with the Town's Procurement Policy and Florida Statutes. On July 27, 2026, three sealed bids were received and opened publicly. The lowest responsive bid was submitted by Ferguson Waterworks ("Ferguson") for a total bid amount of \$97,552. The next lowest bid was \$722 more than Ferguson's bid, indicating competitiveness of the bids received. The 3rd bid was incomplete and deemed to be non-responsive. A detailed bid tabulation is provided as an attachment. Ferguson's bid was reviewed and found to be responsive to the bid requirements.

Funding for this purchase order was appropriated in FY 2026 and is available in the Distribution System Water Quality Sampling Stations (W2120) CIP project budget. Additional funding to complete the project is proposed in the FY 2027 CIP as presented in the attached project budget. The balance remaining after this purchase and funds budgeted in FY 2027 will be used to complete sample station installations using the Town's existing competitively bid construction contracts.

ANALYSIS

A competitive solicitation was publicly advertised in accordance with the Town's Procurement Policy and Florida Statutes for the purchase of sixty-five water sampling stations and associated water service materials. A review of the lowest bid, submitted on July 27, 2026, by Ferguson Waterworks concluded that their bid is responsive to the bid requirements and suitable for a purchase order. Funds for this purchase were appropriated and are available in the Distribution System Water Quality Sampling Stations (W2120) CIP as presented in the attached project budget. The balance remaining in the budget and future funding will be used to install the stations using the Town's existing competitively bid construction contracts. Town Council's approval of this request will authorize staff to proceed with issuing a purchase order to Ferguson in the amount of \$97,552 to furnish and deliver the water quality sampling station materials.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Winning Bid Proposal
2. Bid Tabulation
3. CIP Sheet
4. Project Budget
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source
Amount of this Request	\$97,552	--
Approved in Budget	\$137,335	Distribution System Water Quality Sampling Stations CIP (40151033-563401-W2120)
Future Fiscal Years	Amount	Funding Source
Future Year Funding	\$100,000	FY 2027 CIP Distribution System Water Quality Sampling Stations (40151033-563401-W2120)

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

BID FORMS

Bidding Company Name: Ferguson Enterprises, LLC dba. Ferguson Waterworks

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, 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.

The undersigned, as bidder, hereby declares that they have carefully and to their full satisfaction examined the attached Instructions to Bidders, Bid Forms, Specifications, and other documents associated with this bid, and that they have read all addenda issued prior to the opening of bids; and that they have fully examined the materials and equipment contemplated by this bid 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 and deliver Kepfurle 66WC sampling stations, double strap tapping saddles, brass ball valves, brass bushings, brass adapters, cast iron valve boxes, brass elbows, polyethylene pipe, and other miscellaneous materials to be used for incorporation into the Owner's water distribution sampling stations.

It is proposed that the materials and equipment described herein shall be furnished and delivered for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the bid documents and resulting purchase order.

Note:

1. Bidder shall submit with their sealed bid product information for each type of material to be supplied as a result of this bid for Owner's review during evaluation of bids received.
2. The Town of Jupiter is exempt from paying sales and use tax in the State of Florida. Bid pricing should not include sales and use tax for items purchased in Florida.
3. Bidder shall include delivery costs in the Unit Prices for the Bid.

BID SCHEDULE OF VALUES

BIDDING COMPANY NAME: Ferguson Enterprises, LLC dba. Ferguson Waterworks

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

WATER QUALITY SAMPLING STATION MATERIALS (W2120A)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A. GENERAL BID ITEMS					
1	Kupferle 66WC Sample Station (Passivized and Powder Coated Green)	65	EA	\$735.00_____	\$47,775_____
2	EMS Marker Ball Type 1403—XR	65	EA	\$17.00_____	\$1,105.00_____
3	2" MIP x 2" FIP Ford Ball Valve (B81-777) W/ 2" Operating Nute (QT-67)	65	EA	\$330.00_____	\$21,450_____
4	2" MIP x 1" FIP Ford Brass Bushing	65	EA	\$10.00_____	\$650.00_____
5	1" MIP x 1" CTS Ford Brass Adapter (C84-44)	65	EA	\$20.00_____	\$1,600.00 \$1,300.00
6	4 ½" Two-Piece Screw Type Roadway Cast Iron Valve Box w/ Arched Bottom	65	EA	\$200.00_____	\$13,000_____
7	1" CTS x 3/4" FIP Ford Brass Adapter (C14-34)	65	EA	\$20.50_____	\$1,332.50_____
8	¾" MIP x ¾" FIP Street 90 Brass Elbow	65	EA	\$13.00_____	\$845.00_____
9	¾" MIP x ½" FIP Brass Bushing	65	EA	\$5.00_____	\$325.00_____
10	1" Polyethylene Pipe	700	LF	\$0.47_____	\$329.00_____
11	8"x2" Double Strap Saddle 202B-905-IP7 Style	12	EA	\$192.00_____	\$2,304.00_____
12	6"x2" Double Strap Saddle 202B-905-IP7 Style	12	EA	\$170.00_____	\$2,040.00_____
13	8"x2" Ford S-90 Series Tapping Saddle	16	EA	\$132.00_____	\$2,112.00_____
14	6"x2" Ford S-90 Series Tapping Saddle	24	EA	\$115.00_____	\$2,760.00_____
15	4"x2" Ford S-90 Series Tapping Saddle	2	EA	\$112.00_____	\$224.00_____

Total Bid Amount, (Item Nos. 1 - 15) = \$ 97,551.50 **\$97,551.50**

Total Bid Amount (Item Nos. 1 - 15) in Words: NINETY SEVEN THOUSAND, FIVE HUNDREDED FIFTY ONE DOLLARS AND 50/100__

BID ACKNOWLEDGEMENT

The undersigned agrees that all bid documents issued for this solicitation, including addenda, have been reviewed to provide a comprehensive bid. The undersigned acknowledges receipt of ____0____ (insert number) addenda for this bid.

The undersigned acknowledges that bid pricing includes delivery to the Town of Jupiter Utilities Field Operations office located at 3133 Washington Street, Jupiter, FL 33458.

The undersigned has submitted with this bid complete shop drawings for all items to be furnished as a result of this bid.

The undersigned acknowledges that the Town of Jupiter (Owner) is exempt from paying sales and use tax in the State of Florida and bid pricing does not include sales and use tax for those items purchased in Florida. Owner will provide their tax exemption certificate at the time the purchase order is issued.

The undersigned acknowledges that payments made by Owner will be made via electronic funds transfer ("EFT") and vendor will provide Owner with the information required to make EFT payments.

The undersigned, if awarded the bid, agrees to deliver the items contemplated by the bid without delay and upon receipt of a purchase order from Owner.

The undersigned acknowledges that payment will be made within 30 days of the Owner's receipt and acceptance of the materials/equipment, provided the materials/equipment are correct and in acceptable condition, at the Owner's sole discretion. The undersigned commits to furnish and deliver the materials/equipment contemplated and intended by the bid documents to the full satisfaction of Owner.

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PROCEED TO NEXT PAGE

The undersigned states that this bid is the only bid for this solicitation in which they have interest in and certifies that all of the information provided in this bid is true and correct.

SUBMITTAL DATE July 27, 2026

FIRM NAME Ferguson Enterprises, LLC dba. Ferguson Waterworks

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 54-1211771

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

SIGNATURE OF RESPONSIBLE OFFICIAL

Rob Pinkston

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Rob Pinkston / Senior Sales Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL rob.pinkston@ferguson.com

BUSINESS ADDRESS 3697 Interstate Park Road S. Riviera Beach, FL 33404

BUSINESS TELEPHONE 561-844-3222

STATE OF INCORPORATION Virginia

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

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

Kyle Butson, Outside Sales Representative, kyle.butson@ferguson.com, 772-332-4572

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 27th day of July, 2026 by Rob Pinkston of Ferguson Enterprises, LLC dba. Ferguson Waterworks, who [X] is personally known to me or [] has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]



Holly S. Kinis
NOTARY PUBLIC

66WC CUT SHEET

PARTS LIST				
ITEM	QTY	PART NUMBER	DESCRIPTION	NOTES
1	43.500 in	1/2SSP	1/2" S.S. PIPE	B,C
2	5.500 in	1ALB1	SHELF ALUMINUM SPACER (THIN)	
3	5.500 in	1ALB2	SHELF ALUMINUM SPACER (THICK)	
4	4	345-N	S.S. NUT FOR U-BOLT	
5	2.000 in	4 ALUM ANGLE	MOUNTING BRACKET	
6	1	418-B	BEVELED BIBB WASHER	
7	1	66S01	PETCOCK BODY	P
8	1	66S02	PETCOCK NUT	P
9	1	66S03	PETCOCK PLUNGER	P
10	1	66S04	HANDLE PIN	P
11	1	66S05	PETCOCK NOZZLE	P
12	1	66S06	NOZZLE (3/8")	C
13	1	66S07	O-RING (PACKING NUT)	
14	1	66S08	O-RING (PETCOCK PACKING NUT)	P
15	1	66S09	O-RING (STEM)	
16	1	66S10	O-RING (PETCOCK STEM)	P
17	1	66S11	HEADSTOCK (WARM CLIMATE)	
18	1	66S13	STEM (WARM CLIMATE)	
19	1	66S14	HANDLE/KNOB PIN	C
20	1	66S15	PACKING NUT	
21	1	66S16	HEADSTOCK TOP NUT	
22	4	66S17	FOAM STRIP	
23	9	66S18	SHORT AL RIVET	
24	4	66S19	LONG BRACKET RIVET	
25	2	66S20	S.S. U-BOLT FOR 1/2" PIPE	
26	2	66S21	HINGE 6in PREDRILLED	
27	1	66S22	PETCOCK CAP	C/P
28	1	66S23	ENCLOSURE LID	
29	1	66S24	ENCLOSURE DOOR	R
30	1	66S28	PLUNGER SCREW	
31	1	66S37	PADLOCK HASP	
32	1	66S38	PADLOCK EYE	
33	1	66S42	HANDLE	C
34	3	66S63	ENCLOSURE SHELF RIVET	
35	7	66S90	RIVET FOR HASP AND STRIKE PLATE	
36	48.000 in	6ALSQ	6" ALUMINUM ENCLOSURE	R
37	1	94-K	PLASTIC NOZZLE CAP	C
38	4	94S8	S.S. LOCK WASHER FOR U-BOLT	

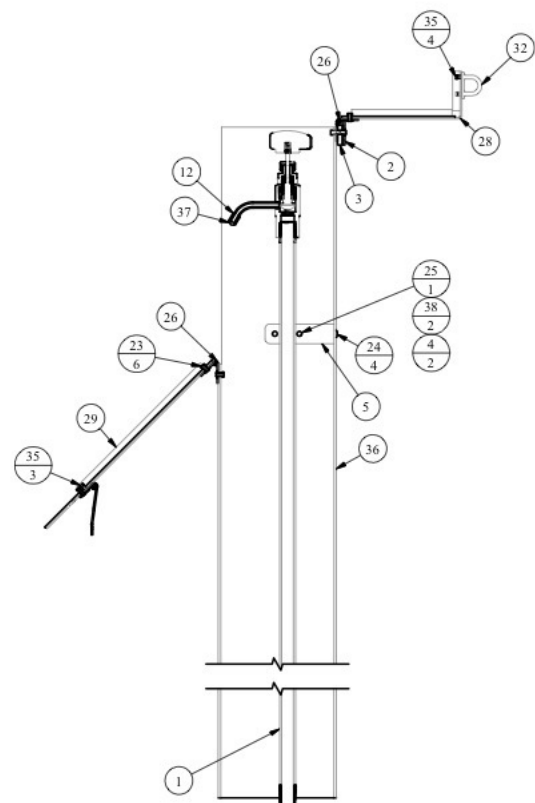
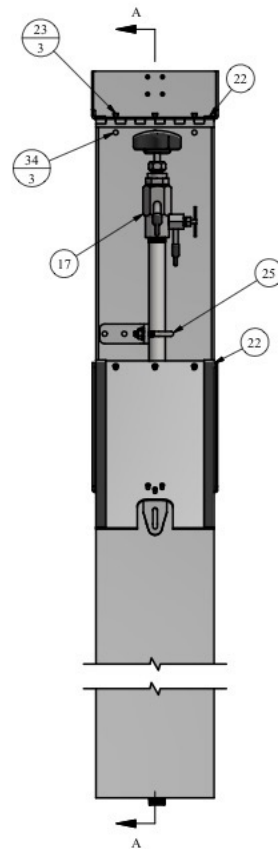
OPTIONAL PARTS LIST				
39	0	1 1/2AA	FLANGE FEET (3 RIVETS PER FOOT)	A,R
22	4	66S17	FOAM STRIP	
40	1	66S12	1/2" NOZZLE (OLD STYLE)	C,Q
41	1	66S35	NOZZLE CAP (1/2" OLD STYLE)	C

REPAIR KITS		
PART NUMBER	DESCRIPTION	PARTS INCLUDED
X66-DOOR	#66 ENCLOSURE DOOR COMPLETE	66S24 DOOR (1), 66S37 HASP (1), 66S90 HASP RIVET (3), 66S21 HINGE (.5), 66S18 HINGE RIVET (6)
X66-HEADSTOCK	HEADSTOCK ASSEMBLY COMPLETE	66S11 HEADSTOCK (1), 66S06 NOZZLE (1), 94-K CAP (1)
X66-HOUSING	#66 ENCLOSURE COMPLETE (NOTE 5)	66S23 LID (1), 66S37 HASP (1), 66S24 DOOR (1), 66S38 PADLOCK EYE (1), 66S21 HINGE (0.94 FEET), 66S18 SHORT RIVET (9), 4 ALUM ANGLE (0.2 FEET), 66S19 LONG RIVET (4), 66S17 TRIM (3 FEET), 6ALSQ ENCLOSURE (4 FEET), 1ALB1 SPACER (THIN) (0.42 FEET), 1ALB2 SPACER (THICK) (0.42 FEET), 66S63 SHELF RIVET (3), 66S90 HASP RIVET (7)
X66-LID	#66 ENCLOSURE LID COMPLETE	66S23 LID (1), 66S38 PADLOCK EYE (1), 66S21 HINGE (.5), 66S18 HINGE RIVET (3), 66S90 HASP RIVET (4), 66S63 SHELF RIVET (3)
X66-PETCOCK	STAINLESS STEEL PETCOCK ASSEMBLY	66S01 BODY (1), 66S02 NUT (1), 66S03 PLUNGER (1), 66S04 PIN (1), 66S05 NOZZLE (1), 66S22 CAP (1), 66S08 PACKING NUT O-RING (1), 66S10 PLUNGER O-RING (1)
X66-TOP SCREW	TOP SCREW ASSEMBLY COMPLETE	66S42 KNOB (1), 66S14 ROD PIN (1), 66S13 STEM (1), 66S15 PACKING NUT (1), 66S07 PACKING NUT O-RING (1), 66S16 TOP NUT (1), 66S09 STEM O-RING (1), 418-B SEAT RUBBER (1), 66S28 PLUNGER SCREW (1)
X66WCRK	#88WC-SS, #66WC, & #66MB Repair Kit	418-B BIBB WASHER (1), 66S28 SCREW (1)

OPTIONAL REPAIR KITS		
X66-HOUSING-BF	ENCLOSURE w/ BOLTED FLANGE COMPLETE (NOTE 5)	66S23 LID (1), 66S37 HASP (1), 66S24 DOOR (1), 66S38 PADLOCK EYE (1), 66S21 HINGE (0.94 FEET), 66S18 SHORT RIVET (9), 4 ALUM ANGLE (0.2 FEET), 66S19 LONG RIVET (16), 66S17 TRIM (3 FEET), 6ALSQ ENCLOSURE (4 FEET), 1 1/2AA BOLTED FEET (2 FEET), 1ALB1 SPACER (THIN) (0.42 FEET) 1ALB2 SPACER (THICK) (0.42 FEET), 66S63 SHELF RIVET (3), 66S90 HASP RIVET (7)

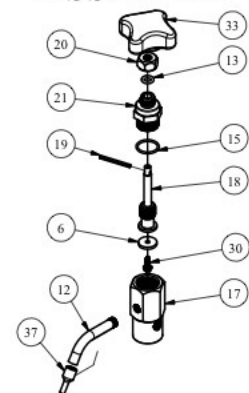
NOTE	DESCRIPTION
A	NOT SHOWN
B	PIPE LENGTH DEPENDENT ON DEPTH OF BURY
C	SOLD AS REPLACEMENT PART
P	SEE PETCOCK ASSEMBLY FOR PARTS INFORMATION
Q	REPLACEMENT NOZZLE REQUIRES BENDING IN THE FIELD AFTER INSTALLATION
R	POWDER COATING OPTIONS AVAILABLE

DISCLAIMER
THIS DRAWING IS THE PROPERTY OF THE KUPFERLE
FOUNDRY COMPANY. IT IS NOT TO BE USED OR
DUPLICATED WITHOUT THE PERMISSION OF THE OWNER

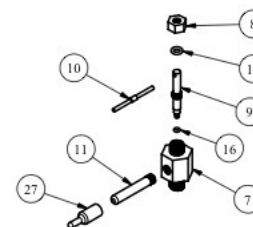


SECTION A-A
CENTER SECTION VIEW

HEADSTOCK ASSEMBLY



PETCOCK ASSEMBLY



DRAWN SMS		10/11/2017		
CHECKED				
DCL		11/27/2017		
MODIFIED ADC		5/10/2023		
SIZE C	SCALE 1/5		2511 NORTH 9TH ST. ST. LOUIS, MO 63102 1-800-231-3990	
DWG NO #66WC			SHEET 1 OF 1	REV 1.1

3M™ Electronic Marker System (EMS) Ball Markers

The 3M™ Ball Marker makes the job of precisely locating underground facilities easier. Other buried markers can be disturbed by backfill dirt or installed improperly so they don't stay positioned correctly. The 3M ball marker's unique self-leveling design ensures the marker is always in an accurate, horizontal position regardless of how it is placed into the ground.

The addition of the new 3M-iD markers provides additional functionality by enabling facility data to be stored in the marker to ensure positive identification of facilities. The pre-programmed unique serial number integrates with back office mapping and GIS systems when used for mapping new and legacy assets and points of special interest for construction and maintenance applications.

The ball marker is buried over key facilities during construction or maintenance. Later, the marker is easily and accurately located using a 3M™ Dynatel™ Locator. The locator transmits a signal to the buried marker. The marker returns the signal to the locator, indicating the marker's exact position. The compact electronic locator gives both a visual reading and an audible tone.

Second Generation
iD Markers providing
4X Memory



3M™ Electronic Marker System (EMS)
XR/iD Ball Markers

Features	Benefits
Accurate even in congested areas	Helps eliminate mislocates
Underground marker	Protected from damage from above-ground environment
Durable	Long-lasting passive antenna encased in waterproof shell helps identify underground facilities for years to come
Frequency- and color-coded	Helps identify specific utility
Easy to Use	Minimal training
RFID capability	Positive identification using facility information
Physical Specifications	
Size	4" diameter sphere (10.4 cm diameter)
Weight	Net: 0.7 lb. (0.35 kg)/ Shipping: 24 lb. (10.4 kg)
Packaging	30 per carton
3M iD Markers Read Range	With a 'U' model (U.S.) locator: 5 ft. (1.5 m) With a 'E' model (Export, CE) locator: 1.2 m (Tel, Gas, WW, Comm)/1.0 m (Pwr, Wtr)
3M Passive Markers Detection Range	5 ft (1.5 m)
Environmental Specifications	
Operating Temperature	-4°F to 122°F (-20°C to 50°C)
Storage Temperature	-40°F to 158°F (-40°C to 70°C)



3M™ Ball Markers

Image	Product	Application	Stock Number
	3M™ EMS Ball Marker 1401-XR	Telecommunications industry	80611161136
	3M™ iD Ball Marker 1421-XR/iD	Telecommunications industry	80611142193
	3M™ EMS Ball Marker 1402-XR	Power industry	80611161144
	3M™ iD Ball Marker 1422-XR/iD	Power industry	80611142201
	3M™ EMS Ball Marker 1403-XR	Water industry	80630000323
	3M™ iD Ball Marker 1423-XR/iD	Water industry	80611143225
	3M™ EMS Ball Marker 1404-XR	Wastewater industry	80630000331
	3M™ iD Ball Marker 1424-XR/iD	Wastewater industry	80611143233
	3M™ EMS Ball Marker 1405-XR	Gas industry	80630000257
	3M™ iD Ball Marker 1425-XR/iD	Gas industry	80611143241
	3M™ EMS Ball Marker 1407-XR	Cable TV and communications	80611161151
	3M™ EMS Ball Marker 1427-XR/iD	Cable TV and communications	80611142219
	3M™ EMS Ball Marker 1408-XR	General purpose and reclaimed water	80611168354
	3M™ iD Ball Marker 1428-XR/iD	General purpose and reclaimed water	80611142227

Important Notice

All statements, technical information, and recommendations related to 3M's products are based on information believed to be reliable, but the accuracy or completeness is not guaranteed. Before using this product, you must evaluate it and determine if it is suitable for your intended application. You assume all risks and liability associated with such use. Any statements related to the products which are not contained in 3M's current publications, or any contrary statements contained on your purchase order shall have no force or effect unless expressly agreed upon, in writing, by an authorized officer of 3M.

Conditional Limited Warranty

3M provides the following Conditional Limited Warranty for its iD Electronic Marker Products: When installed in accordance with 3M's installation instructions, 3M warrants iD Electronic Markers for a period of ten (10) years from the date of purchase of the product, to be free from defects in material and manufacture, provided iD Electronic Markers are located with 3M™ Dynatel™ Locators or other brand locators as may be designated by 3M in writing. This warranty does not extend to iD Electronic Markers that have been subjected to misuse or improper application or that have been repaired or altered by others. **3M MAKES NO OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.** If the iD Marker is found to be defective within the warranty period, your exclusive remedy shall be, at 3M's option, to repair or replace the iD Markers or refund the purchase price. **Except where prohibited by law, 3M will not be liable for any indirect, special, incidental or consequential loss or damage arising from this 3M product, regardless of the legal theory asserted.**

Conditional Lifetime Warranty

3M provides the following Conditional Limited Warranty for its Electronic Marker Products (non-iD versions only): When installed in accordance with 3M's installation instructions, 3M warrants Electronic Markers for the lifetime of the product, to be free from defects in material and manufacture, provided the Electronic Markers are located with 3M™ Dynatel™ Locators or other brand locators as may be designated by 3M in writing. This warranty does not extend to Electronic Markers that have been subjected to misuse or improper application or that have been repaired or altered by others. **3M MAKES NO OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.** If the Electronic Marker is found to be defective during the normal lifetime of the product, your exclusive remedy shall be, at 3M's option, to repair or replace the Electronic Markers or refund the purchase price. **Except where prohibited by law, 3M will not be liable for any indirect, special, incidental or consequential loss or damage arising from this 3M product, regardless of the legal theory asserted.**



Infrastructure Protection Division

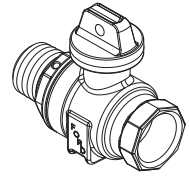
6801 River Place Blvd.
Austin, TX 78726-9000
800.200.0265
Fax 877.601.1305
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75-4700-2775-8

SUBMITTAL INFORMATION

Ball Valve Curb Stop - (B81-xxx-NL style)



MALE IRON PIPE THREAD INLET BY FEMALE IRON PIPE THREAD OUTLET

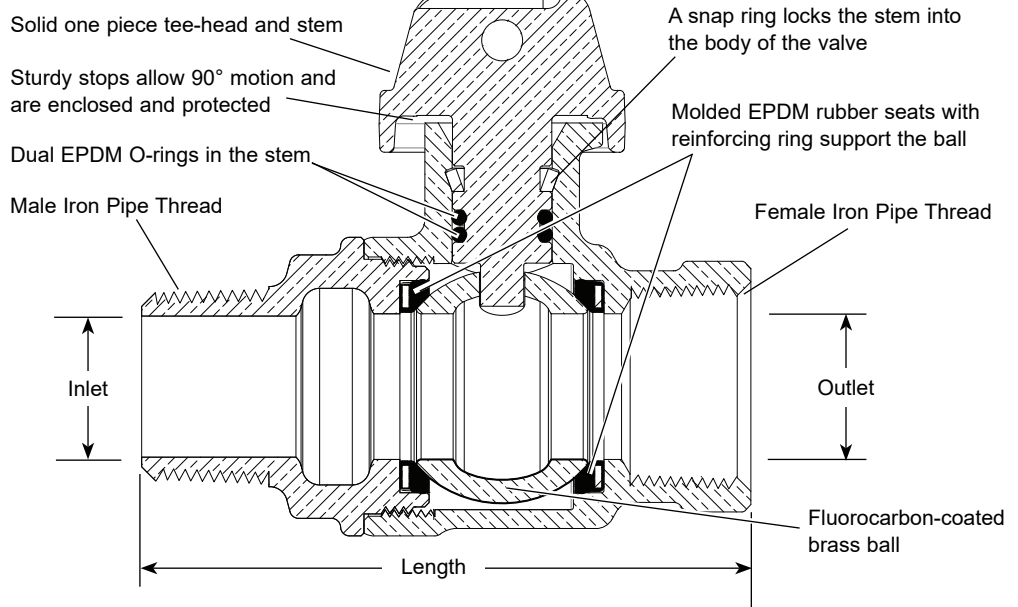
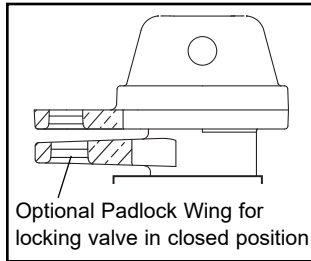


Image shown above is a B81-444-NL

VALVE SIZE	INLET SIZE	OUTLET SIZE	LENGTH	APPROX. WT. LBS.	PART NUMBER	✓ SUBMITTED ITEM(S)
3/4"	3/4"	3/4"	3-23/32"	1.6	B81-333-NL	
1"	1"	1"	4-3/16"	2.0	B81-444-NL	
1-1/2"	1-1/2"	1-1/2"	5-15/16"	5.3	B81-666-NL	
2"	2"	2"	6-9/64"	7.7	B81-777-NL	

FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (ASTM B584, UNS C89833)
- The product has the letters "NL" cast into the main body for lead-free identification
- Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS C83600, 85-5-5-5)
- Valve is non-directional and is watertight with flow in either direction
- Ends are integral or secured with adhesive to prevent unintentional disassembly
- Hole for attaching curb box rod or handle is provided in tee-head
- 300 PSI working pressure

Optional Padlock Wing for locking valve in closed position. Add "W" to part number

Optional full 360° tee-head rotation. Add "R" to part number

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.



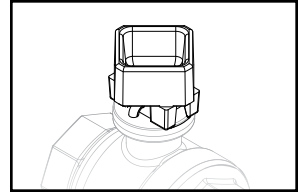
The Ford Meter Box Company, Inc.
P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443
Phone: 260-563-3171 / Fax: 800-826-3487
Overseas Fax: 260-563-0167
www.fordmeterbox.com

02/16/17

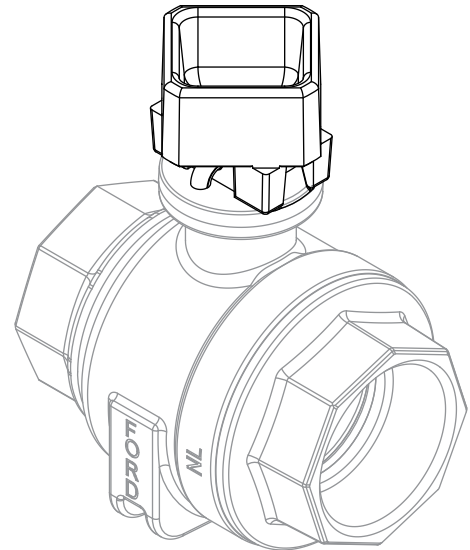
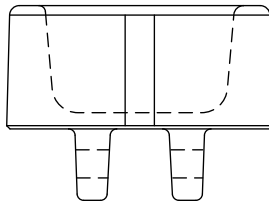
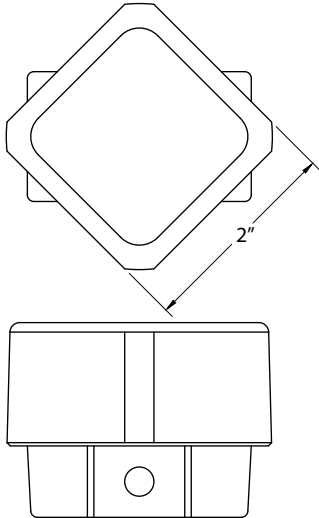
Submitted By:

SUBMITTAL INFORMATION

Gate Valve Operating Nut - (QT67 style)



2" GATE VALVE OPERATING NUT FOR 1-1/4", 1-1/2" AND 2" BALL VALVES



SIZE	DESCRIPTION	APPROX. WT. LBS.	CATALOG NUMBER	✓ SUBMITTED ITEM(S)
2" x 2"	Operating nut for 1-1/4", 1-1/2" and 2" Ball Valves	1.0	QT67	

FEATURES

- All brass conforms to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS NO C83600 - 85-5-5-5)
- A bronze cotter pin is supplied to secure operating nut to ball valve tee-head.

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.



The Ford Meter Box Company, Inc.

P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443

Phone: 260-563-3171 / Fax: 800-826-3487

Overseas Fax: 260-563-0167

www.fordmeterbox.com

12/26/17

Submitted By:

4 1/4" Shaft Round Head Roadway Boxes

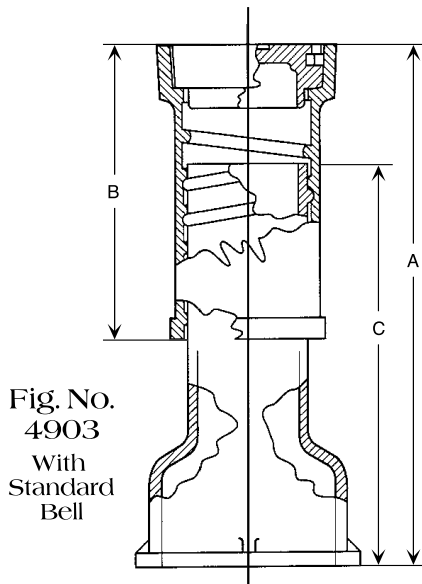


Fig. No. 4903
With
Standard
Bell

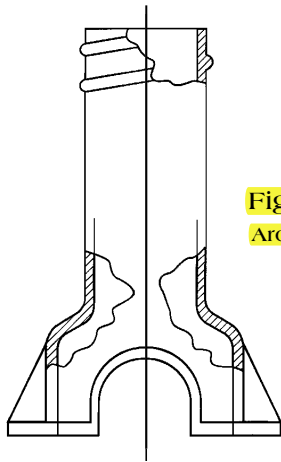


Fig. No. 4903
Arched Bottom

Fig. No. 4903

4 1/4" Shaft 2-Piece Roadway Boxes

- This Box is designed for use both in the roadway and behind the curb for Valves up to 3 inches in size and large Stop Cocks.
- Standard Covers are lettered WATER or GAS. Special Lettering available at Extra Cost.
- Locking covers available, lettered WATER or GAS. Special Lettering available at extra cost.
- Certain sizes available in **Sliding Type**.
- Certain sizes available in Closed Bell Bottom covering the operating nut of small valves.
- Certain sizes available with Square Head Top Section and Risers.

Ordering Table — Dimensions in Inches, Weight in Lbs.

Size No.	Extension Range - A	Top Section & Cover No.	Dim. B	Wt.	Bottom Section No.	Dim. C	Wt.	Total Weight
140-Q	18"-24"	Q	12.0	25.4	140	14.75	16.0	41.4
141-Q	22"-28"	Q	12.0	25.4	141	18.00	23.0	48.4
142-Q	24"-30"	Q	12.0	25.4	142	21.75	29.0	54.4
142-R	27"-39"	R	20.5	41.0	142	21.75	29.0	70.0
143-R	34"-48"	R	20.5	41.0	143	30.50	33.0	74.0
144-R	39"-54"	R	20.5	41.0	144	36.25	35.0	76.0
144-RR	39"-60"	RR	26.0	45.0	144	36.25	35.0	80.0

Raising Adapter

Fig. No. 4903-A, -B, -C

Raising Adapter

- Used when repaving requires additional height to existing Box.
- Uses existing Cover or special Non-Tip Cover with longer skirt — one size.
- Three Models:
 - 1 3/4" Raise Only (Fig. No. 4903-A)
 - 1 3/4"-8" Raise (Fig. No. 4903-B)
 - 1" Raise (Fig. No. 4903-C)

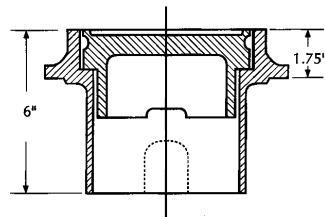


Fig. No. 4903-A

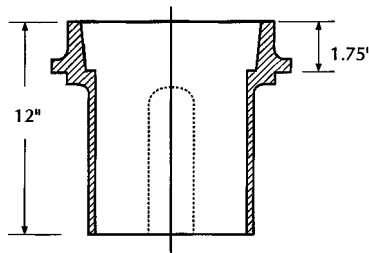


Fig. No. 4903-B

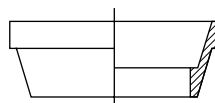


Fig. No. 4903-C

Service Box Extension

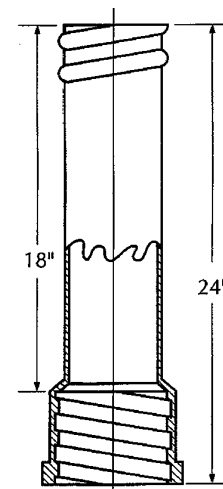
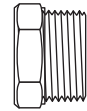


Fig. No. 4903-X

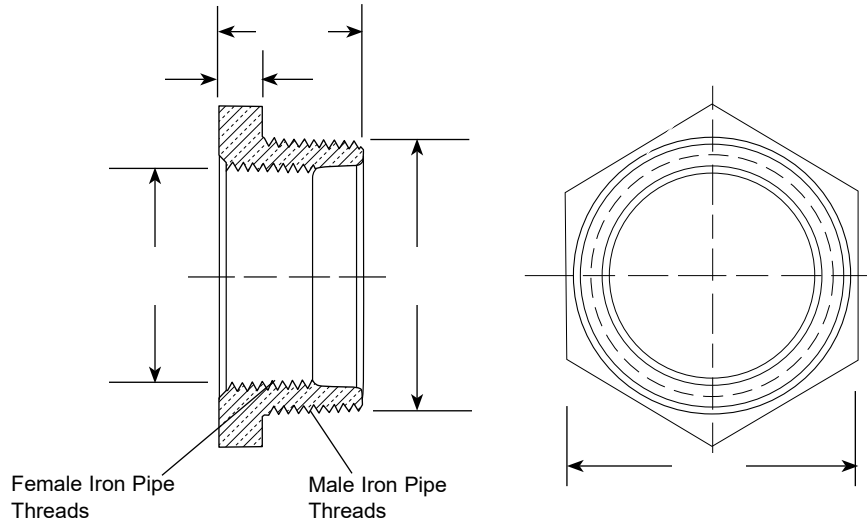
Fig. No. 4903-X
No. 49
Extension
Section

- Extends Boxes shown above up to 18 inches.
- Weight: 20 pounds.

Brass Bushing - (C18-xx-NL Style)



FEMALE IRON PIPE THREAD TO MALE IRON PIPE THREAD



FIP SIZE	MIP SIZE	LENGTH	WIDTH	WRENCH FLAT HEIGHT (A)	APPROX. WT. LBS.	CATALOG NUMBER	✓ SUBMITTED ITEM(S)
1/2"	3/4"	1"	1-1/8"	3/16"	0.1	C18-13-NL	
1/2"	1"	15/16"	1-3/8"	1/4"	0.3	C18-14-NL	
3/4"	1"	15/16"	1-3/8"	1/4"	0.2	C18-34-NL	
3/4"	1-1/4"	1-5/16"	1-1/4"	3/8"	0.5	C18-35-NL	
3/4"	1-1/2"	1-1/2"	2-1/8"	7/16"	0.9	C18-36-NL	
3/4"	2"	1-5/16"	1-5/8"	5/16"	0.8	C18-37-NL	
1"	3/4"	1-5/8"	1-1/2"	5/8"	0.4	C18-43-NL	
1"	1-1/4"	1-3/16"	1-1/4"	5/16"	0.4	C18-45-NL	
1"	1-1/2"	1-1/2"	2-1/8"	7/16"	0.9	C18-46-NL	
1"	2"	1-5/16"	1-1/8"	5/16"	0.7	C18-47-NL	
1-1/4"	1"	2"	1-15/16"	7/8"	0.7	C18-54-NL	
1-1/4"	1-1/2"	1-1/2"	2-1/8"	3/8"	0.5	C18-56-NL	
1-1/4"	2"	1-11/16"	2-1/2"	7/16"	1.4	C18-57-NL	
1-1/2"	2"	1-1/4"	2-1/2"	3/8"	0.8	C18-67-NL	

FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (ASTM B584, UNS C89833)
- The product has the letters "NL" cast into the main body for lead-free identification
- Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS C83600, 85-5-5-5)
- Body design provides wrench flats to facilitate installation

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.



The Ford Meter Box Company, Inc.

P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443

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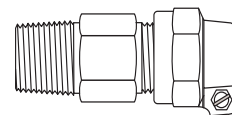
Overseas Fax: 260-563-0167

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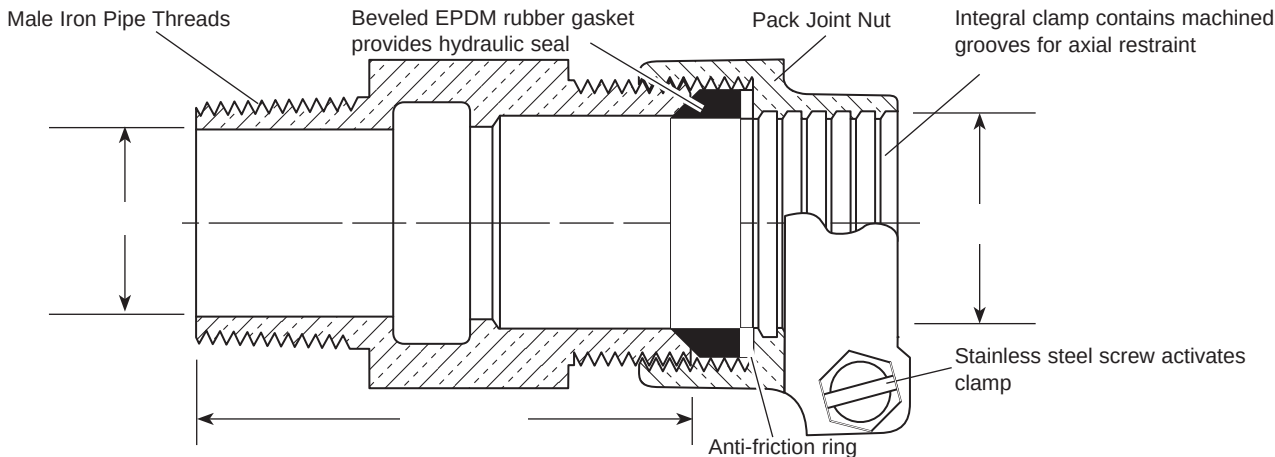
10/17/16

Submitted By:

Pack Joint Coupling - (C84-xx-NL style)



MALE IRON PIPE BY PACK JOINT FOR COPPER OR PLASTIC TUBING (CTS)



DESCRIPTION		LENGTH	APPROX. WT. LBS	PART NUMBER	✓ SUBMITTED ITEM(S)
MALE IRON PIPE	P.J. FOR CTS				
1/2"	1/2"	2"	0.5	C84-11-NL	
1/2"	5/8"	2-1/16"	0.8	C84-12-NL	
1/2"	3/4"	2-1/16"	0.8	C84-13-NL	
3/4"	1/2"	2"	0.8	C84-31-NL	
3/4"	5/8"	-	0.7	C84-32-NL	
3/4"	3/4"	2-1/4"	0.6	C84-33-NL	
3/4"	1"	2-3/8"	0.7	C84-34-NL	
1"	5/8"	-	0.7	C84-42-NL	
1"	3/4"	2-3/8"	0.7	C84-43-NL	
1"	1"	2-9/16"	0.8	C84-44-NL	
1"	1-1/4"	2-1/2"	1.2	C84-45-NL	
1"	1-1/2"	2-9/16"	1.8	C84-46-NL	
1-1/4"	1"	2-9/16"	1.4	C84-54-NL	
1-1/4"	1-1/4"	2-9/16"	1.4	C84-55-NL	
1-1/4"	1-1/2"	3-1/4"	1.8	C84-56-NL	
1-1/2"	1-1/2"	3-1/4"	2.0	C84-66-NL	
1-1/2"	2"	2-15/16"	2.6	C84-67-NL	
2"	2"	3-1/4"	3.1	C84-77-NL	

Note: Ford recommends using insert stiffeners with plastic pipe or tubing.

FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (ASTM B584, UNS C89833)
- The product has the letters "NL" cast into the main body for lead-free identification
- Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS C83600, 85-5-5-5)
- Sleeve design provides hexagonal wrench flats for proper installation

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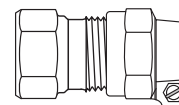
The Ford Meter Box Company, Inc.
P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443
Phone: 260-563-3171 / Fax: 800-826-3487
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02/09/15

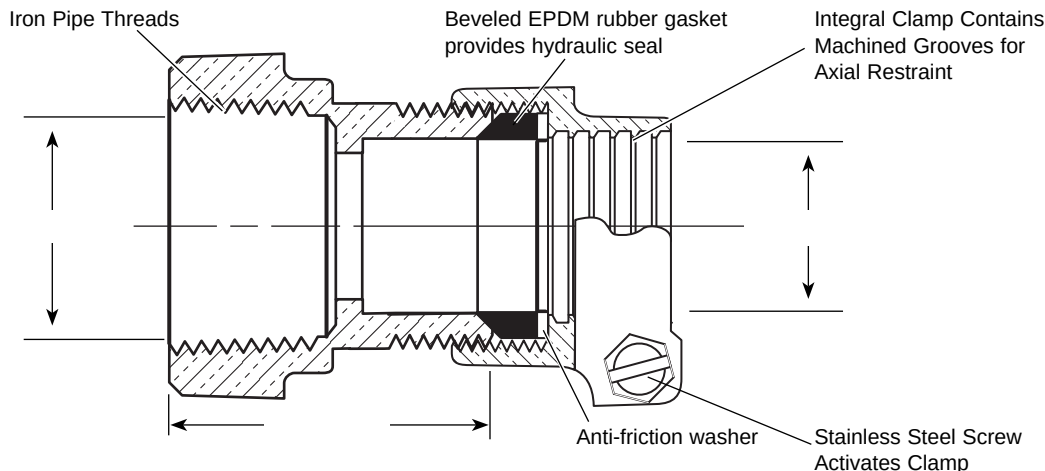
Submitted By:

SUBMITTAL INFORMATION

Pack Joint Coupling - (C14-xx-NL style)



FEMALE IRON PIPE THREAD BY PACK JOINT FOR COPPER OR PLASTIC TUBING (CTS)



DESCRIPTION		LENGTH	APPROX. WT. LBS	PART NUMBER	✓ SUBMITTED ITEM(S)
FEMALE IRON PIPE	P.J. FOR CTS				
1/2"	1/2"	1-9/16"	0.4	C14-11-NL	
1/2"	3/4"	1-5/16"	0.5	C14-13-NL	
3/4"	1/2"	1-3/4"	0.6	C14-31-NL	
3/4"	3/4"	1-5/16"	0.6	C14-33-NL	
3/4"	1"	1-3/4"	0.7	C14-34-NL	
3/4"	1-1/4"	1-7/8"	1.3	C14-35-NL	
1"	3/4"	1-13/16"	0.7	C14-43-NL	
1"	1"	1-7/8"	0.9	C14-44-NL	
1"	1-1/4"	1-13/16"	1.1	C14-45-NL	
1-1/4"	1"	1-13/16"	0.9	PJA4-44-C14-54-NL	
1-1/4"	1-1/4"	1-15/16"	1.4	PJA4-45-C14-55-NL	
1-1/4"	1-1/2"	2-1/8"	1.7	PJA4-46-C14-56-NL	
1-1/2"	1-1/2"	2-7/16"	2.3	C14-66-NL	
1-1/2"	2"	2-1/2"	2.6	C14-67-NL	
2"	1-1/2"	3-1/4"	2.5	C14-76-NL	
2"	2"	2-1/4"	2.8	C14-77-NL	

Note: Ford recommends insert stiffeners when using plastic pipe or tubing.

FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (ASTM B584, UNS C89833)
- The product has the letters "NL" cast into the main body for lead-free identification
- Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS C83600, 85-5-5-5)
- Sleeve design provides hexagonal wrench flats for proper installation

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www.fordmeterbox.com

12/12/14

Submitted By:

Tubing Specifications

ASTM D2737, D2239, D3035

All water tubing products, EndoPoly, EndoPure, and EndoTrace, as manufactured by Infra Pipe, meet the specifications of National Sanitation Foundation (NSF) 14 & 61, American Water Works Association (AWWA) C901, Building Officials and Code Administrators (BOCA) International: National Plumbing Code.

EndoPoly, EndoPure, and EndoTrace all meet the following ASTM Standards of ASTM D2737, ASTM D2239, and ASTM 3035.

APPENDIX A1: ASTM D2737 - SPECIFICATIONS (OD CONTROLLED)

Tubing Size	Min OD (mm)	OD Tol. (mm)	SDR9 (250 PSI)	
			Min Wall (mm)	Weight (lbs) per 100'
3/4"	22.12	+0.20	2.46	11.3
1"	28.45	+0.25	3.18	16.9
1 1/4"	34.80	+0.25	3.89	26.4
1 1/2"	41.12	+0.30	4.60	36.3
2"	53.82	+0.30	5.99	61.9

APPENDIX A2: ASTM D2239 - SPECIFICATIONS (ID CONTROLLED)

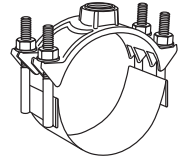
Piping Size	Min ID (mm)	OI Tol. (mm)	SIDR7 (250 PSI)		SIDR9 (200 PSI)		SIDR11.5 (160 PSI)		SIDR15 (125 PSI)	
			Min Wall (mm)	Weight (lbs) per 100'	Min Wall (mm)	Weight (lbs) per 100'	Min Wall (mm)	Weight (lbs) per 100'	Min Wall (mm)	Weight (lbs) per 100'
3/4"	20.55	+0.64	3.00	15.5	2.34	12.1	1.83	10.9	1.52	7.8
1"	26.14	+0.76	3.81	24.9	2.97	19.5	2.31	16.8	1.78	11.9
1 1/4"	34.54	+0.76	5.00	42.8	3.89	33.2	3.05	28.6	2.34	22.1
1 1/2"	40.39	+0.89	5.84	58.4	4.55	42.9	3.56	39.2	2.72	29.3
2"	51.99	+0.89	7.49	93.3	5.84	71.0	4.57	61.9	3.51	48.4

APPENDIX A3: ASTM D3035 - SPECIFICATIONS (OD CONTROLLED)

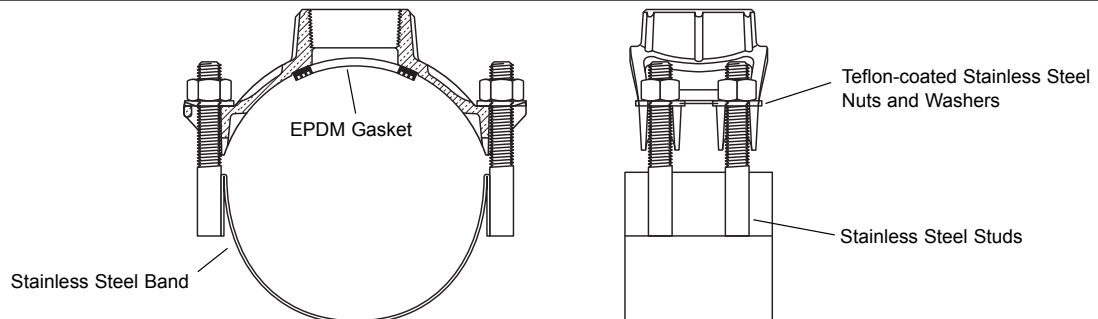
Tubing Size	Min OD (mm)	OD Tol. (mm)	SDR9 (250 PSI)		SDR13.5 (160 PSI)	
			Min Wall (mm)	Weight (lbs) per 100'	Min Wall (mm)	Weight per (lbs) 100'
3/4"	26.57	+0.20	2.97	15.3	1.98	11.1
1"	33.27	+0.25	3.71	23.6	2.46	16.9
1 1/4"	42.04	+0.25	4.67	37.3	3.12	26.5
1 1/2"	48.11	+0.30	5.36	49.0	3.58	34.5
2"	60.17	+0.30	6.71	76.7	4.47	53.3
3"	88.70	+0.41	9.88	166.4	6.58	115.7

SUBMITTAL INFORMATION

Brass Saddles for C900/C905 - (202BS-xxx-xxx style)



202BS DOUBLE BAND BRASS SADDLES FOR C900 PVC, STEEL SIZE PVC PIPE OR DUCTILE IRON PIPE



PVC PIPE SIZE	ACTUAL O.D.	APPROX. WT. LBS.	CATALOG NUMBER	✓ SUBMITTED ITEM(S)
4"	4.80	6.6	202BS-480-Tap	
*6"	6.63	6.9	202BS-663-Tap	
6"	6.90	7.7	202BS-690-Tap	
*8"	8.63	7.7	202BS-863-Tap	
8"	9.05	8.8	202BS-905-Tap	
*10"	10.75	8.9	202BS-1075-Tap	
10"	11.10	10.7	202BS-1110-Tap	
*12"	12.75	10.0	202BS-1275-Tap	
12"	13.20	11.8	202BS-1320-Tap	
**14"	15.30	18.0	202BS-1530-Tap	
**16"	17.40	23.0	202BS-1740-Tap	
**18"	19.50	25.0	202BS-1950-Tap	
**20"	21.60	25.5	202BS-2160-Tap	
**24"	25.80	26.0	202BS-2580-Tap	
**30"	32.00	27.0	202BS-3200-Tap	

* Sized for steel PVC with 3/4" and 1" taps only.

** Only 14" saddle and larger are available with 1-1/4" tap

OUTLET TAP CODE

CC (AWWA) THREAD		IP THREAD	
THREAD	CODE NUMBER	THREAD	CODE NUMBER
3/4" CC	CC3	3/4" IP	IP3
1" CC	CC4	1" IP	IP4
1-1/4" CC	Δ CC5	1-1/4" IP	Δ IP5
1-1/2" CC	CC6	1-1/2" IP	IP6
2" CC	CC7	2" IP	IP7

Δ Contact factory for availability

To Order: Select the catalog number for the desired pipe range and complete the catalog number by adding the outlet thread tap code.

Example: A double band saddle for 6.90 C900 PVC pipe with a 3/4" CC thread would be 202BS-690-CC3.

FEATURES

- All brass conforms to AWWA Standard C800 (ASTM B62 and/or ASTM B584, UNS NO C83600 - 85-5-5-5)
- Band and 5/8" UNC threaded studs are made of 18-8 type 304 stainless steel. Welds are fully passivated for corrosion resistance.
- Gasket is EPDM rubber ASTM D2000
- Stainless steel nuts are Teflon-coated to prevent galling
- Saddle is designed and suitable for use on both PVC and ductile iron pipe
- Manufactured in the USA

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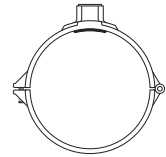
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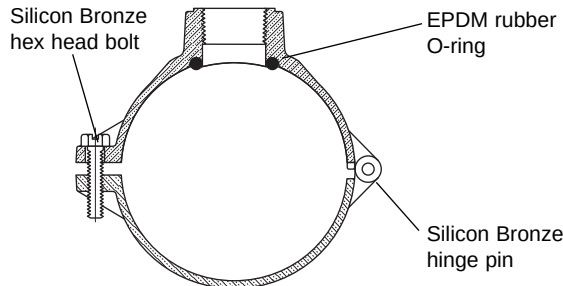
01/12/16

Submitted By:

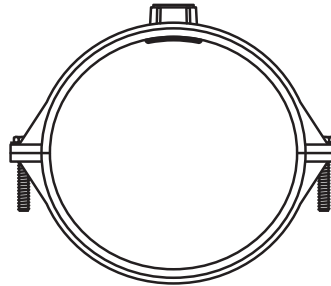
Brass Saddles For C900 PVC - (S91-xxx style)



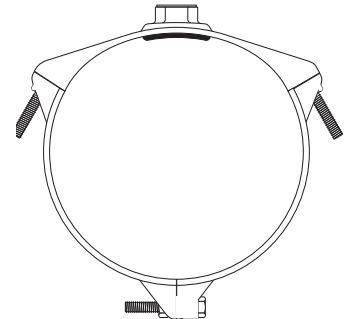
S91 BRASS SADDLES WITH IRON PIPE TAPS FOR C900 PVC PIPE



Style A (Hinged Design)



Style B 2-Piece (Bolted Design)



Style C 3-Piece (Bolted Design)

PVC PIPE SIZE	ACTUAL O.D.	TAP SIZE	APPROX. WT. LBS.	CATALOG NUMBER	STYLE	✓ SUBMITTED ITEM(S)
2"	2.50	1/2"	.9	S91-201	A	
		3/4"	1.1	S91-203	A	
4"	4.80	1/2"	1.8	S91-401	A	
		3/4"	1.8	S91-403	A	
		1"	2.0	S91-404	A	
		1-1/2"	6.5	S91-406	A	
		2"	6.4	S91-407	A	
6"	6.90	3/4"	2.6	S91-603	A	
		1"	2.6	S91-604	A	
		1-1/2"	8.9	S91-606	A	
		2"	7.3	S91-607	A	
8"	9.05	1/2"	2.8	S91-801	A	
		3/4"	2.8	S91-803	A	
		1"	3.2	S91-804	A	
		1-1/2"	8.0	S91-806	A	
		2"	8.5	S91-807	A	
10"	11.10	3/4"	9.3	S91-1003	B	
		1"	9.1	S91-1004	B	
		1-1/2"	10.5	*S71-S91-1006	C	
		2"	10.5	*S71-S91-1007	C	
12"	13.20	3/4"	11.1	S91-1203	B	
		1"	11.0	S91-1204	B	
		1-1/2"	11.5	*S71-S91-1206	C	
		2"	11.0	*S71-S91-1207	C	

* These saddles will cover Steel size PVC and C900 PVC O.D. range.

FEATURES

- All brass conforms to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS NO C83600 - 85-5-5-5)
- Style A Saddle body and strap permanently held together with silicon bronze pin for saddles sized 2" thru 8"
- Bolt is 5/16" slotted hex head silicon bronze for saddles sized 2" thru 8"
- A three-piece bolted design is used for S91 Saddles sized 10" and 12" with 1-1/2" and 2" taps, two-piece for 3/4" and 1" taps
- All 10" and 12" saddles are held together with 1/2" silicon bronze bolts (3/4" hex head)
- 150 psi working pressure rating

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Overseas Fax: 260-563-0167
www.fordmeterbox.com

01/12/16

Submitted By:



FEL - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Phone: 561-844-3222
Fax: 561-848-7001

Deliver To:
From: Kyle Butson
kyle.butson@ferguson.com
Comments:

11:17:15 JUL 27 2026

Page 1 of 2

FERGUSON ENTERPRISES, LLC #125

Price Quotation

Phone: 561-844-3222

Fax: 561-848-7001

Bid No: B627041
Bid Date: 07/07/26
Quoted By: KAB

Cust Phone: 561-746-5134
Terms: NET 10TH PROX

Customer: TOWN OF JUPITER
17403 CENTRAL BLVD
JUPITER, FL 33458

Ship To: TOWN OF JUPITER
17403 CENTRAL BLVD
JUPITER, FL 33458

Cust PO#: ITB-W2120A

Job Name: SAMPLE STATION PARTS

Item	Description	Quantity	Net Price	UM	Total
K66WC	MAINGUARD 66 SAMPLE STN WC *X	65	735.000	EA	47775.00
SP-PCA	POWDER COAT ASSEMBLY - BOLLARD	65	0.000	EA	0.00
3M7100178135	1403-XR BLUE WTR BALL MRKR	65	17.000	EA	1105.00
FB81777NL	LF 2 MIP X FIP CURB ST BV	65	314.000	EA	20410.00
FQT67	2 OP NUT F/ BV	65	16.000	EA	1040.00
FC1847NL	LF 1 FIP X 2 MIP BRS BUSH	65	10.000	EA	650.00
FC8444NL	LF 1 MIP X 1 CTS PJ COUP	65	20.000	EA	1300.00
SP-BI4B143RW	#143-R ROADWAY BOX WTR 34-48 EXT SC	65	200.000	EA	13000.00
FC1434NL	LF 3/4 FIP X 1 CTS COMP COUP	65	20.500	EA	1332.50
SP-FL1833NL	3/4 90 ELL FIP X MIP	65	13.000	EA	845.00
FC1813NL	LF 1/2X3/4 C18-13-NL BRS BUSH	65	5.000	EA	325.00
PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE	700	47.000	C	329.00
F202B905IP7	8X2 IP DBL STRP BRS SDL	12	192.000	EA	2304.00
F202B690IP7	6X2 IP DBL STRP BRS SDL	12	170.000	EA	2040.00
FS912807	8X2 IP BRS SDL C900	16	132.000	EA	2112.00
FS91607	6X2 IP BRS SDL C900	24	115.000	EA	2760.00
FS91407	4X2 IP BRS SDL C900	2	112.000	EA	224.00

Net Total: \$97551.50
Tax: \$0.00
Freight: \$0.00
Total: \$97551.50



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Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1208&on=2606>

Fax: 561-848-7001

11:17:15 JUL 27 2026

Reference No: B627041

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1208&on=2606>



Town of Jupiter Utilities
WATER QUALITY SAMPLING STATION MATERIALS (W2120A)

JULY 27, 2026 2:00PM Bid Opening

VENDOR				FERGUSON ENTERPRISES, LLC (DBA FERGUSON WATERWORKS)		CORE & MAIN LP		FORTLINE WATERWORKS	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS									
1	Kupferle 66WC Sample Station (Passivized and Powder Coated Green)	65	EA	\$735.00	\$47,775.00	\$755.08	\$49,080.20	\$694.67	\$45,153.55
2	EMS Marker Ball Type 1403—XR	65	EA	\$17.00	\$1,105.00	\$18.10	\$1,176.50	\$15.84	\$1,029.60
3	2" MIP x 2" FIP Ford Ball Valve (B81-777) W/ 2" Operating Nute (QT-67)	65	EA	\$330.00	\$21,450.00	\$392.51	\$25,513.15		\$0.00
4	2" MIP x 1" FIP Ford Brass Bushing	65	EA	\$10.00	\$650.00	\$69.66	\$4,527.90		\$0.00
5	1" MIP x 1" CTS Ford Brass Adapter (C84-44)	65	EA	\$20.00	\$1,300.00	\$23.35	\$1,517.75		\$0.00
6	4 1/2" Two-Piece Screw Type Roadway Cast Iron Valve Box w/ Arched Bottom	65	EA	\$200.00	\$13,000.00	\$54.27	\$3,527.55	\$183.04	\$11,897.60
7	1" CTS x 3/4" FIP Ford Brass Adapter (C14-34)	65	EA	\$20.50	\$1,332.50	\$24.42	\$1,587.30		\$0.00
8	3/4" MIP x 1/4" FIP Street 90 Brass Elbow	65	EA	\$13.00	\$845.00	\$15.21	\$988.65		\$0.00
9	3/4" MIP x 1/2" FIP Brass Bushing	65	EA	\$5.00	\$325.00	\$6.11	\$397.15		\$0.00
10	1" Polyethylene Pipe	700	LF	\$0.47	\$329.00	\$0.46	\$322.00		\$0.00
11	8"x2" Double Strap Saddle 202B-905-IP7 Style	12	EA	\$192.00	\$2,304.00	\$193.11	\$2,317.32	\$197.40	\$2,368.80
12	6"x2" Double Strap Saddle 202B-905-IP7 Style	12	EA	\$170.00	\$2,040.00	\$171.01	\$2,052.12	\$174.82	\$2,097.84
13	8"x2" Ford S-90 Series Tapping Saddle	16	EA	\$132.00	\$2,112.00	\$136.01	\$2,176.16	\$133.12	\$2,129.92
14	6"x2" Ford S-90 Series Tapping Saddle	24	EA	\$115.00	\$2,760.00	\$119.12	\$2,858.88	\$116.59	\$2,798.16
15	4"x2" Ford S-90 Series Tapping Saddle	2	EA	\$112.00	\$224.00	\$115.62	\$231.24	\$113.16	\$226.32
Bid Total (Item Nos. 1-15) =					\$97,551.50		\$98,273.87		NON-RESPONSIVE

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030

Project Name:	Department:	
Distribution System Water Quality Sampling Stations	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility	W2120	2028

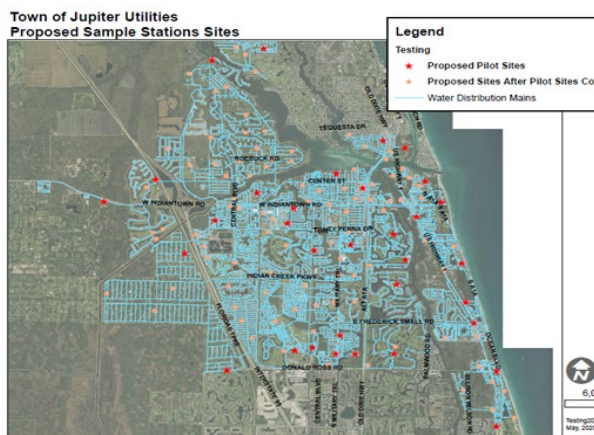
Project Description and Justification:

Drinking water regulations require that water systems sample, test and report monthly results for bacteriological (bac't) activity at a representative number of locations in the distribution system. Jupiter Utilities' laboratory is required to collect bac't samples at 130 locations each month. For many years, bac't samples have been collected from hose bibs located on residential and commercial buildings, which can be problematic and easily susceptible to contamination. Bac't samples that have been contaminated by external factors (dirt, grime, animal excrement, etc. on the hose bib) can result in "false positive" bac't results that are not representative of the distribution system water quality, requiring additional sampling and potentially public notice including a boil water order. This project proposes to complete the conversion from private hose bibs to Town owned, dedicated water quality sampling stations at the 130 compliance monitoring locations in the distribution system.

This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by enabling Water Utility laboratory staff to collect and test reliable water quality samples and meet regulatory compliance requirements ensuring safe and reliable drinking water is delivered to our customers. In addition, the stations will be more accessible to lab staff and avoid from having to enter private property to obtain monthly water samples. Under this project, 30 sample stations have been installed and are in service, and 30 more are planned to be installed this fiscal year.

Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Install 30-35 distribution system water sampling stations	2027/1	\$100,000
2027	Install 30-35 distribution system water sampling stations	2028/1	\$100,000
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:
Distribution System Water Quality Sampling Stations							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							W2120
Project Budget:	Prior to 2026	2026	2027	2028	2029	2030	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$241,595	\$100,000	\$100,000	\$0	\$0	\$0	\$441,595
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$241,595	\$100,000	\$100,000	\$0	\$0	\$0	\$441,595
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	\$241,595	\$100,000	\$100,000	\$0	\$0	\$0	\$441,595
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	\$241,595	\$100,000	\$100,000	\$0	\$0	\$0	\$441,595
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$0	\$100,000	\$0	\$0	\$41,595	\$100,000	\$241,595
Amount Expended	\$0	\$590	\$15,842	\$0	\$125,163	\$675	\$142,270
Current Encumbrances						\$67,705	\$67,705
Remaining Available Budget							\$31,620

Distribution System Water Quality Sample Stations (W2120)
CIP Project Budget (8/7/2026)

Appropriated FY 2026 CIP Budget	\$ 341,595
Proposed FY 2027 CIP Budget	\$ 100,000
Total Project Budget	\$ 441,595
Expended & Encumbered for 53 stations	\$ (173,064)
Purchase 65 Sample Stations & Materials	\$ (97,552)
Budget Remaining for Station Installation	\$ 170,979
Estimated installation cost per station	\$ 2,500
Number of station installations with remaining project budget	68



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Robert Rounds, Procurement Manager *Robert Rounds*
Date: July 30, 2026
Re: Procurement Review – Purchase of Water Quality Sampling Stations and Materials (W2120A) from Ferguson Waterworks.

Upon review of W2120A CIP Project to award a purchase order to Ferguson Waterworks for the purchase of Water Quality Sampling Stations and Materials in the amount of \$97,552, I have found that the procurement meets all requirements of F.S 255.20.

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.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Purchase Order for Reverse Osmosis Odor Control Treatment Chemicals



DATE	August 18, 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 Merichem Technologies, LLC for FY 2027 Reverse Osmosis Odor Control Treatment Chemicals in the amount of \$1.68 per pound.

EXECUTIVE SUMMARY

Town Council's approval is requested for a purchase order to Merichem Technologies, LLC ("Merichem"), to supply odor control chemicals for the reverse osmosis (RO) post treatment system for fiscal year (FY) 2027, at a unit price of \$1.65 per pound delivered in 330-gallon totes, plus an estimated \$0.03 per pound for freight, based on historical freight charges, for a total unit price of \$1.68 per pound.

The Town of Jupiter's RO treatment plant uses chemicals for odor control of hydrogen sulfide gases. Hydrogen sulfide gas has a rotten egg smell that exists naturally in Floridan Aquifer groundwater and is not removed by the membrane treatment process. The odorous gas must be treated for proper disposal. Merichem MC-560 is the chemical used to convert the hydrogen sulfide gas to a solid form (elemental sulfur) for disposal. Merichem is the sole supplier of the LO-CAT system chemicals required for the Town's mobile bed absorber units (MBAs) used for odor control. Merichem does not authorize any other company to manufacture, distribute, or resell their products, therefore deeming the commodity a sole source of procurement; no other company can meet the requirements for supplying the chemicals. Merichem is currently an approved sole source provider, effective January 15, 2026, in accordance with the Town's Procurement Policy.

Merichem's current (2026) unit price for the LO-CAT chemicals supplied in totes is \$1.65 per pound and historical freight costs have been \$0.03 per pound. Chemical pricing increased 5.8% over 2025 unit pricing. Based on a projected demand of 86,328 pounds, the total estimated value of the purchase order to Merichem for FY 2027 is \$145,031. Merichem will publish 2027 pricing in January 2027. An adjustment, if any, will be based on the availability of raw materials and global market conditions at that time. Historical unit pricing for chemicals used by the Town's water treatment plant is provided as an attachment for reference.

Funding for this FY 2027 purchase order to Merichem is included in the proposed FY 2027 Water Enterprise Fund operating budget and includes a 3% contingency for an anticipated price adjustment in January 2027. Expenses under the requested purchase order will commence on October 1, 2026, and are subject to adoption of the FY 2027 operating budget.

ANALYSIS

Merichem is the sole supplier of the chemicals required to operate the LO-CAT odor control system at the reverse osmosis water treatment plant. Merichem has provided staff with a

current quote to supply the proprietary chemicals for a unit price of \$1.65 per pound, not including freight. Staff estimates freight costs will be \$0.03 per pound based on historical freight charges for delivery of the chemical in 330-gallon totes. Based on an annual projected demand of 86,328 pounds and current unit pricing with freight, the estimated annual cost for the LO-CAT chemicals is \$145,031. Approval of a purchase order to Merichem for \$145,031 is requested to supply the odor control chemicals to the water treatment plant. Funding budgeted in the proposed FY 2027 Water Enterprise operating budget includes a 3% contingency for an anticipated price adjustment in January 2027. If approved, purchases under the requested purchase order will commence on October 1, 2026, and are subject to adoption of the FY 2027 operating budget. Town Council's approval of this item will authorize staff to proceed with the purchase order.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Quote
2. Sole Source Approval
3. Sole Source Letter
4. Historical Chemical Costs
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Amount of this Request	\$145,031	--
Future Fiscal Years	Amount	Funding Source(s)
Future Year Funding	\$149,382	FY 2027 Operating Budget – Water Plant Chemicals, Subject to Appropriation

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



MC-560 LO-CAT® CATALYST

9.09 pounds / gallon

PRICE SCHEDULE

<u>Quantity</u>	<u>\$/Unit</u> (NET 30 Days Terms)	<u>\$/Unit</u> (NET 45/60 Days Terms)	<u>\$/Unit</u> (NET 90 Days Terms)
Bulk (lbs)	\$1.56	\$1.64	\$1.72
Tote (lbs)	\$1.65	\$1.74	\$1.82
Drum	\$978.00	\$1,026.90	\$1,078.25

Prices quoted are F.O.B. origin and subject to change without notice.

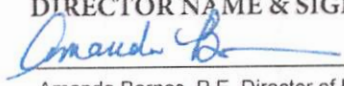
Prices are effective January 1, 2026

*(includes price of container)

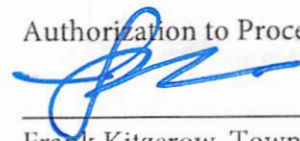
TOWN MANAGER'S SIGNATURE REQUIRED

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-Water Plant Andrea Thompson	DIRECTOR NAME & SIGNATURE  Amanda Barnes, P.E. Director of Utilities 1/13/26
AGENCY, VENDOR OR PROVIDER	V-3580 Merichem Technologies, LLC	
DETAIL SERVICE OR PRODUCT PURCHASED AND TERMS	(refer to page number(s), as necessary) This Sole Source request is for the chemical for Reverse Osmosis (RO) odor control and water treatment. Merichem is the sole proprietor of the LO-CAT system and associated LO-CAT chemicals MC-530, MC-550, and MC-560. Merichem does not authorize any other company to manufacture, distribute, or resell these products. Therefore, no other source can meet the Town's requirements. Town Council approved this purchase of these chemicals for FY26 on 7/15/25.	
DOLLAR AMOUNT & GL ACCOUNT(S)	(refer to page number(s)) 40050133-552007 \$135,391	
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  01/15/2026	
LEGAL REVIEW	Has the agreement/Contract been reviewed for legal sufficiency by the Town Attorney? ☐ Yes ☐ No N/A Automatic Renewal Terms (no change in Agreement/Contract) ☐ Yes ☐ No N/A If no, describe change:	
# OF DOCUMENTS TO BE SIGNED/ SPECIAL INSTRUCTIONS	Town Manager signature is requested on this Transmittal and the Sole Source Form.	
RETURN FORM TO	Andrea Thompson, andreat@jupiter.fl.us	

Authorization to Proceed:



TOWN OF JUPITER

SINGLE/SOLE SOURCE APPROVAL REQUEST

This form must be completed when requesting an exception to the Town's competitive procurement policy where only one vendor has a product that will meet the Town's needs or product specifications, or only one vendor can do the work requested. Completing this form does not guarantee that the proposed vendor will be selected. It is the requestor's responsibility to provide all required information and documentation as indicated in this form. A sole or single source procurement involving contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility shall be governed by Section 255.20, Florida Statutes.

Type of Source: ☒ Sole Source ☐ Single Source	
Sole Source: The ONLY known supplier for unique products and services where no other options are available Single Source: Though there may be alternate sources for the product or service requested, circumstances dictate the use of the proposed vendor (i.e. Availability, Timeliness, Location, etc.)	
Part 1: Department Information	
Department Name: Utilities	Division Name: Water Plant
Requestor's Name: Chris McKenzie	
Requestor's Phone: 561-741-2605	
Requestor's Email: ChrisM@jupiter.fl.us	
Initial Contract Term/Purchase Amount: \$ 135,391	
Funding Source: 40050133-552007	
Part 2: Vendor Information	
Vendor Name: Merichem Technologies, LLC	Vendor Contact Name: Linda Taylor
Vendor Address: 5450 Old Spanish Trail, Houston TX 77023	Vendor Munis ID number: V-3580
Vendor Phone: 713-428-5284	Vendor Email: ltaylor@merichemtech.com
Part III: Description and Purpose of Commodity and/or Service	
Please describe what the commodity or service is and what it is being purchased for. The Town of Jupiter utilizes the LoCat System for odor control and water treatment for the Water Plant's Reverse Osmosis system. Chemicals MC-530, MC-550 and MC-560 are used in Merichem's LoCat Mobile Bed Absorption System.	
Part IV: Mandatory Requirements and Specifications	
Please list any mandatory requirements or specifications that must be met by the vendor/commodity/service (i.e., government regulations, integration with existing systems, proprietary software, delivery times.) The LoCat system is a proprietary process developed and licensed by Merichem Technologies. Merichem Technologies is the sole supplier of the LoCat chemicals (MC-530, MC-550 and MC-560). All LoCat chemicals supplied to the Town of Jupiter are solely produced, made and manufactured by Merichem Technologies. Merichem Technologies does not authorize any other company to manufacture, distribute, or resell these products. Therefore, no other source can meet the Town's requirements.	

Part 4: Required Documentation

The following documentation must be attached to all sole/single source requests:

Written Justification Memo on Town letterhead, signed by the Department Director. The memo must identify the need/problem, unique features, regulatory mandates, compatibility/proprietary parts, market research, exclusivity, urgency, deadlines, and endorsement from end user.

A signed letter from the vendor on company letterhead attesting to the fact that they are a sole/single source. The letter must be dated within the past 12 months.

Written itemized Quote/SOW from vendor with all fees clearly identified.

Written Notification of Intent to be Published on the Town's e-procurement platform for 15 days. Notification must be in Word format to allow for revisions.

Part 6: Department

Chris McKenzie

Christopher O. McKenzie

1/8/2026

Requestor

Signature

Date

Amanda Barnes

Amanda Barnes

1/12/2026

Director

Signature

Date

Part 7: Finance

Billie Hancock

Billie Hancock

1/13/2026

Procurement Manager

Signature

Date

Dawn Clark

Dawn Clark

01/15/2026

Asst Finance Director

Signature

Date

Part 8: Town Manager

Town Manager

Signature

Date

Andrea Thompson

From: DemandStar <agencyservices@demandstar.com>
Sent: Friday, January 16, 2026 12:48 PM
To: Haley Johnson; Andrea Thompson
Subject: DemandStar: Bid - ANN-WTP-2026-01-0-2026/at Submitted for Broadcast

Bid Submitted on DemandStar

The following bid has been successfully submitted for broadcasting.

Bid Identifier: ANN-WTP-2026-01-0-2026/at
Bid Name: Notice of Intended Decision to Proceed with
Sole Source Purchase for LoCat Chemicals MC-
530, MC-550, and MC-560
Due Date: 02/06/2026 2:00 PM Eastern
Broadcast Date: 01/16/2026 12:52 PM Eastern
Bid Writer: Andrea Thompson
Bid Submitted by: Haley Johnson

You may update your Bid information up until broadcast.

[You can update your bid details here](#) or by going to the "Bids" tab, until the bid is broadcast, which is currently scheduled for 01/16/2026 12:52 PM Eastern.

Sincerely,
The DemandStar team





UTILITIES DEPARTMENT

MEMORANDUM

TO: Billie Sue Hancock, Finance *BH*
FROM: Andrea Thompson, Utilities Water Plant
DATE: January 9, 2026
RE: Sole Source Renewal of Merichem Technologies

This memo is to request Sole Source renewal with Merichem Technologies (V-3580) for the Utilities Department. The Town of Jupiter utilizes the LoCat System for odor control and water treatment for the Water Plant's Reverse Osmosis system. This LoCat System converts hydrogen sulfide (H_2S) to elemental sulfur. The hydrogen sulfide off-gas must be treated for proper disposal. Merichem's MC-530, MC-550, and MC-560 are the chemicals used to separate hydrogen sulfide gas molecules for conversion to elemental sulfur (a solid form) for disposal.

The LoCat system is a proprietary process developed and licensed by Merichem Technologies. Merichem Technologies is the sole supplier of the LoCat chemicals (MC-530, MC-550, and MC-560). All LoCat chemicals supplied to the Town of Jupiter are solely produced, made and manufactured by Merichem Technologies. Merichem Technologies does not authorize any other company to manufacture, distribute, or resell these products. Therefore, no other source can meet the Town's requirements.

Town Council approved the purchase of these chemicals for FY26 on 7/15/25 in the amount of \$135,391.

Our current Sole Source with Merichem Technologies expires on February 7, 2026.

Approved by Amanda Barnes, PE
Director of Utilities on 1/12/2026

January 6, 2026

Daniel Reed

Town of Jupiter

PO BOX 8900

Jupiter, FL 33468-8900

RE: Supply of LOCAT Chemicals

Town of Jupiter,

The LoCat System is a proprietary process developed and licensed by Merichem Technologies.

All LoCat Chemicals supplied to Town of Jupiter are solely produced, made, and manufactured by Merichem Technologies.

Merichem Technologies is the sole supplier of the LoCat Chemicals. We do not use distributors, resellers, or alternate suppliers for the sale of chemicals.

Chemicals Ordered by Town of Jupiter:

MC-530, MC-550, MC-560

For any questions or concerns, please email LTaylor@MerichemTECH.com.

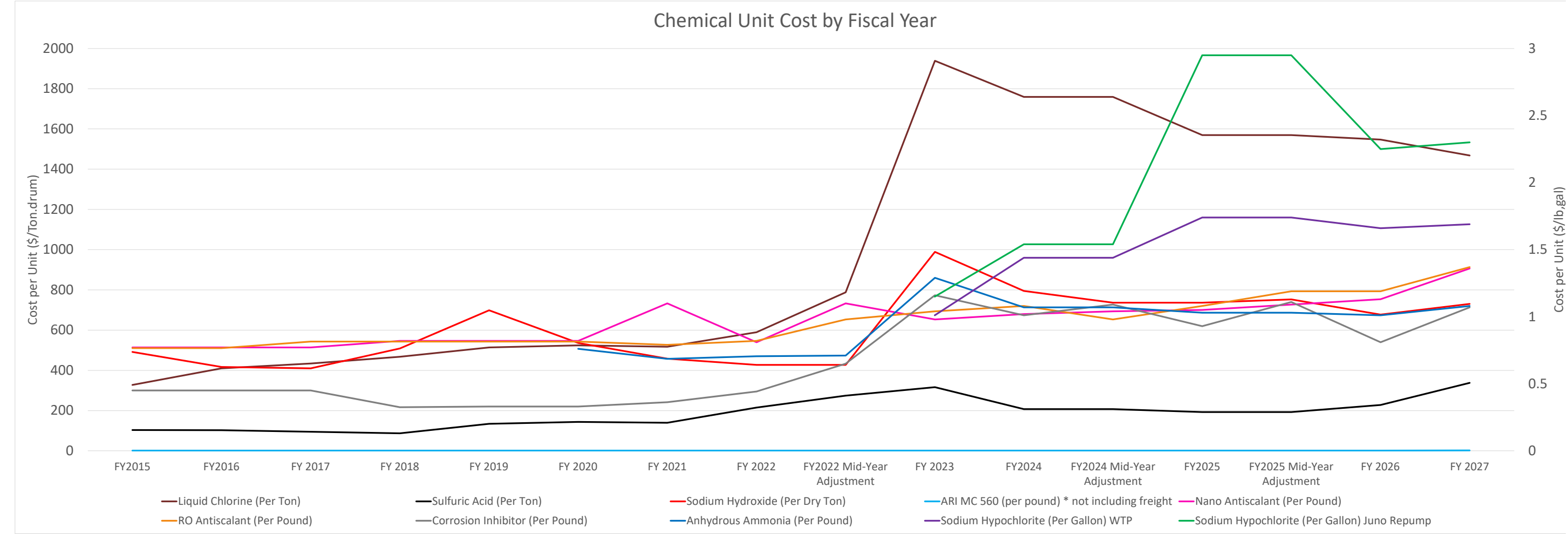
Thank you,

Linda Taylor

Inside Chemical Sales Manager - Domestic

713-428-5284

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	FY 2027	Variance FY2026 to FY2027 Bids	FY26 to FY27 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	\$1,468.00	(\$78.90)	-5.10%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$338.00	\$109.80	48.12%
Sodium Hydroxide (Per Dry Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	\$730.00	\$53.00	7.83%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	\$1.07	\$0.26	32.10%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$1.37	\$0.18	15.13%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.13	\$1.36	\$0.23	20.35%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	\$1.08	\$0.07	6.93%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	\$1.69	\$0.03	1.81%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	\$2.30	\$0.05	2.22%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.61	\$1.68	\$0.07	4.35%





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Robert Rounds, Procurement Manager *Robert Rounds*
Date: July 31, 2026
Re: Procurement Review – Approval of a purchase order for Merichem Technologies for supplying LoCat System odor control chemicals.

Upon review of a Sole Source procurement ANN-WTP-2026-01-1, for supplying LoCat System odor control chemicals on 02/2026 from Merichem Technologies for a unit price of \$1.65 per pound plus an additional \$0.03 for freight per pound, I have found that the procurement meets all requirements of F.S 255.20.

The procurement was announced on DemandStar with no protests and confirmed to be sole source.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Interlocal Agreement for Mutual Aid with the Village of Tequesta



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution 65-26 Approving the Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with the Village of Tequesta.

EXECUTIVE SUMMARY

Staff requests the Town Council approve a Mutual Aid Interlocal Agreement for Fire/Rescue assistance with the Village of Tequesta. If Resolution 65-26 is approved, the Town Manager will be authorized to execute the Interlocal Agreement (ILA) on the Town's behalf.

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

ANALYSIS

The "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on the basis of mutual advantage. The Town of Jupiter and the neighboring Village of Tequesta find it mutually advantageous and in the public interest to enter into an Interlocal Agreement for mutual fire and emergency medical services (EMS) assistance. Under this agreement, each municipality will be responsible for all costs associated with providing this mutual assistance. If Resolution 65-26 is approved, the Town Manager will be authorized to execute the ILA on the Town's behalf.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety
- Organizational Excellence

ATTACHMENTS

1. Resolution 65-26 and ILA

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Deputy Fire Chief Stephen Shaw at stephens@jupiter.fl.us or 561-741-2459.

RESOLUTION NO. 65-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO ENTER INTO A MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE/RESCUE ASSISTANCE BETWEEN THE VILLAGE OF TEQUESTA AND THE TOWN OF JUPITER; PROVIDING FOR AN EFFECTIVE DATE.

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, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Town and the Village of Tequesta have municipal fire departments with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, the Town and the Village of Tequesta deem it mutually advantageous to enter into this Agreement providing for mutual aid in times of emergency where the need created may be too great for either Party to deal with unassisted and is agreeable and in the public interest; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE

TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mutual Aid Interlocal Agreement for Fire/Rescue Assistance between the Town of Jupiter and the Village of Tequesta is hereby accepted in the form attached hereto as Exhibit1.

Section 3. The Town Manager is authorized and directed to execute said contract on behalf of the Town.

Section 4. Upon the acceptance and execution of the contract, the Jupiter Fire Rescue Department shall be responsible for carrying out all responsibilities which have been established therein.

Section 5. This Resolution shall take effect immediately upon its execution.

Exhibit 1

Mutual Aid Interlocal Agreement for Fire/Rescue Assistance Between The Village of Tequesta and The Town of Jupiter

THIS INTERLOCAL AGREEMENT FOR FIRE/RESCUE MUTUAL AID (Agreement) is made and entered into this ___ day of _____ by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation (hereinafter "VOT"), and the **TOWN OF JUPITER**, a Florida municipal corporation (hereinafter "TOJ")(also referred to as Party individually, or collectively as the Parties).

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each of the parties to this Agreement have municipal fire departments with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, the Parties have determined that it is mutually advantageous for them to enter into this Agreement providing for mutual assistance/mutual aid in times of emergency where the need created may be too great for either Party to deal with unassisted and is agreeable and in the public interest; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefit following from each to the other, VOT and TOJ do hereby agree as follows:

1 MUTUAL ASSISTANCE; OPERATIONS

1.1. Mutual Assistance; Areas: VOT and TOJ agree to provide assistance to each other for fire suppression and emergency medical services, within the terms and conditions set forth by this Agreement. The assistance/mutual aid provided for by this Agreement shall extend to areas served by the Parties through service agreements.

1.2. Request for Aid/Assistance: Emergency mutual assistance/mutual aid will be given when properly requested unless the Party from whom assistance is requested determines in accordance with Section 1.5 of this Agreement that it is unable to respond. The Party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The general nature, type and location of the emergency;
- b. The type and quantity of equipment and/or personnel needed; and
- c. The name and rank of the person making the request.

All requests shall be directed through Palm Beach County's emergency dispatch communications center or the Northern Municipal Regional Communications Center (NorthCom). The following

officials of the Parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, Incident Commanders, the Village Manager of VOT or the Town Manager of TOJ.

1.3. Command Authority: In the event of an emergency that requires additional assistance, the Fire Chief of the municipality in which the incident is located, or in his/her absence, the Assistant or Deputy Fire Chief or the Incident Commander, shall direct the activities at the scene where the emergency exists, but personnel responding to the call shall remain under the command of their own personnel at all times. Each Party shall retain control over its personnel and the rendition of services, standards of performance, discipline of the Party's personnel, and other matters incidental to the performance of services. Each Party authorizes its Fire Chief or his/her designee to meet with the other Party's Fire Chief or his/her designee and develop mutual aid/mutual assistance plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

1.4. Remuneration: The municipality rendering aid/assistance shall be responsible for all costs associated with providing mutual assistance/mutual aid services under this Agreement.

The Parties further agree that the municipality rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, Parties, or company involved in, causing, or responsible for the incident at the sole discretion of the municipality rendering aid or assistance. The municipality rendering aid/assistance for emergency medical services that require transport service may request reimbursement for the transport service from the patient. The municipality rendering service shall handle insurance claims and collection in accordance with their policies and procedures and shall be in accordance with the latest Federal Medicare guidelines, if applicable.

If the rendering municipality invoices the party responsible for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting municipality as a matter of courtesy, provided, however, that the Parties are not required to provide copies of transport fee invoices to the other Party and shall not otherwise use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act ("HIPAA"), the regulations promulgated thereunder, and any other applicable laws and regulations, all as may be amended from time to time.

1.5. Ability to Respond: This agreement shall not be construed to impose any obligation, duty, or responsibility whatsoever on the Parties to provide any specific type, kinds, or numbers of emergency personnel or apparatus at any station or emergency scene at any specific time. Each Party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or personnel available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the Parties understand and agree that it is not the intention of the Parties to subsidize the normal day-to-day operations or shortages in personnel or equipment of the other Party and that the mutual assistance/mutual aid provided hereunder is intended to be mutual in nature.

1.6. HIPAA Compliance: Both Parties acknowledge and agree that their respective Fire-Rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and, therefore, are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, the Parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

2 EMPLOYEES; REPRESENTATIVES

2.1. Representative and Contract Monitors: VOT's representative and Contract Monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 768-0550. TOJ's representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 741-2456.

2.2. Personnel Functions: No personnel of either Party to this Agreement shall perform any function or service that is not within that personnel's scope of duties as defined or determined by the appropriate or for which they are not qualified/certified to perform.

2.3. Personnel Claims, Benefit, etc.: No personnel, employee, officer, or agent of either Party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No personnel of either Party shall be deemed the personnel of the other for any purpose during the performance of services hereunder.

3 EFFECTIVE DATE; TERM

3.1. Effective Date and Term: This Agreement shall take effect upon approval by both Parties and continue for a term of 10 years, unless sooner terminated as provided herein.

3.2. Notice of Termination: Either Party to this Agreement may, upon 90 days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

4 LIABILITY; INDEMNIFICATION

4.1 No Assumption of Liability: Neither Party to this Agreement, nor their respective personnel, shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either Party.

4.2 Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance, and rules, and all pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of the personnel of either Party when performing their respective functions within the territorial limits for their respective municipalities, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially.

Liability for injury to personnel and for loss or damage of equipment shall be borne by the Party employing such personnel and owning or possessing such equipment.

4.3 Indemnification: Each Party shall be liable for its own actions and negligence, and to the extent permitted by law, VOT shall indemnify, defend, and hold harmless TOJ against any actions, claims, or damages arising out of VOT's negligence in connection with this Agreement, and TOJ shall indemnify, defend and hold harmless VOT against any actions, claims or damages arising out of TOJ's negligence in connection with this Agreement. The foregoing indemnity shall not constitute a waiver of sovereign immunity beyond the limits set for in Florida Statutes, Section 768.28, nor shall the same be construed to constitute an agreement by either Party to indemnify the other Party for such other Party's negligent, willful or intentional acts or omissions.

5 CONFLICT RESOLUTION; CLAIMS.

5.1 Conflicting Resolution. Any dispute or conflicts between the Parties that arise from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict at least ninety (90) days prior to either Party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

5.2 Remedies: This Agreement shall be construed by and governed by the laws of the state of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

5.3 Notice of Suits: Each Party agrees to notify the other of any claim or the initiation of any legal proceeding against it that relates in any manner to the services provided by the other Party. Each Party shall cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

6 GENERAL CONTRACT TERMS.

6.1 Equal Opportunity: Each Party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, color, sex, sexual orientation, pregnancy, religion, disability, age, marital status, national origin or ancestry.

6.2 Annual Appropriations: Each Party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

6.3 Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and shall be mailed to:

VOT: Village of Tequesta Fire Rescue Fire Chief
345 Tequesta Drive
Village of Tequesta, FL 33469

with a copy to:
Keith Davis, Village Attorney
345 Tequesta Drive
Village of Tequesta, FL 33469

TOJ: Fire Chief
____ Jupiter Fire Rescue Department
____ 210 Military Trail
Jupiter, FL 33458 ____ with
a copy to:

Thomas J. Baird
Town Attorney
4741 Military Trail, Suite 200 Jupiter,
FL 33458

Either Party may change its address upon notice to the other.

6.4 Records: Each Party shall maintain all records pertaining to the services delivered under this Agreement for a period required by applicable State of Florida record retention schedules. Each Party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research, or reports, in accordance with Florida law.

6.5 Assignment of Rights: Neither Party shall assign, transfer, or convey, in whole or in part, its rights, duties, or obligations under this Agreement without the prior written consent of the other.

6.6 Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

6.7 Captions: The captions and section designations herein set forth for convenience only shall have no substantive meaning.

6.8 No Transfer of Power. Nothing in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, Florida Statutes. The Parties governing authorities shall each retain all legislative authority with regard to their respective governing bodies.

6.9 Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

6.10 Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

6.11 Joint Preparation: The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

6.12 None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to anyone other than the Parties to this Agreement.

6.13 Triplicate Execution; File with Clerk. This Agreement shall be signed in triplicate by both Parties and filed for record by the municipality with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01 of Florida Statutes.

6.14 Entirety of Agreement. This Agreement represents the Parties' entire understanding and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:



By: Lori McWilliams, MNC
Village Clerk

TOWN OF JUPITER, FLORIDA
BY ITS TOWN Manager

By: _____
Frank Kitzerow, Town Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
Keith Davis, Village Attorney **ATTEST:**

#57313907663095 v1 26503-00001

By: _____
Merrianne Lahmeur, CMC, Town Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VILLAGE OF TEQUESTA BY ITS
~~VILLAGE MANAGER~~ **MAYOR**

By: [Signature]
~~mayer~~ Village Manager
molly Young

TOWN OF JUPITER
Contract for Supplying Liquid Chlorine



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 73-26: Approving a contract with Brenntag Mid-South, LLC for supplying liquid chlorine (W2706A) for a unit price of \$1,468 per ton.

EXECUTIVE SUMMARY

Resolution 73-26 provides for award of a contract with Brenntag Mid-South, LLC (Brenntag) to supply liquid chlorine (W2706A) to Jupiter's water treatment plant for a unit price of \$1,468 per ton including freight, totaling \$372,872 for fiscal year (FY) 2027, based on an estimated annual quantity. The proposed contract contains provisions for renewal of up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI).

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

An Invitation to Bid for a contract to supply liquid chlorine (W2706A) to Jupiter's water treatment plant was publicly advertised on May 24, 2026, in accordance with the Town's Procurement Policy. On June 23, 2026, two sealed bids were received and opened publicly. The lowest bid was submitted by Brenntag for a unit price of \$1,468 per ton including freight. A detailed bid tabulation is attached. Brenntag's bid unit price is 6.5% lower than the 2nd bidder and just over 5% lower than the current (FY 2026) contract unit price. Historical unit pricing for chemicals used by the Town's water treatment plant is provided as an attachment for reference. Brenntag's bid was reviewed and found to be responsive to the bid requirements. Brenntag has supplied the Town's water plant with water treatment chemicals in past years and satisfactorily fulfilled their contractual obligations.

Funding for the proposed contract is included in the Town's proposed FY 2027 Water Enterprise Fund operating budget and includes a 3% contingency should the actual chemical quantity required vary from that estimated. Based on Brenntag's bid unit price and the projected annual quantity of 254 tons of liquid chlorine, the estimated value of the initial contract term (FY 2027) is \$372,872. If approved, this contract will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget.

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

ANALYSIS

A review of Brenntag's bid submitted on June 23, 2026, to supply liquid chlorine (W2706A) to the Town of Jupiter's water treatment plant for FY 2027, concluded that their bid is responsive to the bid requirements and suitable for award, at the bid unit price of \$1,468 per ton, including freight. Based on a projected liquid chlorine demand of 254 tons, the annual cost for FY 2027 is estimated to be \$372,872. The proposed FY 2027 budget of \$384,059 includes a 3% contingency should actual consumption vary from that which has been estimated. The contract contains provision for renewal for up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI). FY 2028 and FY 2029 funding estimates provided in the funding source table below assume a 5% budget escalation per year. Provided the contract is awarded, it will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget. Town Council's approval of this item authorizes the Mayor to sign the contract on the Town's behalf and authorizes the Town Manager to approve renewals of the contract.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 73-26 and Contract
2. Winning Bid Proposal
3. Summary Sheet of Bid Tabulation
4. Historical Chemical Costs
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Amount of this Request	\$372,872	--
Future Fiscal Years	Amount	Funding Source(s)
Initial Term	\$384,059	FY 2027 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
1 st Renewal Term	\$403,262	FY 2028 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
2 nd Renewal Term	\$423,425	FY 2029 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation

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

RESOLUTION NO. 73-26

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A CONTRACT FOR
SUPPLYING LIQUID CHLORINE (W2706A) TO THE
TOWN'S WATER TREATMENT PLANT; PROVIDING FOR
AN EFFECTIVE DATE.**

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

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

WHEREAS, the lowest responsive bid received by the Town on June 23, 2026, for supplying liquid chlorine (W2706A) was submitted by Brenntag Mid-South, LLC in an amount of \$1,468 per ton, estimated to be \$372,872 annually, based on a projected chlorine demand of 254 tons per year; and

WHEREAS, the bid for supplying liquid chlorine submitted by Brenntag Mid-South, LLC is responsive to the bid requirements and suitable for award for the initial contract term, beginning October 1, 2026, and ending September 30, 2027, with provisions for

renewal and annual price adjustment by change order to the contract, subject to Town Manager approval; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2027 Operating Budget. Funds for FY2027 and future possible renewal terms are subject to Town Council appropriation of fiscal year operating budgets.

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

Section 1. The contract between the Town of Jupiter and Brenntag Mid-South, LLC for supplying liquid chlorine (W2706A) to the Town's Water Treatment Plant is hereby accepted in the form attached hereto as **Exhibit 1**.

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

Section 3. Upon the acceptance and execution of the contract, Brenntag Mid-South, 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.

CONTRACT BETWEEN OWNER AND SUPPLIER – REVISED BY ADDENDUM 1

This Contract made this _____ day of _____, _____ by and between the Town of Jupiter, a Florida municipal corporation (“Owner” or “Town”), and Brenntag Mid-South, LLC, 250 Central Florida Pkwy, Orlando, FL 32824-7601, a State of Kentucky Limited Liability Company, 99-4587098 (FEIN), (“Supplier”), in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. SUPPLIES.

- 1.1 Supplier shall furnish all of the supplies as specified or indicated in the Contract Documents. The goods and services to be furnished are generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **liquid chlorine** for an initial term of one (1) calendar year beginning October 1, 2026 through September 30, 2027 in accordance with the Contract Documents, including all addenda and technical specifications (“Supplies”).

Article 2. POINT OF DELIVERY.

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

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

Article 3. CONTRACT TIME.

- 3.1 The Supplies are to be delivered to the point of delivery specified in Article 2 and ready for Owner’s acceptance of delivery as outlined in the Contract Documents.
- 3.2 The initial term of the Contract will be one (1) year beginning October 1, 2026, through September 30, 2027. Within one hundred twenty (120) days prior to expiration of the initial term, Owner and Supplier may agree to renew the Contract for two (2), consecutive one (1) year additional terms, for a total maximum contract duration of three (3) consecutive years, in accordance with the Town’s Procurement Policy. Renewals must be in writing signed by both parties and by Contract Amendment and are subject to the same terms and conditions set forth in the initial Contract Documents and any subsequent written amendments to the Contract Documents. No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Supplier may elect not to renew the Contract but must provide one hundred twenty (120) days advance written notice to Owner. Owner is not obligated to renew the Contract for any additional term and may deny Supplier’s request for an additional term for any reason in its sole discretion. Regardless of anything to the contrary, this Contract may be terminated by Owner at any time and for any reason. Further, Supplier agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Upon termination for cause or convenience, Supplier acknowledges it is only entitled to recover for Supplies delivered and accepted by Owner prior to the termination date.
- 3.3 The parties agree that time is of the essence in the performance of each and every obligation required under the Contract Documents. The Contract may be changed or amended only by written amendment to the Contract, signed by both parties. However, Supplier’s failure to sign an amendment shall not prohibit Owner from signing and implementing the changes, as long the changes are supported by provisions of the Contract.

Article 4. TERMINATION.

- 4.1 Owner reserves the right to cancel the contract at any time with thirty (30) days advance written notice to Supplier. Owner shall only be obligated to pay Supplier for Supplies received and off-loaded into the Owner's allotted storage facility prior to the end of the thirty (30) day notice period.
- 4.2 If Supplier elects to cancel the Contract at any time during the Contract Term, Supplier shall provide one hundred twenty (120) days advance written notice to Owner and shall continue to supply the Supplies at the then contract unit price for the duration of the 120-day notice period, with no adjustment to unit pricing.

Article 5. CONTRACT PRICE.

- 5.1 Owner shall pay Supplier for furnishing the Supplies in accordance with the Contract Documents in current funds according to Contract unit pricing (\$/Ton), F.O.B. destination, as indicated in Supplier's sealed Bid and subsequent price adjustments in accordance with Contract provisions, documented by written amendment signed by both parties, for the term of the Contract.
- 5.2 At the time of any Contract renewal, annual adjustment of Contract unit pricing for the Supplies only shall be evaluated by Owner based on the most recent annual percentage change available on June 30th in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Chlorine, Sodium Hydroxide, and Other Alkalies, not seasonally adjusted (WPU06130302)*, obtained from the U.S. Department of Labor Bureau of Labor Statistics (BLS) Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Owner shall prepare an amendment to the Contract adjusting the Contract unit price for the Supplies for Supplier's review and signature. Annual price adjustments shall occur only at time of Contract renewal and will apply to new orders placed on or after the effective date of the executed written amendment. No adjustments outside of the annual adjustments described herein shall be allowed. Supplier's failure to sign the amendment shall not preclude the Owner from adjusting the contract unit price for chemical as described herein and making payments to Supplier at the adjusted Contract unit price. Owner may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contracts. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate the annual price adjustments.
- 5.3 The Contract unit price for freight is firm for the initial term of the Contract. Supplier 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) for *Automotive Diesel Fuel (APU000074717)* 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 Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Article 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the Owner shall be made via Electronic Funds Transfer ("EFT"). Supplier shall complete a Town of Jupiter Vendor application form providing Owner with financial information required for EFT payments.
- 6.2 Supplier shall invoice the Owner within thirty (30) days of delivery of the Supplies to Owner. Invoicing shall be based on the Contract unit price at the time of delivery. Owner shall not be obligated to pay for

product delivered to the site that is found by Owner to be out of compliance with the Contract requirements and Supplies' specifications.

- 6.3 Supplier is responsible to ensure that invoices are based on the correct Contract unit price. Owner is only obligated to pay for chemical supplied, delivered, and accepted based on correct Contract unit pricing, as documented in the Contract or subsequent amendments to the Contract.

Article 7. SUPPLIER'S REPRESENTATIONS. In order to induce Owner to enter into this Contract, Supplier makes the following representations:

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

Article 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire Contract between Supplier and Owner are attached to this Contract, made a part hereof and consists of the following:
- A. Table of Contents
 - B. Invitation to Bid Advertisement
 - C. Instructions to Bidders
 - D. Bid Forms (with required supporting documentation)
 - 1. Bid Forms Cover Page
 - 2. Bid Schedule of Values
 - 3. Qualification Requirements
 - a. State of Florida Business License
 - 4. Bidder's Previous Experience and References
 - 5. Contractor E-Verify Affidavit
 - 6. Subcontractor E-Verify Affidavit
 - 7. Sworn Statement
 - 8. Bid Form Checklist
 - 9. Bid Acknowledgement
 - 10. Bid Signature Page
 - 11. Affidavit of Compliance with Chemical Specifications
 - 12. ANSI/NSF Standard 60 Drinking Water Certification
 - 13. Safety Data Sheet
 - 14. Certificate(s) of Insurance
 - E. Notice of Intent to Award
 - F. Notice of Award
 - G. Contract between Owner and Supplier
 - H. Technical Specifications and Exhibits bearing the title: Contract for Supplying Liquid Chlorine (W2706A)
 - I. Any addenda issued to the Bid Documents

- J. Any modifications, including written Contract amendments, duly delivered after execution of this Contract

Article 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 Owner and Supplier each bind itself, its partners, elected officials, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This 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 Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - A. A request to inspect or copy public records relating to a public agency's contract for goods or services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - B. If the Supplier does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.
 - C. A supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - D. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- A. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all suppliers, and subcontractors performing Work, providing supplies, or providing goods or services under the Contract.
- B. Suppliers are responsible for reviewing Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- C. Supplier 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.
- D. The Supplier 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.
- E. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier's employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid 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. Supplier 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.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 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.
- B. The Supplier, by its execution of the Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Supplier is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- C. The Owner reserves the right to terminate the Contract if the Supplier 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 Supplier for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- A. Section 287.135(2), Florida Statutes, prohibits the Owner from entering in to a contract with a supplier that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- B. The Supplier, 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.
- C. The Owner reserves the right to terminate the Contract if the Supplier is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Owner, in the event of such termination, shall not incur any liability to the Supplier for any work or materials furnished.

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Brenntag Mid-South, LLC
250 Central Florida Parkway
Orlando, FL 32824-7601

Chad Massie, Regional President

(COMPANY SEAL)

ATTEST

SIGNATURE

PRINT NAME AND POSITION

#7890135 v1 26503-00006



Town of Jupiter
Town Clerk
210 Military Trail
Jupiter FL 33458

Dear **Town Clerk**,

Thank you for the opportunity to submit a bid for the Chlorine Bid. We appreciate the time and effort your team has dedicated to developing this solicitation and outlining the requirements.

Brenntag Mid-South LLC is pleased to present our proposal, which reflects our commitment to delivering high quality service, dependable project execution, and strong value to the Town of Jupiter. Our team has extensive experience in Municipal chemical delivery, and we are confident in our ability to successfully support this project.

We understand the importance of safety first, cost efficiency, sustainability, compliance, and our proposal has been prepared with these priorities in mind. Should you require any additional information, clarifications, or supporting documentation, please feel free to contact our team - bms-bids@brenntag.com

Once again, thank you for considering our submission. We look forward to the possibility of partnering with you on this project.

Sincerely,

Sara Terry
Municipal Bid Manager
Brenntag Mid-South, LLC
Phone: [828-729-7557](tel:828-729-7557)

BID FORMS

Bidding Company Name: Brenntag Mid-South, LLC.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the 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, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed Contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with liquid chlorine for use in the treatment of drinking water in accordance with the Bid/Contract Documents, for a period of one (1) year, beginning October 1, 2026 through September 30, 2027, with the option to renew the contract for up to two (2) individual and consecutive one (1) year terms, with annual price adjustments in accordance with Contract provisions.

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

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Bid for the unit prices stated on the Bid Schedule of Values. If awarded the Contract, the undersigned agrees to supply and deliver chemicals in accordance with the terms and conditions included in the Bid/Contract Documents and all addenda, including but not limited to honoring bid unit pricing and accepting allowable price adjustments as described therein for the full duration of the Contract. The Bid Documents and any addenda issued will form the basis of the Contract Documents.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING LIQUID CHLORINE (W2706A)

SUPPLIER NAME: Brenntag Mid-South, LLC.

Contract Term, 1-year (October 1, 2026 – September 30, 2027)

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

1	Liquid Chlorine Unit Price	254	tons	\$ <u>1,468.00T</u>	\$ <u>372,872.00</u>
2	Freight (F.O.B. Destination)	254	tons	\$ <u>0.00</u>	\$ <u>0.00</u>

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/ton): \$ 1,468.00T

Total Estimated Annual Chemical Cost (F.O.B. Destination) = \$ 372,872.00

Minimum Order - 6 cys

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/ton) in Words: One Thousand Four

Hundred Sixty Eight Dollars and Zero Cents

Total Estimated Annual Chemical Cost (F.O.B. Destination) based on 254 tons in Words: Three Hundred
Seventy Two Thousand, Eight Hundred Seventy Two Dollars and Zero Cents

**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 the sealed Bid.)

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

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

1. State the numbers of years your organization has been doing business in the State of Florida and provide a copy of the company's current and valid Business License: 44
2. Has Bidder ever failed to fulfill its contractual obligations satisfactorily under a previous contract for the Owner or other entity? If so, provide explanation.

No

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

250 Central Florida Parkway Orlando FL 32824-7601

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

Sara Terry - Municipal Bid Manager

5. Provide the company name and contact information of the Bidder's subcontractor to be used for chemical transportation, hauling and delivery, if applicable. The Subcontractor E-Verify Affidavit, provided in the Bid Forms, shall be submitted with supporting documentation for each subcontractor. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

Self-Perform

6. Bidder shall demonstrate its ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL contracts awarded within the last three (3) years that were terminated or cancelled before the end of the Contract Term and explain the reason for early cancellation. Attach additional pages as needed:

CONTRACT NAME: N/A

OWNER NAME/CONTACT INFO: N/A

CONTRACT COMPLETION DATE: N/A

ACTUAL COMPLETION DATE: N/A

REASON FOR EARLY CANCELLATION/TERMINATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

7. List ALL contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/A

OWNER: N/A

TYPE OF
LITIGATION: N/A

REASON FOR LITIGATION: N/A

8. 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.
9. Only bidders who are deemed qualified, at Owner's sole discretion, will be considered for Contract award. Failure to provide previous experience and qualification information as requested in the Bid Documents, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder, may result in bid disqualification.

NOTE:

- a. Bidder shall complete and submit with the sealed Bid, Bidder's Previous Experience & References forms provided on the following pages documenting previous experience and references of the chemical supplier for at least three (3) contracts similar in scope and value from the previous three (3) years. All information requested on the following forms shall be provided in sufficient detail for Owner to perform a comprehensive review of previous experience and references.
- b. In order to be deemed acceptable for the purpose of determining Bidder qualification, similar contracts shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers for the Owner.

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BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Seacoast Utilities Authority

OWNER CONTACT NAME AND PHONE NUMBER: Jessica Decker 561-627-2900

NAME OF CHEMICAL SUPPLIED: Sodium Hydroxide and Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: Sodium Hydroxide-465T and Chlorine-390T

CONTRACT VALUE: \$1.8-Mil

CONTRACT START AND COMPLETION DATES: 2022 - current

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

ADDITIONAL INFORMATION: N/A

(2) NAME & LOCATION OF CONTRACT: City of Vero Beach

OWNER CONTACT NAME AND PHONE NUMBER: Ed Tipton 772-978-5472

NAME OF CHEMICAL SUPPLIED: Sodium Hydroxide

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 285,000 gal

CONTRACT VALUE: \$290,000

CONTRACT START AND COMPLETION DATES: 2023 - current

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

ADDITIONAL INFORMATION: N/A

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(3) NAME & LOCATION OF CONTRACT: City of Port St Lucie

OWNER CONTACT NAME AND PHONE NUMBER: Robyn Holder 772-344-4293

NAME OF CHEMICAL SUPPLIED: Chlorine and Sodium Hydroxide

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: Sodium Hydroxide-2+ Mil lbs and Chlorine - 498,000gal

CONTRACT VALUE: 1.6+ Mil

CONTRACT START AND COMPLETION DATES: 2022 - current

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

ADDITIONAL INFORMATION: N/A

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CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of Brenntag Mid-South, LLC. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Sara Terry

Print Name: Sara Terry

Date: 5/29/26

STATE OF ~~FLORIDA~~ North Carolina

COUNTY OF Vance

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 5/29/26 (date) by Sara Terry (name of officer or agent, title of officer or agent) of Brenntag Mid-South, LLC. (name of contractor company acknowledging), a Kentucky (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Melissa Medlin

Name typed, printed or stamped

My Commission Expires: 12/5/27

SUBCONTRACTOR E-VERIFY AFFIDAVIT

N/A

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

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

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

Print Name: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

SWORN STATEMENT

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

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

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

by Sara Terry - Municipal Bid Manager
[print individual's name and title]

for Brenntag Mid-South, LLC.
[print name of entity submitting sworn statement]

whose business address is 250 Central Florida Parkway Orlando FL 32824-7601

and (if applicable) its Federal Employer Identification Number (FEIN) is:
99-4587098

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

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

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

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

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

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

[attach a copy of the final order]

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

Sara Terry
[signature]

Sworn to and subscribed before me this 25 day of June, 26

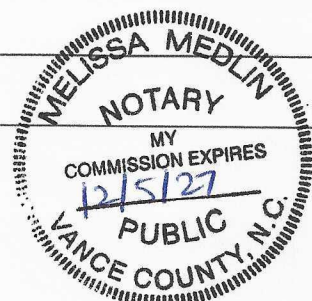
Personally known Sara Terry

OR Produced identification _____ Notary Public – State of North Carolina

My commission expires 12/5/27

Melissa Medlin

(Printed typed or stamped commissioned name notary public)



BID FORM CHECKLIST
CONTRACT FOR SUPPLYING LIQUID CHLORINE (W2706A)

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
ST	1	Bid Forms Cover Page
ST	2	Bid Schedule of Values
ST	3	Qualification Requirements form
ST	3a	State of Florida Business License
ST	4	Bidder's Previous Experience & References (minimum of 3 over the last 3 years)
ST	5	Contractor E-Verify Affidavit with supporting documentation
ST	6	Subcontractor E-Verify Affidavit with supporting documentation for each subcontractor
ST	7	Sworn Statement
ST	8	Bid Form Checklist
ST	9	Bid Acknowledgement
ST	10	Bid Signature Page
ST	11	Affidavit of Compliance with Chemical Specifications
ST	12	ANSI/NSF Standard 60 Drinking Water Certification
ST	13	Safety Data Sheet
ST	14	Certificate(s) of Insurance

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, whichever one is received first.

ST (Initials)

The undersigned understands and accepts that the initial term of the Contract commences on October 1, 2026 and continues for one (1) year, expiring September 30, 2027. The Contract contains provisions for renewal of up to two (2) additional 1-year terms beginning October 1, 2027, with annual unit price adjustments for the chemical only at time of renewal. ST (Initials)

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid. ST (Initials)

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

The undersigned understands and accepts that if a contract is awarded, Owner will issue a Purchase Order (PO) to Supplier when the Contract commences and at the beginning of each fiscal year thereafter. The value of each PO will be based on the Contract unit price, (\$ per Ton) including freight (F.O.B. destination), at the time the PO is issued and the estimated quantity of chemical for the fiscal year or applicable portion of the fiscal year. Payment to the Supplier will be based on the actual quantity of chemical meeting the Contract specifications and safely delivered and conveyed to Owner's facilities and the Contract unit pricing as indicated on the bid form or as adjusted by Contract amendment in accordance with Contract provisions. ST (Initials)

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 Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the Contract justifying its termination. ST (Initials)

The undersigned understands that time is of the essence and that deliveries of chemical to Owner shall be handled with urgency as may be needed for the public health and safety of Owner's water supply. ST (Initials)

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BID SIGNATURE PAGE

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

SUBMITTAL DATE 5/29/26

FIRM NAME Brenntag Mid-South, LLC.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 99-4587098

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

SIGNATURE OF RESPONSIBLE OFFICIAL *Sara Terry*

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Sara Terry - Municipal Bid Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL bms-bids@brenntag.com

BUSINESS ADDRESS 250 Central Florida Parkway Orlando FL 32824-7601

BUSINESS TELEPHONE 828-729-7557

STATE OF INCORPORATION Kentucky

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

Sara Terry - Municipal Bid Manager

Ray Sibbitt - Director of Mini Bulk/Municipal Dev.

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

Lisa Funkhouser - General Manager - 270-869-4543

Lori Patton - Account Lead - 689-325-1807

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this 29 day

of May, 2026 by Sara Terry of

Brenntag Mid-South, LLC., who ☒ is personally known to me or ☐ has produced

as identification and who did (did not) take an oath.

[Notary Seal]



Melissa Medlin

NOTARY PUBLIC

My Commission Expires: 12/5/27

MEMORANDUM

TO: To Whom It May Concern
FROM: Chad Massie
DATE: January 19, 2026
SUBJECT: Authority to Sign

This is to advise that Sara Terry, in her capacity as Municipal Bid Manager, has authority to sign Bid Documents on behalf of Brenntag Mid-South, LLC.



Chad Massie, Regional President
Brenntag Mid-South, LLC

State of Kentucky
County of Henderson

Subscribe and sworn to before me by Chad Massie, personally know to me, on this the 19th day of January, 2026.



Sandra L. Littrell, Notary Public
My Commission Expires: 1/22/30

General Contact Information:

Bid/Contracts/Renewals -

Sara Terry

bms-bids@brenntag.com

828-729-7557

Place an order -

Greg Samples, CSR

Greg.samples@brenntag.com

800-876-1727 Ext 3224

Account Manager -

Lori Patton

Lori.patton@brenntag.com

689-325-1807

Local Facility -

Orlando FL Facility

250 Central Florida Parkway

Orlando FL 32824

Remittance -

PO Box 7410714

Chicago, IL 60674

mid-south.accountremittance@brenntag.com

Preferred method of payment is ACH

- account information available upon request.



No Events No Name History

Detail by Entity Name

Foreign Limited Liability Company

BRENNTAG MID-SOUTH, LLC

Filing Information

Document Number M26000001431 FEI/EIN Number 61-0504545 Date
Filed 01/27/2026 State KY Status ACTIVE

Principal Address

1405 HWY 136 W.
HENDERSON, KY 42420

Mailing Address

1405 HWY 136 W.
HENDERSON, KY 42420

Registered Agent Name & Address CORPORATION SERVICE COMPANY

1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail Name & Address

Title MGR

BRENNTAG NORTH AMERICA LLC

5083 POTTSVILLE PIKE
READING, PA 19605

Title MBR

BRENNTAG NORTH AMERICA LLC

5083 POTTSVILLE PIKE

READING, PA 19605

Title P

MASSIE, CHAD

1405 HWY 136 W.

HENDERSON, KY 42420

Title S

SKINNER, JAIME

550 E. SWEDES FORD RD STE 305

WAYNE, PA 19087

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida****2026****EXPIRES****SEPTEMBER 30, 2026**

3128-0970290

3128 BULK PLANT
5000 BUSINESS OFFICE\$120.00
\$30.0033 EMPLOYEE(S)
10 EMPLOYEE(S)TOTAL TAX \$ 150.00
PREVIOUSLY PAID \$ 150.00
TOTAL DUE \$ 0.00

CAVINS J C VP & CFO

BRENNTAG MID SOUTH INC
P O BOX 20
HENDERSON, KY 42419-0020250 CENTRAL FLORIDA PKWY -
U - ORLANDO - 32824

Paid \$ 150.00 INT-25-00712561 07/03/2025

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2026**EXPIRES****SEPTEMBER 30, 2026**

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U - ORLANDO - 32824

Paid \$ 150.00 INT-25-00712561 07/03/2025

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2026

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

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

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN101263979-ALL-GAWX-26-27		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED BRENNTAG MID-SOUTH, LLC 1405 HWY 136 W HENDERSON, KY 42420		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Of The State Of PA INSURER B: ACE American Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: N/A INSURER E: HDI Global Specialty SE / Lloyds Syndicates INSURER F:	
		NAIC # 19429 22667 43575 N/A	

COVERAGES

CERTIFICATE NUMBER:

CLE-006117195-64

REVISION NUMBER: 29

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			027783086	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH1136195A	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WLRC72802639 (AOS) SCFC72802652 (WI) WLRC72802640 (AK)	01/01/2026 01/01/2026 01/01/2026	01/01/2027 01/01/2027 01/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	Product Recall Liability			P00XXW25AFB	10/09/2025	10/09/2026	Liability Limit \$ 2,000,000 SIR \$100,000

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

Certificate of Insurance is issued as evidence of coverage only.

CERTIFICATE HOLDER

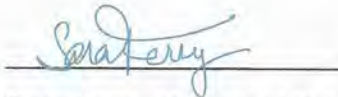
CANCELLATION

BRENNTAG MID-SOUTH, INC. 1405 HIGHWAY 136 WEST HENDERSON, KY 42420	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>

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Affidavit of Compliance

Brenntag Mid-South, Inc., complies in all respects with American Water Works Association Standard ANSI/AWWA B301-2020, NSF/ANSI Standard 60 Certification for Chlorine.



Sara Terry, Municipal Bid Manager

Subscribed and sworn to on this 29 day of May, 2026.


Notary Public

My Commission Expires: 12/5/27



Quality Certificate

BRENNTAG MID SOUTH INC
317 WAUHATCHIE PIKE ROAD
CHATTANOOGA TN 37419
USA

Customer Contact:
Vessel Id: UTLX940646

Ship Date
09/05/2025
PO No.
741962
Order No.
2575804-000010
Customer number
37494
Plant: Natrium

Delivery Item.
85967672-900001
Shipment
1302220
Net Wt
167,250.000 LB

Material: 80006216 LIQUID CHLORINE BULK

Batch: ND20AUG25 **Package Qty:** 167,250.000 LB

Property	Unit	Value	Lower Limit	Upper Limit	Method
Chlorine	%wt	99.96	99.50	100.00	NP-07-14
NCL3	ppm	4		10	NP-07-02
Residue	ppm	1		50	NP-07-08
Moisture	ppm	1		50	NP-07-08

Material Sales Text

Seal No: 1020345

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals-This product is certified to NSF/ANSI/CAN Standard 60, Drinking Water Treatment Chemicals - Health Effects. The maximum use level for potable water is 30 mg/L.



BRENNTAG LOT # 253418085273

The test results herein are believed to be accurate but are laboratory tests based on limited sampling which do not necessarily simulate actual use conditions. The shipped goods are delivered in their present condition as is without warranty. NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND ARE MADE, AND WESTLAKE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. Westlake shall not be liable for any use or handling of any material beyond Westlake's direct control.

Date : 09/05/2025
Time : 05:43:16

Required Signature

Joe M' Mullen

1. Identification

Other means of identification	None known.	
Product identifier	CHLORINE	
Other means of identification		
CAS number	7782-50-5	
Recommended use	ALL PROPER AND LEGAL PURPOSES	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Brenntag Mid-South	
Address	1405 Highway 136, West Henderson, KY 42420	
Telephone	270-830-1222	
E-mail	Not available.	
Emergency phone number	800-424-9300	CHEMTREC

2. Hazard(s) identification

Physical hazards	Oxidizing gases	Category 1
	Gases under pressure	Liquefied gas
	Corrosive to metals	Category 1
Health hazards	Acute toxicity, inhalation	Category 2
	Skin corrosion/irritation	Category 1A
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
	Specific target organ toxicity, repeated exposure	Category 1
Environmental hazards	Not classified.	
OSHA defined hazards	Not classified.	
Label elements		



Signal word	Danger
Hazard statement	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. Fatal if inhaled. May cause respiratory irritation. Causes damage to organs through prolonged or repeated exposure.
Precautionary statement	
Prevention	Keep/Store away from clothing and other combustible materials. Keep only in original container. Keep reduction valves/valves and fittings free from oil and grease. Do not breathe gas. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection. Wear respiratory protection.

Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. Wash contaminated clothing before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Specific treatment is urgent (see this label). In case of fire: Stop leak if safe to do so. Absorb spillage to prevent material damage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in corrosive resistant container with a resistant inner liner. Protect from sunlight. Store in a well-ventilated place.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	None.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Chlorine		7782-50-5	100

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Oxygen or artificial respiration if needed. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Not likely, due to the form of the product. Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Headache. Dizziness. Nausea, vomiting. Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Coughing. Prolonged exposure may cause chronic effects.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	None known.
Specific hazards arising from the chemical	Greatly increases the burning rate of combustible materials. Containers may explode when heated. During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

**Fire fighting
equipment/instructions**

Allow gas to burn if flow cannot be shut off immediately. Apply water from safe distance to cool container and protect surrounding area. In case of fire: Stop leak if safe to do so. Do not move cargo or vehicle if cargo has been exposed to heat. If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also consider initial evacuation for 800 meters (1/2 mile) in all directions. ALWAYS stay away from tanks engulfed in flame. Move containers from fire area if you can do so without risk. Do not direct water at source of leak or safety devices as icing may occur. Use water spray to cool unopened containers. Withdraw immediately in case of rising sound from venting safety device or any discoloration of tanks due to fire. For massive fire in cargo area, use unmanned hose holder or monitor nozzles, if possible. If not, withdraw and let fire burn out.

Specific methods

Cool containers exposed to flames with water until well after the fire is out.

General fire hazards

Contents under pressure. Pressurized container may explode when exposed to heat or flame. May cause or intensify fire; oxidizer.

6. Accidental release measures

**Personal precautions,
protective equipment and
emergency procedures**

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep out of low areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Wear appropriate protective equipment and clothing during clean-up. Do not breathe gas. Emergency personnel need self-contained breathing equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

**Methods and materials for
containment and cleaning up**

Stop leak if you can do so without risk. Extinguish all flames in the vicinity. If this gas leaks without igniting, extreme caution must be used; flammable or explosive mixtures with air may be formed. Use water spray to reduce vapors or divert vapor cloud drift. Isolate area until gas has dispersed. This product is moderately soluble in water. Prevent entry into waterways, sewer, basements or confined areas. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water. Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.

Environmental precautions

Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground. Runoff from fire control or dilution water may cause pollution.

7. Handling and storage

Precautions for safe handling

Do not handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Keep away from combustible material. Keep reduction valves free from grease and oil. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. When moving cylinders, even for short distances, use a cart (trolley, hand truck, etc.) designed to transport cylinders. Suck back of water into the container must be prevented. Do not allow backfeed into the container. Purge air from system before introducing gas. Use only properly specified equipment which is suitable for this product, its supply pressure and temperature. Contact your gas supplier if in doubt. Do not breathe gas. Do not get in eyes, on skin, or on clothing. When using, do not eat, drink or smoke. Use only outdoors or in a well-ventilated area. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.

**Conditions for safe storage,
including any incompatibilities**

Store locked up. Store in a cool, dry place out of direct sunlight. Store in corrosive resistant container with a resistant inner liner. Store in tightly closed container. Keep only in the original container. Store in a well-ventilated place. Do not store near combustible materials. Stored containers should be periodically checked for general condition and leakage. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

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

Material	Type	Value
Chlorine (CAS 7782-50-5)	Ceiling	3 mg/m3

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

Material	Type	Value
		1 ppm

US. ACGIH Threshold Limit Values (TLV)

Material	Type	Value
Chlorine (CAS 7782-50-5)	STEL	0.4 ppm
	TWA	0.1 ppm

NIOSH. Immediately Dangerous to Life or Health (IDLH) Values, as amended

Material	Type	Value
Chlorine (CAS 7782-50-5)	IDLH	10 ppm

US. NIOSH: Pocket Guide to Chemical Hazards Recommended Exposure Limits (REL)

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

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection	Wear safety glasses with side shields (or goggles) and a face shield.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Other	Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.
Respiratory protection	Wear positive pressure self-contained breathing apparatus (SCBA).
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations	When using, do not eat, drink or smoke. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.
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9. Physical and chemical properties**Appearance**

Physical state	Gas.
Form	Liquefied gas.
Color	YELLOWISH-GREEN
Odor	PUNGENT
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	-150 °F (-101.11 °C)
Initial boiling point and boiling range	-29.27 °F (-34.04 °C)
Flash point	Not available.
Evaporation rate	Not available.

Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	2.48
Relative density	Not available.
Solubility(ies)	
Solubility (water)	7 g/l
Partition coefficient (n-octanol/water)	0.85
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	11.87 lbs/gal 1.42 g/ml
Explosive properties	Not explosive.
Molecular formula	Cl ₂
Oxidizing properties	May cause or intensify fire; oxidizer.
Specific gravity	1.42
Surface tension	18.4 mN/m (68 °F (20 °C))

10. Stability and reactivity

Reactivity	Greatly increases the burning rate of combustible materials. May be corrosive to metals.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Keep away from combustible material. Heat. Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents. Combustible material. Reducing agents. Metals. Ammonia.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Fatal if inhaled.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics	Headache. Dizziness. Nausea, vomiting. Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Coughing.
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Information on toxicological effects

Acute toxicity	Fatal if inhaled.
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Product	Species	Test Results
CHLORINE (CAS 7782-50-5)		
<u>Acute</u>		
Inhalation		
LC50	Rat	260 - 344 ppm, 1 Hours

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Due to partial or complete lack of data the classification is not possible.
Skin sensitization	Due to partial or complete lack of data the classification is not possible.
Germ cell mutagenicity	Due to partial or complete lack of data the classification is not possible.
Carcinogenicity	Due to partial or complete lack of data the classification is not possible.
IARC Monographs. Overall Evaluation of Carcinogenicity	
Not listed.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)	
Not listed.	
US. National Toxicology Program (NTP) Report on Carcinogens	
Not listed.	
Reproductive toxicity	Due to partial or complete lack of data the classification is not possible.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Causes damage to organs through prolonged or repeated exposure.
Aspiration hazard	Not likely, due to the form of the product. Due to partial or complete lack of data the classification is not possible.
Chronic effects	Causes damage to organs through prolonged or repeated exposure.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.		
Product	Species	Test Results	
Chlorine (CAS 7782-50-5)			
Aquatic			
<i>Acute</i>			
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	0.029 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.		
Bioaccumulative potential			
Partition coefficient n-octanol / water (log Kow)			
0.85			
Mobility in soil	This product is moderately water soluble and may disperse in soil.		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		

13. Disposal considerations

Disposal instructions	Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Do not incinerate sealed containers. If discarded, this product is considered a RCRA ignitable waste, D001. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D001: Waste Flammable material with a flash point <140 F D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner.

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information**DOT**

UN number	UN1017
UN proper shipping name	CHLORINE POISON-INHALATION HAZARD, ZONE B RQ,MARINE POLLUTANT
Transport hazard class(es)	
Class	2.3
Subsidiary hazard	5.1, 8
Packing group	-
Environmental hazards	
Marine pollutant	No.

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

Transportation information on packaging may be different from that listed. Information is for reference purposes only. The shipper is legally required to provide, certify, and receive training on, the transportation data for any shipment. Transportation information on packaging may be different from that listed. Information is for reference purposes only. The shipper is legally required to provide, certify, and receive training on, the transportation data for any shipment. Transportation information on packaging may be different from that listed.

IMDG

UN number	UN1017
UN proper shipping name	CHLORINE, MARINE POLLUTANT
Transport hazard class(es)	
Class	2.3
Subsidiary hazard	5.1, 8
Packing group	-
Environmental hazards	
Marine pollutant	Yes

EmS F-C, S-U

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

DOT**IMDG**

Marine pollutant



General information

IMDG Regulated Marine Pollutant. Avoid transport on vehicles where the load space is not separated from the driver's compartment. Ensure vehicle driver is aware of the potential hazards of the load and knows what to do in the event of an accident or an emergency. Before transporting product containers: Ensure that containers are firmly secured. Ensure cylinder valve is closed and not leaking. Ensure valve outlet cap nut or plug (where provided) is correctly fitted. Ensure valve protection device (where provided) is correctly fitted. Ensure adequate ventilation. Ensure compliance with applicable regulations.

15. Regulatory information

US federal regulations

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

Toxic Substances Control Act (TSCA)

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Chlorine (CAS 7782-50-5)

SARA 304 Emergency release notification

Chlorine (CAS 7782-50-5) 10 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

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

SARA 311/312 Hazardous chemical

Classified hazard categories

Oxidizer (liquid, solid, or gas)
Gas under pressure
Corrosive to metal
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Chlorine	7782-50-5	100

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Chlorine (CAS 7782-50-5)

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

Chlorine (CAS 7782-50-5)

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130)

Hazardous substance

Safe Drinking Water Act (SDWA) Listed.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

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

Issue date	05-22-2017
Revision date	12-16-2025
Version #	30
HMIS® ratings	Health: 3* Flammability: 0 Physical hazard: 4
NFPA ratings	Health: 4 Flammability: 0 Instability: 3 Special hazards: OX
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	This document has undergone significant changes and should be reviewed in its entirety.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, May 28, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

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

[CompanyName=brenntag+mid%2Dsouth&ChemicalName=Chlorine&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+mid%2Dsouth&ChemicalName=Chlorine&)

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

Brenntag Mid-South, LLC

1405 Highway 136 West

P.O. Box 20

Henderson, KY 42420-0020

United States

800-950-7267

270-827-3545

Visit this company's website

(<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-mid-south/index.jsp>)

Facility : Orlando, FL

Chlorine[CL]

Trade Designation

Chlorine, Liquified Gas

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

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

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

Facility : Terre Haute, IN**Chlorine[CL]**

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

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

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

Facility : Henderson, KY**Chlorine[CL]**

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

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

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : Chattanooga, TN**Chlorine[CL]**

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

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

Facility : Nitro, WV

Chlorine[CL]

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

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

Number of matching Manufacturers is 1
Number of matching Products is 5
Processing time was 0 seconds



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Client Company ID Number: 2964217

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Brenntag Mid-South, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 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

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. 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.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. 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.

6. 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.

7. 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



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. 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.

9. 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.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. 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.

12. 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



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. 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).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. 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.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent 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.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. 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.

19. 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.

20. 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.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at 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.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [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 Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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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.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Brenntag Mid-South, LLC (Employer) hereby designates and appoint HireRight, LLC. (v30) (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer	
Brenntag Mid-South, LLC	
Name (Please Type or Print) Lisette Marquez-Majerczak	Title
Signature Electronically Signed	Date 02-06-2026
E-Verify Employer Agent	
HireRight, LLC. (v30)	
Name (Please Type or Print) Kevin Croll	Title
Signature Electronically Signed	Date 02-06-2026
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02-06-2026



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Brenntag Mid-South, LLC
Company Facility Address	1405 Highway 136 West Henderson, KY 42419
Company Alternate Address	
County or Parish	HENDERSON
Employer Identification Number	610504545
North American Industry Classification Systems Code	424
Parent Company	
Number of Employees	500 to 999
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:

KY	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lissette Marquez-Majerczak
Phone Number	4845882240
Fax	
Email	lissette.marquez-majerczak@brenntag.com



Company ID Number: 11557

Client Company ID Number: 2964217



This list represents the first 20 Program Administrators listed for this company.

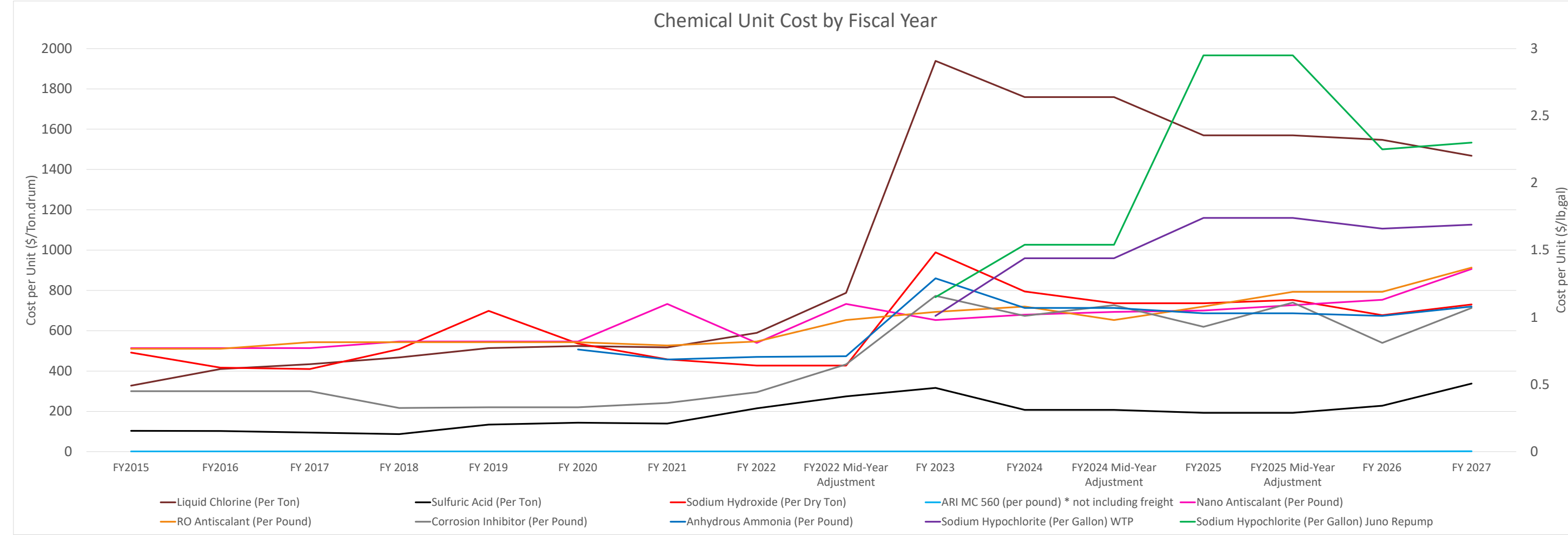


Town of Jupiter Utilities
Contract for Supplying Liquid Chlorine (W2706A)
June 23, 2026 11:00am Bid Opening

SUPPLIER				BRENNTAG MID-SOUTH, LLC		ALLIED UNIVERSAL CORPORATION	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Liquid Chlorine Unit Price	254	tons	\$1,468.00	\$372,872.00	\$1,570.00	\$398,780.00
2	Freight (F.O.B. Destination)	254	tons	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/ton): (Item Nos. 1-2) =				\$1,468.00		\$1,570.00	
Total Estimated Annual Chemical Cost (F.O.B. Destination)=				\$372,872.00		\$398,780.00	

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	FY 2027	Variance FY2026 to FY2027 Bids	FY26 to FY27 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	\$1,468.00	(\$78.90)	-5.10%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$338.00	\$109.80	48.12%
Sodium Hydroxide (Per Dry Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	\$730.00	\$53.00	7.83%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	\$1.07	\$0.26	32.10%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$1.37	\$0.18	15.13%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.13	\$1.36	\$0.23	20.35%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	\$1.08	\$0.07	6.93%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	\$1.69	\$0.03	1.81%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	\$2.30	\$0.05	2.22%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.61	\$1.68	\$0.07	4.35%

Chemical Unit Cost by Fiscal Year





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Robert Rounds, Procurement Manager *Robert Rounds*
Date: July 30, 2026
Re: Procurement Review – Resolution 73-26: for the award of Contract
With Brenntag Mid-South, LLC for supplying liquid chlorine (W2706A)

Upon review of Resolution 73-26 (W2706A) to award a contract to Brenntag Mid-South, LLC. for the purchase of Liquid Chlorine for a unit price of \$1468 per ton, I have found that the procurement meets all requirements of F.S 255.20.

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.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Contract for Supplying Sodium Hydroxide (Caustic)



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 74-26: Approving a contract with Odyssey Manufacturing Co. for supplying sodium hydroxide (caustic) (W2706C) for a unit price of \$730 per dry ton.

EXECUTIVE SUMMARY

Resolution 74-26 provides for award of a contract with Odyssey Manufacturing Company (Odyssey) to supply sodium hydroxide (caustic) (W2706C) to Jupiter's water treatment plant for a unit price of \$730 per dry ton including freight, totaling \$497,860 for fiscal year (FY) 2027, based on an estimated annual quantity of 682. The proposed contract contains provisions for renewal of up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI).

Sodium hydroxide, also known as caustic, is a necessary chemical used by Jupiter's water treatment plant for pH adjustment as needed in the production of drinking water for regulatory compliance.

An Invitation to Bid for a contract to supply sodium hydroxide (caustic) (W2706C) to Jupiter's water treatment plant was publicly advertised on May 24, 2026, in accordance with the Town's Procurement Policy. On June 23, 2026, four sealed bids were received and opened publicly, ranging from \$730 to \$890 per dry ton, including freight. The lowest bid was submitted by Odyssey Manufacturing Co. for a unit price of \$730 per dry ton including freight. A detailed bid tabulation is attached. Odyssey's bid unit price is 0.5% lower than the next low bid and 18% lower than the highest bid. Odyssey's bid unit price for sodium hydroxide is 8% higher than the current (FY 2026) contract unit price. Historical unit pricing for chemicals used by the Town's water treatment plant is provided as an attachment for reference. Odyssey's bid was reviewed and found to be responsive to the bid requirements. Odyssey has supplied the Town's water plant with water treatment chemicals in past years, fulfilling their contractual obligations. Odyssey is a reputable municipal chemical supplier in the State of Florida.

Funding for the proposed contract is included in the Town's proposed FY 2027 Water Utility operating budget and includes a 3% contingency should the actual chemical quantity required vary from that estimated. Based on Odyssey's bid unit price and the projected annual quantity of 682 dry tons of sodium hydroxide, the estimated value of the initial contract term (FY 2027) is \$497,860. If approved, this contract will commence on October 1, 2026, subject to the adoption of the Town's FY 2027 operating budget.

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

ANALYSIS

A review of Odyssey's bid submitted on June 23, 2026, to supply sodium hydroxide (caustic) (W2706C) to the Town of Jupiter's water treatment plant for fiscal year (FY) 2027, concluded that their bid is responsive to the bid requirements and suitable for award at the bid unit price of \$730 per dry ton, including freight. Based on a projected sodium hydroxide demand of 682 dry tons, the annual cost for FY 2027 is estimated to be \$497,860. The proposed FY 2027 budget of \$512,796 includes a 3% contingency should actual consumption exceed that which has been estimated. The contract contains provision for renewal for up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI). FY 2028 and FY 2029 funding estimates provided in the funding source table below assume a 5% budget escalation per year. Provided the contract is awarded, it will commence on October 1, 2026, subject to the adoption of the Town's FY 2027 operating budget. Town Council's approval of this item authorizes the Mayor to sign the contract on the Town's behalf and authorizes the Town Manager to approve renewals of the contract.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 74-26 and Contract
2. Winning Bid Proposal
3. Summary Sheet of Bid Tabulation
4. Historical Chemical Costs
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Amount of this Request	\$497,860	--
Future Fiscal Years	Amount	Funding Source(s)
Initial Term	\$512,796	FY 2027 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
1 st Renewal Term	\$538,436	FY 2028 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
2 nd Renewal Term	\$565,358	FY 2029 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation

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

RESOLUTION NO. 74-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING SODIUM HYDROXIDE (CAUSTIC) TO THE WATER TREATMENT PLANT; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the lowest responsive bid received by the Town on June 23, 2026, for supplying sodium hydroxide (caustic) (W2706C) was submitted by Odyssey Manufacturing Company in an amount of \$730 per dry ton, estimated to be \$497,860 annually, based on a projected caustic demand of 682 dry tons; and

WHEREAS, the bid for supplying sodium hydroxide (caustic) submitted by Odyssey Manufacturing Company is responsive to the bid requirements and suitable for award for the initial contract term, beginning on October 1, 2026, and ending on

September 30, 2027, with provisions for renewal and annual price adjustment by change order to the contract, subject to Town Manager approval; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2027 Operating Budget. Funds for FY2027 and future possible renewal terms are subject to Town Council appropriation of fiscal year operating budgets.

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 Odyssey Manufacturing Company for supplying sodium hydroxide (caustic) (W2706C) to the Town's Water Treatment Plant is hereby accepted in the form attached hereto as **Exhibit 1.**

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, Odyssey Manufacturing Company shall be responsible for carrying out all responsibilities which have been established therein.

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

CONTRACT BETWEEN OWNER AND SUPPLIER – REVISED BY ADDENDUM 1

This Contract made this _____ day of _____, _____ by and between the Town of Jupiter, a Florida municipal corporation (“Owner” or “Town”), and Odyssey Manufacturing Company, 1484 Massaro Blvd, Tampa, FL 33619, a State of Delaware corporation, 65-0846345 (FEIN), (“Supplier”), in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. SUPPLIES.

- 1.1 Supplier shall furnish all of the supplies as specified or indicated in the Contract Documents. The goods and services to be furnished are generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **sodium hydroxide (caustic)** for an initial term of one (1) calendar year beginning October 1, 2026 through September 30, 2027 in accordance with the Contract Documents, including all addenda and technical specifications (“Supplies”).

Article 2. POINT OF DELIVERY.

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

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

Article 3. CONTRACT TIME.

- 3.1 The Supplies are to be delivered to the point of delivery specified in Article 2 and ready for Owner’s acceptance of delivery as outlined in the Contract Documents.
- 3.2 The initial term of the Contract will be one (1) year beginning October 1, 2026, through September 30, 2027. Within one hundred twenty (120) days’ prior to expiration of the initial term, Owner and Supplier may agree to renew the Contract for two (2) consecutive one (1) year additional terms, for a total maximum contract duration of three (3) consecutive years, in accordance with the Town’s Procurement Policy. Renewals must be in writing signed by both parties and by Contract Amendment and are subject to the same terms and conditions set forth in the initial Contract Documents and any subsequent written amendments to the Contract Documents. No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Supplier may elect not to renew the Contract but must provide one hundred twenty (120) days advance written notice to Owner. Owner is not obligated to renew the Contract for any additional term and may deny Supplier’s request for an additional term for any reason in its sole discretion. Regardless of anything to the contrary, this Contract may be terminated by Owner at any time and for any reason. Further, Supplier agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Upon termination for cause or convenience, Supplier acknowledges it is only entitled to recover for Supplies delivered and accepted by Owner prior to the termination date.
- 3.3 The parties agree that time is of the essence in the performance of each and every obligation under the Contract Documents. The Contract may be changed or amended only by written amendment to the Contract, signed by both parties. However, Supplier’s failure to sign an amendment shall not prohibit Owner from signing and implementing the changes, as long the changes are supported by provisions of the Contract.

Article 4. TERMINATION.

- 4.1 Owner reserves the right to cancel the contract at any time with thirty (30) days advance written notice to Supplier. Owner shall only be obligated to pay Supplier for Supplies received and off-loaded into the Owner's allotted storage facility prior to the end of the thirty (30) day notice period.
- 4.2 If Supplier elects to cancel the Contract at any time during the Contract Term, Supplier shall provide one hundred twenty (120) days advance written notice to Owner and shall continue to supply the Supplies at the then contract unit price for the duration of the 120-day notice period, with no adjustment to unit pricing.

Article 5. CONTRACT PRICE.

- 5.1 Owner shall pay Supplier for furnishing the Supplies in accordance with the Contract Documents in current funds according to Contract unit pricing (\$/Dry Ton), F.O.B. destination, as indicated in Supplier's sealed Bid and subsequent price adjustments in accordance with Contract provisions, documented by written amendment signed by both parties, for the term of the Contract.
- 5.2 At the time of any Contract renewal, annual adjustment of Contract unit pricing for the Supplies only shall be evaluated by Owner based on the most recent annual percentage change available on June 30th in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Chlorine, Sodium Hydroxide, and Other Alkalies, not seasonally adjusted (WPU06130302)*, obtained from the U.S. Department of Labor Bureau of Labor Statistics (BLS) Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Owner shall prepare an amendment to the Contract adjusting the Contract unit price for the Supplies for Supplier's review and signature. Annual price adjustments shall occur only at time of Contract renewal and will apply to new orders placed on or after the effective date of the executed written amendment. No adjustments outside of the annual adjustments described herein shall be allowed. Supplier's failure to sign the amendment shall not preclude the Owner from adjusting the contract unit price for chemical as described herein and making payments to Supplier at the adjusted Contract unit price. Owner may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contracts. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate the annual price adjustments.
- 5.3 The Contract unit price for freight is firm for the initial term of the Contract. Supplier 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) for *Automotive Diesel Fuel (APU000074717)* 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 Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Article 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the Owner shall be made via Electronic Funds Transfer (EFT). Supplier shall complete a Town of Jupiter Vendor application form providing Owner with financial information required for EFT payments.
- 6.2 Supplier shall invoice the Owner within thirty (30) days of delivery of the Supplies to Owner. Invoicing shall be based on the Contract unit price at the time of delivery. Owner shall not be obligated to pay for

product delivered to the site that is found by Owner to be out of compliance with the Contract requirements and Supplies' specifications.

- 6.3 Supplier is responsible to ensure that invoices are based on the correct Contract unit price. Owner is only obligated to pay for chemical supplied, delivered, and accepted based on correct Contract unit pricing, as documented in the Contract or subsequent amendments to the Contract.

Article 7. SUPPLIER'S REPRESENTATIONS. In order to induce Owner to enter into this Contract, Supplier makes the following representations:

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

Article 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire Contract between Supplier and Owner are attached to this Contract, made a part hereof and consists of the following:
- A. Table of Contents
 - B. Invitation to Bid Advertisement
 - C. Instructions to Bidders
 - D. Bid Forms (with required supporting documentation)
 - 1. Bid Forms Cover Page
 - 2. Bid Schedule of Values
 - 3. Qualification Requirements
 - a. State of Florida Business License
 - 4. Bidder's Previous Experience and References
 - 5. Contractor E-Verify Affidavit
 - 6. Subcontractor E-Verify Affidavit
 - 7. Sworn Statement
 - 8. Bid Form Checklist
 - 9. Bid Acknowledgement
 - 10. Bid Signature Page
 - 11. Affidavit of Compliance with Chemical Specifications
 - 12. ANSI/NSF Standard 60 Drinking Water Certification
 - 13. Safety Data Sheet
 - 14. Certificate(s) of Insurance
 - E. Notice of Intent to Award
 - F. Notice of Award
 - G. Contract between Owner and Supplier
 - H. Technical Specifications and Exhibits bearing the title: Contract for Supplying Sodium Hydroxide (Caustic) (W2706C)
 - I. Any addenda issued to the Bid Documents

- J. Any modifications, including written Contract amendments, duly delivered after execution of this Contract

Article 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 Owner and Supplier each bind itself, its partners, elected officials, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This 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 Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- A. A request to inspect or copy public records relating to a public agency's contract for goods or services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- B. If the Supplier does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.
- C. A supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- D. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- A. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all suppliers, and subcontractors performing Work, providing supplies, or providing goods or services under the Contract.
- B. Suppliers are responsible for reviewing Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- C. Supplier 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.
- D. The Supplier 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.
- E. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier's employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid 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. Supplier 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.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 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.
- B. The Supplier, by its execution of the Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Supplier is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- C. The Owner reserves the right to terminate the Contract if the Supplier 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 Supplier for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- A. Section 287.135(2), Florida Statutes, prohibits the Owner from entering in to a contract with a supplier that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- B. The Supplier, 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.
- C. The Owner reserves the right to terminate the Contract if the Supplier is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Owner, in the event of such termination, shall not incur any liability to the Supplier for any work or materials furnished.

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Marvin Rakes, President

(CORPORATE SEAL)

ATTEST

SIGNATURE

PRINT NAME AND POSITION

BID FORMS

Bidding Company Name: Allied Universal Corp

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

Supply the Town of Jupiter Utilities Water Treatment Plant with sodium hypochlorite (bleach) for use in the treatment of drinking water in accordance with the Bid/Contract Documents, for a period of one (1) year, beginning October 1, 2026 through September 30, 2027, with the option to renew the contract for up to two (2) individual and consecutive one (1) year terms, with annual price adjustments in accordance with Contract provisions.

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

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Bid for the unit prices stated on the Bid Schedule of Values. If awarded the Contract, the undersigned agrees to supply and deliver chemicals in accordance with the terms and conditions included in the Bid/Contract Documents and all addenda, including but not limited to honoring bid unit pricing and accepting allowable price adjustments as described therein for the full duration of the Contract. The Bid Documents and any addenda issued will form the basis of the Contract Documents.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE (BLEACH) (W2706H)
Allied Universal Corp

SUPPLIER NAME: _____

Contract Term, 1-year (October 1, 2026 – September 30, 2027)

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

1	Sodium Hypochlorite Unit Price	310,000	gal	\$ <u>1.69</u>	\$ <u>523,900.00</u>
2	Freight (F.O.B. Destination) for tanker truck deliveries >4,000-gallons	310,000	gal	\$ <u>included</u>	\$ _____

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal) = \$ 1.69

Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408					
---	--	--	--	--	--

3	Sodium Hypochlorite Unit Price	4,000	gal	\$ <u>2.30</u>	\$ <u>9,200.00</u>
4	Freight (F.O.B. Destination) for mini-bulk deliveries <500-gallons	4,000	gal	\$ <u>included</u>	\$ _____

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal) = \$ 2.30

Total Estimated Annual Chemical Cost (F.O.B Destination) (Items 1-4) = \$ 533,100.00

Total Bid Unit Price including Freight (F.O.B. Destination) to Water Plant (\$/gal) in Words: One dollar and sixty-nine cents
~~five hundred twenty-three thousand nine hundred dollars and zero cents~~ TK

Total Bid Unit Price including Freight (F.O.B. Destination) to Juno Re-pump (\$/gal) in Words: Two dollars and thirty cents
~~nine thousand two hundred dollars and zero cents~~ TK

Total Estimated Annual Chemical Cost (F.O.B. Destination) based on 314,000 gallons in Words: _____
 Five hundred thirty-three thousand one hundred dollars and zero cents

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with the sealed Bid.)

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

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

1. State the numbers of years your organization has been doing business in the State of Florida and provide a copy of the company's current and valid Business License: 71 years

2. Has Bidder ever failed to fulfill its contractual obligations satisfactorily under a previous contract for the Owner or other entity? If so, provide explanation.

Yes, City of Stuart. See attached.

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

3901 nw 115th ave Miami FL 33178

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

Dan De Beau Branch Manager

5. Provide the company name and contact information of the Bidder's subcontractor to be used for chemical transportation, hauling and delivery, if applicable. The Subcontractor E-Verify Affidavit, provided in the Bid Forms, shall be submitted with supporting documentation for each subcontractor. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

N/A

6. Bidder shall demonstrate its ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL contracts awarded within the last three (3) years that were terminated or cancelled before the end of the Contract Term and explain the reason for early cancellation. Attach additional pages as needed: No contracts have been terminated in the past 5 years

CONTRACT NAME: See attached.

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

REASON FOR EARLY CANCELLATION/TERMINATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

7. List ALL contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

No litigation related to contracts for bidder's goods or services

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

8. 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.
9. Only bidders who are deemed qualified, at Owner's sole discretion, will be considered for Contract award. Failure to provide previous experience and qualification information as requested in the Bid Documents, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder, may result in bid disqualification.

NOTE:

- a. Bidder shall complete and submit with the sealed Bid, Bidder's Previous Experience & References forms provided on the following pages documenting previous experience and references of the chemical supplier for at least three (3) contracts similar in scope and value from the previous three (3) years. All information requested on the following forms shall be provided in sufficient detail for Owner to perform a comprehensive review of previous experience and references.
- b. In order to be deemed acceptable for the purpose of determining Bidder qualification, similar contracts shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers for the Owner.

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BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of Boynton Beach 124 E. Woolbright Rd. Boynton Beach, Florida 33435

OWNER CONTACT NAME AND PHONE NUMBER: Bryan Heller, MPA 561-742-6420

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 535 K

CONTRACT VALUE: \$ 800 K

CONTRACT START AND COMPLETION DATES: 12/3/2025 - 11/29/2027

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

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: Village of Palm Springs

OWNER CONTACT NAME AND PHONE NUMBER: David Burgin (561) 584-8200, 8718

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 225 K

CONTRACT VALUE: \$ 400 K

CONTRACT START AND COMPLETION DATES: 11/1/2021 - 7/20/2026

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

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(3) NAME & LOCATION OF CONTRACT: Southern Region Water Reclamation Facility

OWNER CONTACT NAME AND PHONE NUMBER: Nigel Roman 561-381-5300/ 561-5943459

Sodium Hypochlorite
NAME OF CHEMICAL SUPPLIED: _____

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 500 K

CONTRACT VALUE: \$ 888K

CONTRACT START AND COMPLETION DATES: 12/3/2025 - 12/29/2027

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

ADDITIONAL INFORMATION: _____

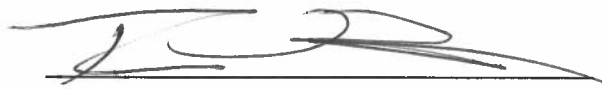
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CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



Print Name: Tim Koziatek

Date: VP of Sales

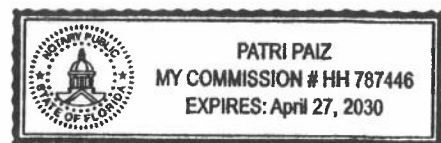
STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 6/16/26 (date) by Tim Koziatek (name of officer or agent, title of officer or agent) of Allied Universal Corp (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires: April 27, 2030

****we do not use subcontractors****

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

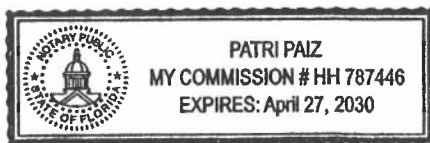

Print Name: Tim Koziatsek
Date: 6/22/2026

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 6/16/2026 (date) by Tim Koziatsek (name of officer or agent, title of officer or agent) of Allied Universal Corp (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Patri Paiz
Name typed, printed or stamped

My Commission Expires: April 27, 2030

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 the Town of Jupiter
[print name of the public entity]

by Tim Koziatek - VP of Sales
[print individual's name and title]

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

whose business address is 3901 nw 115th ave Miami FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is:
592999718

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

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

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

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

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

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

[attach a copy of the final order]

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


[signature]

Sworn to and subscribed before me this 16 day of June, 2026

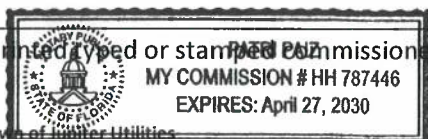
Tim Koziatsek

Personally known _____

OR Produced identification _____ Notary Public – State of FL

My commission expires April 27, 2030

(Printed typed or stamped name of notary public)



Town of Winter Utilities
Contract for Supplying Sodium Hypochlorite (Bleach) (W2706H)

BID FORM CHECKLIST
CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE (BLEACH) (W2706H)

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
TK	1	Bid Forms Cover Page
TK	2	Bid Schedule of Values
TK	3	Qualification Requirements form
TK	3a	State of Florida Business License
TK	4	Bidder's Previous Experience & References (minimum of 3 over the last 3 years)
TK	5	Contractor E-Verify Affidavit with supporting documentation
TK	6	Subcontractor E-Verify Affidavit with supporting documentation for each subcontractor
TK	7	Sworn Statement
TK	8	Bid Form Checklist
TK	9	Bid Acknowledgement
TK	10	Bid Signature Page
TK	11	Affidavit of Compliance with Chemical Specifications
TK	12	ANSI/NSF Standard 60 Drinking Water Certification
TK	13	Safety Data Sheet
TK	14	Certificate(s) of Insurance

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, whichever one is received first.

JK (Initials)

The undersigned understands and accepts that the initial term of the Contract commences on October 1, 2026 and continues for one (1) year, expiring September 30, 2027. The Contract contains provisions for renewal of up to two (2) additional 1-year terms beginning October 1, 2027, with annual unit price adjustments for the chemical only at time of renewal. JK (Initials)

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid. JK (Initials)

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

The undersigned understands and accepts that if a contract is awarded, Owner will issue a Purchase Order (PO) to Supplier when the Contract commences and at the beginning of each fiscal year thereafter. The value of each PO will be based on the Contract unit price, (\$ per gallon) including freight (F.O.B. destination), at the time the PO is issued and the estimated quantity of chemical for the fiscal year or applicable portion of the fiscal year. Payment to the Supplier will be based on the actual quantity of chemical meeting the Contract specifications and safely delivered and conveyed to Owner's facilities and the Contract unit pricing as indicated on the bid form or as adjusted by Contract amendment in accordance with Contract provisions. JK (Initials)

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 Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the Contract justifying its termination. JK (Initials)

The undersigned understands that time is of the essence and that deliveries of chemical to Owner shall be handled with urgency as may be needed for the public health and safety of Owner's water supply. JK (Initials)

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BID SIGNATURE PAGE

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

SUBMITTAL DATE 6/16/2026

FIRM NAME Allied Universal Corp

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 592999718

(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 Tim Koziatek - VP of Sales

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL bids@allieduniversal.com

3901 nw 115th ave Miami FL 33178

BUSINESS ADDRESS _____

305 888-2623

BUSINESS TELEPHONE _____

STATE OF INCORPORATION Florida

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

Greg Namoff - CEO 3901 nw 115th ave Miami FL 33178

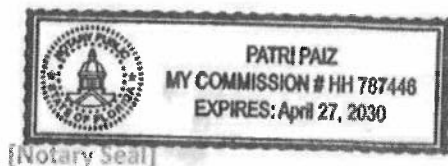
FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

David Stockdale - Area Sales rep - newells@allieduniversal.com (786) 347-7422

Dan Debeau - Branch Manager - dand@allieduniversal.com (772) 464-0198

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 16 day of June 16, 2026 by Tim Koziatek - VP of Sales of _____

_____, who [☒] is personally known to me or [☐] has produced _____ as identification and who did (did not) take an oath.




NOTARY PUBLIC

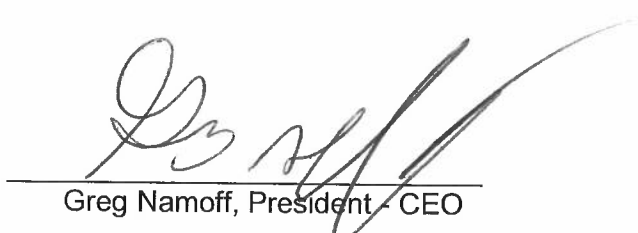
RESOLVED that Tim Koziatek, VP of Sales for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to the Town of Jupiter .

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

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 10th day of June 2025.

(Seal of Corporation)


Greg Namoff, President - CEO

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

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

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

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

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

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

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



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

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to the Town of Jupiter will comply with the AWWA Standards B300-18 and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

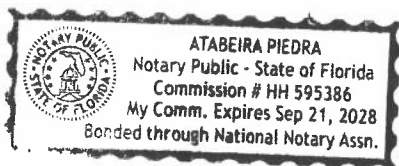
Sworn to (or affirmed) and Subscribed before me.

By means of ☒ physical presence ☐ online notarization.
or This 29th day of June, 2026

By: _____

Tim Koziatek
Vice President of Sales

(Notary Seal)



Signature of Notary Public.

Atabeira Piedra
Print or Type Name of Notary

Personally Known ☒
Or Produced Identification ☐

Type of Identification Produced

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

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

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

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

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

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

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



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, June 9, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

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

[Company Name=Allied+Universal+Corporation&Chemical Name=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&)

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

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

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

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Miami, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Palmetto, FL

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Brunswick, GA**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Ellisville, MS**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Allied Universal Corporation

3901 Northwest 115 Avenue

Miami, FL 33178

United States

305-888-2623

Visit this company's website

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

Facility : # 3 USA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2

Number of matching Products is 48

Processing time was 0 seconds

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-004		
Synonyms	Aqua Guard Chlorinating Sanitizer * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo EPA Registered Pesticide 33458-23 (EUP, Aqua Guard Chlorinating Sanitizer), 33458-22 (EUP, Aqua Guard Bleach), 33458-24 (MUP, Aqua Guard Sodium Hypochlorite 12.5%) and 33458-25 (MUP, Aqua Guard Sodium Hypochlorite 10.5%)		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		
Signal word	Danger	
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.	
Precautionary statement		
Prevention	Keep only in original packaging. Do not breathe mist. Wash thoroughly after handling. Use on outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.	

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

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

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

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

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Particle characteristics	Not applicable
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

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Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

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

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

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

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

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

14. Transport information

DOT	
UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLTUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 100 lbs / 45.4 kg
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241
IATA	
UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

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IMDG

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)

Class 8

Subsidiary risk -

Packing group III

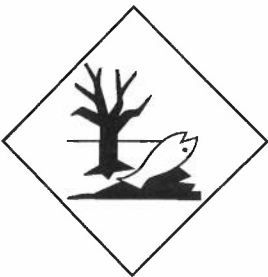
Environmental hazards

Marine pollutant Yes

EmS F-A, S-B

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

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

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**Hazard categories**

Corrosive to metals
 Skin corrosion
 Eye damage
 Specific target organ toxicity -single exposure

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes**SARA 313 (TRI reporting)**
Not regulated.**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations****US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

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

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

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

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

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

International Inventories

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

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

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

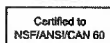
Issue date 03-15-2015

Version # 04

Revision date 02-04-2025

HMIS H: 3 F: 0 R: 1

NFPA H: 3 F: 0 R: 1



List of abbreviations

Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
SARA: Superfund Amendments and Reauthorization Act
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values TWA: Time Weighted Average

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

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process. This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Disclaimer

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System,
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal

Material name: Sodium Hypochlorite, 10-15% Solution

AUC-004 Version #: 04 Issue date: 03-15-2015 Revision date: 02-04-2025

SDS US

10 / 10



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

EXPERIENCE & AFILIATES

June 2026

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

There are presently 7 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; Palmetto, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL and Dothan, AL
We have serviced Utilities and Municipalities, in 22 states, for over 70 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

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

The Ft. Pierce, FL facility is located at 9501 Rangeline Road, FL 34987. With normal delivery lead time of 3 work days. Contact name for all deliveries is Dennis McNair phone number 772-464-6195 Ext. 0602, e-mail ftpiercedispatch@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Dan DeBeau Branch Manager 772.242.9727 x 0601. C: 309.213.4936 and Billy Roy Region 1. Operations Manager, work (941) 803-4457, C: (813) 405-9086.

If you have any questions or concerns on any of this information, please contact Tim Koziatsek VP of Sales, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623; E-Mail, Bids@Allieuniversal.com

Allied Universal Corporation

Tim Koziatsek
VP of Sales

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

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

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

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

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

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

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

Company ID Number: 122833

Information Required for the E-Verify Program

Information relating to your Company:

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

Company ID Number: 122833

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

AL	1
FL	5
GA	1
MS	1

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION SERVICES UNLIMITED, INC. is a corporation organized under the laws of the State of Florida, filed on August 13, 1996.

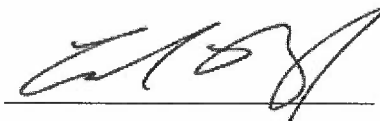
The document number of this corporation is P96000068212.

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 13, 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 Thirteenth day of January,
2026*




Secretary of State

Tracking Number: 1361635859CC

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

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



2025 - 2026

St. Lucie County Local Business Tax Receipt

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

Facilities or machines # Rooms # Seats # Employees #1 Receipt #1015813
Type of business 7299 MISC/PUBLIC SERVICE (Wastewater Storage & Disposal) Expires SEPTEMBER 30, 2026

DBA name Business: Allied New Technologies, Inc
Mailing address: ATTN:JIM PALMER Business location: 821 S Kings Highway
Allied New Technologies Inc Fort Pierce, FL 34945
3901 NW 115th Ave *GOOD FOR THIS LOCATION ONLY*
Miami, FL 33178

RENEWAL St Lucie County
Original tax: \$15.10 P06000024501
Penalty:
Collection cost:
Total: \$15.10 Paid 07/15/2025 15.10 0012-20250715-018812

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

ATTN:JIM PALMER
Allied New Technologies Inc
3901 NW 115th Ave
Miami, FL 33178

000734

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP

3901 NW 115TH AVE

DORAL FL 33178-1859

RECEIPT NO.

RENEWAL

4711819



**EXPIRES
SEPTEMBER 30, 2026**

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

OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED
BY TAX COLLECTOR

\$135.00 07/14/2025

FPPD19-25-006080

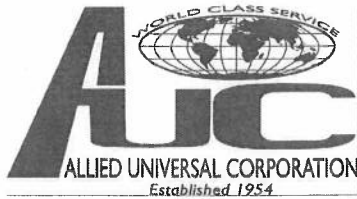
Employee(s) 30



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

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

For more information, visit mdctaxcollector.gov



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

EARLY TERMINATIONS

June 2026

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


Tim Koziatek
VP of Sales
/cm


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

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

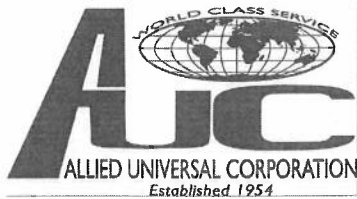
9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

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

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

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

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



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

June 2026

The following bleach bid was cancelled early.

City of Stuart (September 2010)

Very truly yours,

Allied Universal Corporation


Tim Koziatsek
VP of Sales

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

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

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

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Ellisville, MS 39437
AUC **Ellisville** - 601-477-2550

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Brunswick, GA 31525
AUC **Brunswick** - 912-267-9470

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

City of Stuart Chain of Events

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

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

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

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

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

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

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

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



ALLIUNI-01

GYOON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			GLP202370318	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Retro Date Applies		MED EXP (Any one person) \$ 25,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	☐ POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
							EBL AGGREGATE \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			BAP202370418	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	☒ UMBRELLA LIAB ☐ OCCUR			FFX202370618	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 9,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$				
	☐ DED ☐ RETENTION \$		Aggregate \$ 9,000,000				
			PER STATUTE ☐ OTH-ER ☐				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Poll Liab Claim Made			SSP202370518	8/31/2025	8/31/2026	Each Poll Condition 1,000,000
A	Pollution Liability			SSP202370518	8/31/2025	8/31/2026	Total Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2025

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

COVERAGES**CERTIFICATE NUMBER:** 1642923260**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			039-32-6857	6/30/2025	6/30/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract for Sodium Hypochlorite (Bleach) W2405H)

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter 210 Military Trail Jupiter FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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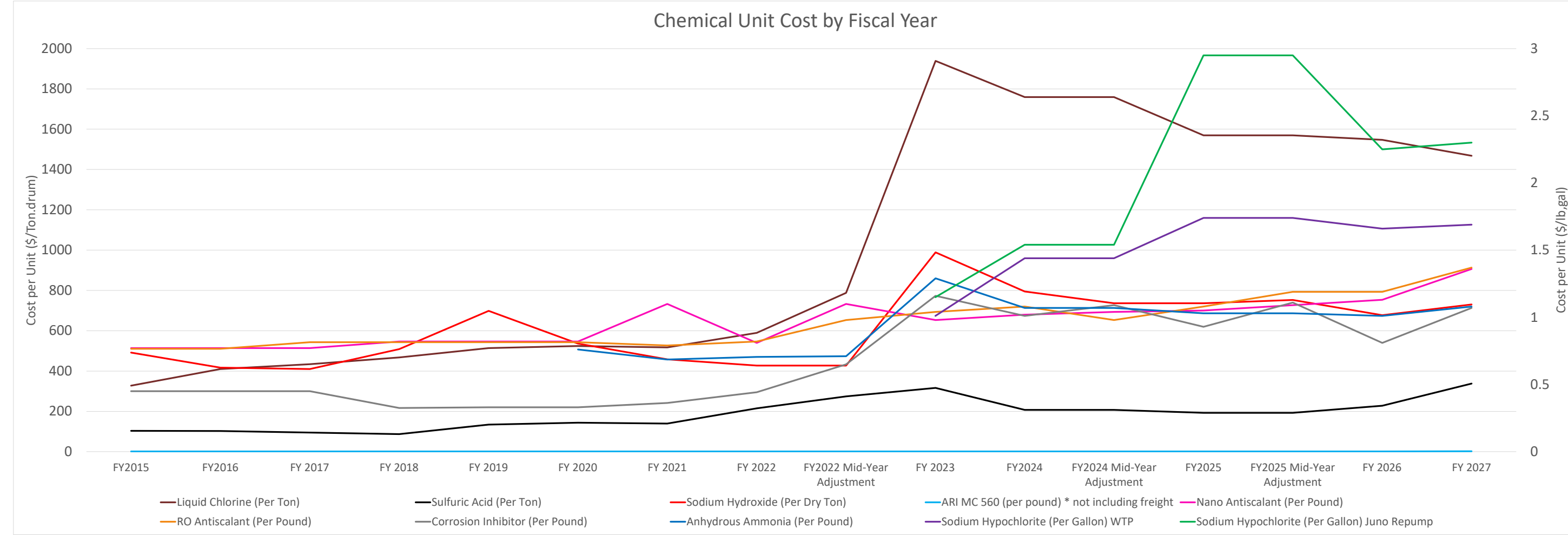
Town of Jupiter Utilities
Contract for Supplying Sodium Hypochlorite (Bleach) (W2706H)

June 23, 2026 11:17am Bid Opening

SUPPLIER				ALLIED UNIVERSAL CORPORATION		ODYSSEY MANUFACTURING COMPANY	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458							
1	Sodium Hypochlorite Unit Price	310,000	gal	\$1.69	\$523,900.00	\$1.79	\$554,900.00
2	Freight (F.O.B. Destination) for tanker truck deliveries >4,000-gallons	310,000	gal	\$0.00	\$0.00	\$0.10	\$31,000.00
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal): (Item Nos. 1-2) =				\$1.69		\$1.89	
Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408							
3	Sodium Hypochlorite Unit Price	4,000	gal	\$2.30	\$9,200.00	\$2.40	\$9,600.00
4	Freight (F.O.B. Destination) for mini-bulk deliveries <500-gallons	4,000	gal	\$0.00	\$0.00	\$0.20	\$800.00
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal): (Item Nos. 3-4) =				\$2.30		\$2.60	
Total Estimated Annual Chemical Cost (F.O.B. Destination): (Item Nos. 1-4) =					\$533,100.00		\$596,300.00

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	FY 2027	Variance FY2026 to FY2027 Bids	FY26 to FY27 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	\$1,468.00	(\$78.90)	-5.10%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$338.00	\$109.80	48.12%
Sodium Hydroxide (Per Dry Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	\$730.00	\$53.00	7.83%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	\$1.07	\$0.26	32.10%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$1.37	\$0.18	15.13%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.13	\$1.36	\$0.23	20.35%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	\$1.08	\$0.07	6.93%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	\$1.69	\$0.03	1.81%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	\$2.30	\$0.05	2.22%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.61	\$1.68	\$0.07	4.35%

Chemical Unit Cost by Fiscal Year





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Robert Rounds, Procurement Manager *Robert Rounds*

Date: July 30, 2026

Re: Procurement Review – Resolution 74-26: for the award of Contract
With Odyssey Manufacturing Co. for supplying sodium hydroxide (caustic)
(W2706C)

Upon review of W2706C to award a contract to Odyssey Manufacturing Co. for the purchase of Sodium Hydroxide (caustic) for a unit price of \$730 per dry ton, I have found that the procurement meets all requirements of F.S 255.20.

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.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Contract for Supplying Corrosion Inhibitor



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 75-26: Approving a contract with Carus LLC for supplying corrosion inhibitor (W2706D) for a unit price of \$1.07 per pound.

EXECUTIVE SUMMARY

Resolution 75-26 provides for award of a contract with Carus LLC to supply corrosion inhibitor (W2706D) to Jupiter's water treatment plant for a unit price of \$1.07 per pound including freight, totaling \$135,873 for fiscal year (FY) 2027, based on an estimated annual quantity of 126,984. The proposed contract contains provisions for renewal of up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI).

Corrosion Inhibitor is a necessary chemical used by Jupiter's water treatment plant to produce drinking water that meets all regulatory requirements. Three corrosion inhibitors are pre-qualified for this contract, based on an extensive corrosion control study completed for the Town's water distribution system and accepted by the Palm Beach County Health Department. The three pre-qualified products are proven to protect the Town's water distribution system for regulatory compliance.

An Invitation to Bid for a contract to supply corrosion inhibitor (W2706D) to Jupiter's water treatment plant was publicly advertised on May 24, 2026, in accordance with the Town's Procurement Policy. On June 23, 2026, four sealed bids were received and opened publicly, ranging from \$0.65 to \$1.11 per pound, including freight. The lowest responsive bid was submitted by Carus LLC for a unit price of \$1.07 per pound including freight. The lowest two bidders were non-responsive to the bid requirements. A detailed bid tabulation is attached. Carus' bid unit price is 32% higher than the current (FY 2026) contract unit price and 5% higher than the historical 5-year average. Historical unit pricing for chemicals used by the Town's water treatment plant is provided as an attachment for reference. Carus' bid was reviewed and found to be responsive to the bid requirements. Carus has supplied the Town's water plant with water treatment chemicals in past years and satisfactorily fulfilled their contractual obligations.

The estimated annual quantity of corrosion inhibitor for FY 2027 is 126,984 pounds, equivalent to \$135,873 annually, based on Carus' bid unit price. Funding for this contract with Carus for the initial term is included in the proposed FY 2027 Water Utility operating budget and includes a 3% contingency should the actual chemical quantity required vary from that estimated. Funding for renewals, if pursued, will be proposed in future year operating budgets. If approved, this contract will commence on October 1, 2026, subject to the adoption of the Town's FY 2027 operating budget.

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

ANALYSIS

A review of Carus' bid submitted on June 23, 2026, to supply corrosion inhibitor (W2706D) to the Town of Jupiter's water treatment plant for FY 2027, for an amount of \$1.07 per pound including freight, concluded that their product is qualified, and their bid is responsive to the bid requirements and suitable for award. Based on a projected corrosion inhibitor demand of 126,984 pounds, the annual cost for FY 2027 is estimated to be \$135,873. The proposed FY 2027 budget of \$139,950 includes a 3% contingency should actual consumption exceed that which has been estimated. The contract contains provisions for renewal for up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI). FY 2028 and FY 2029 funding estimates provided in the funding source table below assume a 5% budget escalation per year. Provided the contract is awarded, it will commence on October 1, 2026, subject to the adoption of the Town's FY 2027 operating budget. Town Council's approval of this item authorizes the Mayor to sign the contract on the Town's behalf and authorizes the Town Manager to approve the contract renewals.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 75-26 and Contract
2. Winning Bid Proposal
3. Summary Sheet of Bid Tabulation
4. Historical Chemical Costs
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Amount of this Request	\$135,873	--
Future Fiscal Years	Amount	Funding Source(s)
Initial Term	\$139,950	FY 2027 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
1 st Renewal Term	\$146,948	FY 2028 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
2 nd Renewal Term	\$154,295	FY 2029 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation

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

RESOLUTION NO. 75-26

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A CONTRACT FOR
SUPPLYING CORROSION INHIBITOR TO THE WATER
TREATMENT PLANT; PROVIDING FOR AN EFFECTIVE
DATE.**

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

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

WHEREAS, the lowest responsive bid received by the Town on June 23, 2026, for supplying corrosion inhibitor (W2706D) was submitted by Carus LLC in an amount of \$1.07 per pound, estimated to be \$135,873 annually, based on a projected corrosion inhibitor demand of 126,984 pounds per year; and

WHEREAS, the bid for supplying corrosion inhibitor submitted by Carus LLC is responsive to the bid requirements and suitable for award for the initial contract term, beginning October 1, 2026, and ending September 30, 2027, with provisions for renewal

and annual price adjustment by change order to the contract, subject to Town Manager approval; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2027 Operating Budget. Funds for FY2027 and future possible renewal terms will be subject to Town Council appropriation of fiscal year operating budgets.

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

Section 1. The contract between the Town of Jupiter and Carus LLC for supplying corrosion inhibitor to the Town's water treatment plant, is hereby accepted in the form attached hereto as **Exhibit 1**.

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

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

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

CONTRACT BETWEEN OWNER AND SUPPLIER – REVISED BY ADDENDUM 1

This Contract made this _____ day of _____, _____ by and between the Town of Jupiter, a Florida municipal corporation (“Owner” or “Town”), and Carus LLC, 315 Fifth Street, Peru, IL 61354, a State of Delaware Limited Liability Company, 36-0877400 (FEIN), (“Supplier”), in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. SUPPLIES.

- 1.1 Supplier shall furnish all of the supplies as specified or indicated in the Contract Documents. The goods and services to be furnished are generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **corrosion inhibitor** for an initial term of one (1) calendar year beginning October 1, 2026 through September 30, 2027 in accordance with the Contract Documents, including all addenda and technical specifications (“Supplies”).

Article 2. POINT OF DELIVERY.

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

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

Article 3. CONTRACT TIME.

- 3.1 The Supplies are to be delivered to the point of delivery specified in Article 2 and ready for Owner’s acceptance of delivery as outlined in the Contract Documents.
- 3.2 The initial term of the Contract will be one (1) year beginning October 1, 2026, through September 30, 2027. Within one hundred twenty (120) days’ prior to expiration of the initial term, Owner and Supplier may agree to renew the Contract for two (2) consecutive one (1) year additional terms, for a total maximum contract duration of three (3) consecutive years, in accordance with the Town’s Procurement Policy. Renewals must be in writing signed by both parties and by Contract Amendment and are subject to the same terms and conditions set forth in the initial Contract Documents and any subsequent written amendments to the Contract Documents. No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Supplier may elect not to renew the Contract but must provide one hundred twenty (120) days advance written notice to Owner. Owner is not obligated to renew the Contract for any additional term and may deny Supplier’s request for an additional term for any reason in its sole discretion. Regardless of anything to the contrary, this Contract may be terminated by Owner at any time and for any reason. Further, Supplier agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Upon termination for cause or convenience, Supplier acknowledges it is only entitled to recover for Supplies delivered and accepted by Owner prior to the termination date.
- 3.3 The parties agree that time is of the essence in the performance of each and every obligation required under the Contract Documents. The Contract may be changed or amended only by written amendment to the Contract, signed by both parties. However, Supplier’s failure to sign an amendment shall not prohibit Owner from signing and implementing the changes, as long the changes are supported by provisions of the Contract.

Article 4. TERMINATION.

- 4.1 Owner reserves the right to cancel the contract at any time with thirty (30) days advance written notice to Supplier. Owner shall only be obligated to pay Supplier for Supplies received and off-loaded into the Owner's allotted storage facility prior to the end of the thirty (30) day notice period.
- 4.2 If Supplier elects to cancel the Contract at any time during the Contract Term, Supplier shall provide one hundred twenty (120) days advance written notice to Owner and shall continue to supply the Supplies at the then contract unit price for the duration of the 120-day notice period, with no adjustment to unit pricing.

Article 5. CONTRACT PRICE.

- 5.1 Owner shall pay Supplier for furnishing the Supplies in accordance with the Contract Documents in current funds according to Contract unit pricing (\$/pound), F.O.B. destination, as indicated in Supplier's sealed Bid and subsequent price adjustments in accordance with Contract provisions, documented by written amendment signed by both parties, for the term of the Contract.
- 5.2 At the time of any Contract renewal, annual adjustment of Contract unit pricing for the Supplies only shall be evaluated by Owner based on the most recent annual percentage change available on June 30th in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Phosphates, not seasonally adjusted (WPU065202)*, obtained from the U.S. Department of Labor Bureau of Labor Statistics (BLS) Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Owner shall prepare an amendment to the Contract adjusting the Contract unit price for the Supplies for Supplier's review and signature. Annual price adjustments shall occur only at time of Contract renewal and will apply to new orders placed on or after the effective date of the executed written amendment. No adjustments outside of the annual adjustments described herein shall be allowed. Supplier's failure to sign the amendment shall not preclude the Owner from adjusting the contract unit price for chemical as described herein and making payments to Supplier at the adjusted Contract unit price. Owner may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contracts. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate the annual price adjustments.
- 5.3 The Contract unit price for freight is firm for the initial term of the Contract. and not subject to adjustment for the duration of the Contract. Supplier 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) for *Automotive Diesel Fuel (APU000074717)* 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 Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Article 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the Owner shall be made via Electronic Funds Transfer ("EFT"). Supplier shall complete a Town of Jupiter Vendor application form providing Owner with financial information required for EFT payments.
- 6.2 Supplier shall invoice the Owner within thirty (30) days of delivery of the Supplies to Owner. Invoicing shall be based on the Contract unit price at the time of delivery. Owner shall not be obligated to pay for

product delivered to the site that is found by Owner to be out of compliance with the Contract requirements and Supplies' specifications.

- 6.3 Supplier is responsible to ensure that invoices are based on the correct Contract unit price. Owner is only obligated to pay for chemical supplied, delivered, and accepted based on correct Contract unit pricing, as documented in the Contract or subsequent amendments to the Contract.

Article 7. SUPPLIER'S REPRESENTATIONS. In order to induce Owner to enter into this Contract, Supplier makes the following representations:

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

Article 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire Contract between Supplier and Owner are attached to this Contract, made a part hereof and consists of the following:
- A. Table of Contents
 - B. Invitation to Bid Advertisement
 - C. Instructions to Bidders
 - D. Bid Forms (with required supporting documentation)
 - 1. Bid Forms Cover Page
 - 2. Bid Schedule of Values
 - 3. Qualification Requirements
 - a. State of Florida Business License
 - 4. Bidder's Previous Experience and References
 - 5. Contractor E-Verify Affidavit
 - 6. Subcontractor E-Verify Affidavit
 - 7. Sworn Statement
 - 8. Bid Form Checklist
 - 9. Bid Acknowledgement
 - 10. Bid Signature Page
 - 11. Affidavit of Compliance with Chemical Specifications
 - 12. ANSI/NSF Standard 60 Drinking Water Certification
 - 13. Safety Data Sheet
 - 14. Manufacturing Narrative
 - 15. Shelf Life Storage Certification
 - 16. Certificate(s) of Insurance
 - E. Notice of Intent to Award
 - F. Notice of Award
 - G. Contract between Owner and Supplier

- H. Technical Specifications and Exhibits bearing the title: Contract for Supplying Corrosion Inhibitor (W2706D)
- I. Any addenda issued to the Bid Documents
- J. Any modifications, including written Contract amendments, duly delivered after execution of this Contract

Article 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 Owner and Supplier each bind itself, its partners, elected officials, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This 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 Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - A. A request to inspect or copy public records relating to a public agency's contract for goods or services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - B. If the Supplier does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.
 - C. A supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - D. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752,**

TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- A. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all suppliers, and subcontractors performing Work, providing supplies, or providing goods or services under the Contract.
- B. Suppliers are responsible for reviewing Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- C. Supplier 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.
- D. The Supplier 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.
- E. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier's employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid 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. Supplier 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.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 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.
- B. The Supplier, by its execution of the Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Supplier is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- C. The Owner reserves the right to terminate the Contract if the Supplier 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 Supplier for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- A. Section 287.135(2), Florida Statutes, prohibits the Owner from entering in to a contract with a supplier that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- B. The Supplier, 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.
- C. The Owner reserves the right to terminate the Contract if the Supplier is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Owner, in the event of such termination, shall not incur any liability to the Supplier for any work or materials furnished.

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

SUPPLIER

Carus LLC
315 Fifth Street
Peru, IL 61354

Barbie Smith, Bid & Sales Support Manager

(CORPORATE SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

ATTEST

SIGNATURE

PRINT NAME AND POSITION

BID FORMS

Bidding Company Name: Carus LLC

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the 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, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed Contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with corrosion inhibitor for use in the treatment of drinking water in accordance with the Bid/Contract Documents, for a period of one (1) year, beginning October 1, 2026 through September 30, 2027, with the option to renew the contract for up to two (2) individual and consecutive one (1) year terms, with annual price adjustments in accordance with Contract provisions.

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

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Bid for the unit prices stated on the Bid Schedule of Values. If awarded the Contract, the undersigned agrees to supply and deliver chemicals in accordance with the terms and conditions included in the Bid/Contract Documents and all addenda, including but not limited to honoring bid unit pricing and accepting allowable price adjustments as described therein for the full duration of the Contract. The Bid Documents and any addenda issued will form the basis of the Contract Documents.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING CORROSION INHIBITOR (W2706D)

SUPPLIER NAME: Carus LLC

Contract Term, 1-year (October 1, 2026 – September 30, 2027)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Plant, 17403 S Central Boulevard, Jupiter, FL 33458					
1	Corrosion Inhibitor Unit Price	117,760	lbs	\$ <u>0.87/lb.</u>	\$ <u>102,451.20</u>
2	Freight (F.O.B. Destination)	117,760	lbs	\$ <u>0.20</u>	\$ <u>23,552.00</u>
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/lb):				\$ <u>\$1.07/lb.</u>	
Total Estimated Annual Chemical Cost (F.O.B. Destination) =					\$ <u>126,003.20</u>

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/lb) in Words: One dollar and seven cents

Total Estimated Annual Chemical Cost (F.O.B. Destination) based on 117,760 pounds in Words: One hundred twenty-six thousand and three dollars and twenty cents.

**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 the sealed Bid.)

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

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

1. State the numbers of years your organization has been doing business in the State of Florida and provide a copy of the company's current and valid Business License: 30+

2. Has Bidder ever failed to fulfill its contractual obligations satisfactorily under a previous contract for the Owner or other entity? If so, provide explanation.

No

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

Peru, IL 61354

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

Kimberly Mendoza

5. Provide the company name and contact information of the Bidder's subcontractor to be used for chemical transportation, hauling and delivery, if applicable. The Subcontractor E-Verify Affidavit, provided in the Bid Forms, shall be submitted with supporting documentation for each subcontractor. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

Self-Perform

6. Bidder shall demonstrate its ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL contracts awarded within the last three (3) years that were terminated or cancelled before the end of the Contract Term and explain the reason for early cancellation. Attach additional pages as needed:

CONTRACT NAME: N/A

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

REASON FOR EARLY CANCELLATION/TERMINATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

7. List ALL contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/A

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

8. 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.
9. Only bidders who are deemed qualified, at Owner's sole discretion, will be considered for Contract award. Failure to provide previous experience and qualification information as requested in the Bid Documents, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder, may result in bid disqualification.

NOTE:

- a. Bidder shall complete and submit with the sealed Bid, Bidder's Previous Experience & References forms provided on the following pages documenting previous experience and references of the chemical supplier for at least three (3) contracts similar in scope and value from the previous three (3) years. All information requested on the following forms shall be provided in sufficient detail for Owner to perform a comprehensive review of previous experience and references.
- b. In order to be deemed acceptable for the purpose of determining Bidder qualification, similar contracts shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers for the Owner.

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****See Attached****

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of West Palm Beach

OWNER CONTACT NAME AND PHONE NUMBER: Sandra Feliciano/561-822-2290

NAME OF CHEMICAL SUPPLIED: CARUS™ 8600 water treatment chemical

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 239,400 lbs

CONTRACT VALUE: \$175,000.00

CONTRACT START AND COMPLETION DATES: 01/07/2020 - current

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

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Grand Rapids

OWNER CONTACT NAME AND PHONE NUMBER: Chad Reenders/616-456-3928

NAME OF CHEMICAL SUPPLIED: Carus™ 8500 water treatment chemical

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 810,000 lbs

CONTRACT VALUE: \$623,000.00

CONTRACT START AND COMPLETION DATES: 04/30/2015 - current

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

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(3) NAME & LOCATION OF CONTRACT: Braintree Water & Sewer Department

OWNER CONTACT NAME AND PHONE NUMBER: Brian Doran/781-843-9205

NAME OF CHEMICAL SUPPLIED: CARUS™ 8600 water treatment chemical

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 115,000 lbs

CONTRACT VALUE: \$90,000.00

CONTRACT START AND COMPLETION DATES: 01/01/2010- current

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

ADDITIONAL INFORMATION: _____

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CARUS LLC REFERENCES

City of West Palm Beach

1009 Banyan Blvd,
West Palm Beach, FL 33401
Contact: Sandra Feliciano
Phone: 561-822-2290

Braintree Water & Sewer Department

300 King Hill
Braintree, MA 02184
Contact: Brain Doran
Phone: 781-843-9205

City of Boca Raton

1301 Glades Road
Boca Raton, FL 33431
Contact: Rick Chamness
Phone: 561-338-8323

City of Grand Rapids

17350 Lake Michigan Dr.
West Olive, MI 49460
Contact: Chad Reenders
Phone: 616-456-3928

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of Carus LLC's [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Barbie Smith

Print Name: Barbie Smith

Date: June 18, 2026

ILLINOIS
STATE OF ~~FLORIDA~~
COUNTY OF LA SALLE

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this June 18, 2026 (date) by Barbie Smith/Bid & Sales Support Manager (name of officer or agent, title of officer or agent) of Carus LLC (name of contractor company acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Makenzie Rose DeFosse

Name typed, printed or stamped
Makenzie Rose DeFosse

My Commission Expires: 01/29/2030



****N/A****

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:



Company ID Number: 1215852

Client Company ID Number: 2471546

Approved by:

Employer	
Carus LLC	
Name (Please Type or Print) Morgan Strow	Title
Signature Electronically Signed	Date 06-25-2024
E-Verify Employer Agent	
ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date 06-25-2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06-25-2024



Company ID Number: 1215852

Client Company ID Number: 2471546

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Carus LLC
Company Facility Address	315 5th St Peru, IL 61354
Company Alternate Address	
County or Parish	LA SALLE
Employer Identification Number	360877400
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	3 site(s)



Company ID Number: 1215852



Client Company ID Number: 2471546

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

IL	2
NC	1



Company ID Number: 1215852

Client Company ID Number: 2471546

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Morgan Strow
Phone Number	8473231236
Fax	
Email	morgan.strow@carusllc.com



Company ID Number: 1215852



Client Company ID Number: 2471546

This list represents the first 20 Program Administrators listed for this company.

SWORN STATEMENT

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

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

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

by Barbie Smith/Bid & Sales Support Manager
[print individual's name and title]

for Carus LLC
[print name of entity submitting sworn statement]

whose business address is 315 Fifth Street, Peru, IL 61354

and (if applicable) its Federal Employer Identification Number (FEIN) is:
36-0877400

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

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

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

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

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

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

[attach a copy of the final order]

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

Barbie Smith

[signature] Barbie Smith

Sworn to and subscribed before me this 18th day of June, 2026

Personally known to me

OR Produced identification _____ Notary Public – State of Illinois

My commission expires January 29, 2030

Makenzie Rose DeFosse

(Printed typed or stamped commissioned name notary public)
Makenzie Rose DeFosse



BID FORM CHECKLIST
CONTRACT FOR SUPPLYING CORROSION INHIBITOR (W2706D)

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
BAS	1	Bid Forms Cover Page
BAS	2	Bid Schedule of Values
BAS	3	Qualification Requirements form
BAS	3a	State of Florida Business License
BAS	4	Bidder's Previous Experience & References (minimum of 3 over the last 3 years)
BAS	5	Contractor E-Verify Affidavit with supporting documentation
BAS	6	Subcontractor E-Verify Affidavit with supporting documentation for each subcontractor
BAS	7	Sworn Statement
BAS	8	Bid Form Checklist
BAS	9	Bid Acknowledgement
BAS	10	Bid Signature Page
BAS	11	Affidavit of Compliance with Chemical Specifications
BAS	12	ANSI/NSF Standard 60 Drinking Water Certification
BAS	13	Safety Data Sheet
BAS	14	Manufacturing Narrative
BAS	15	Shelf-Life Storage Certification
BAS	16	Certificate(s) of Insurance

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, whichever one is received first.

BAS (Initials)

The undersigned understands and accepts that the initial term of the Contract commences on October 1, 2026 and continues for one (1) year, expiring September 30, 2027. The Contract contains provisions for renewal of up to two (2) additional 1-year terms beginning October 1, 2027, with annual unit price adjustments for the chemical only at time of renewal.

BAS (Initials)

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid.

BAS (Initials)

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

BAS (Initials)

The undersigned understands and accepts that if a contract is awarded, Owner will issue a Purchase Order (PO) to Supplier when the Contract commences and at the beginning of each fiscal year thereafter. The value of each PO will be based on the Contract unit price, (\$ per pound) including freight (F.O.B. destination), at the time the PO is issued and the estimated quantity of chemical for the fiscal year or applicable portion of the fiscal year. Payment to the Supplier will be based on the actual quantity of chemical meeting the Contract specifications and safely delivered and conveyed to Owner's facilities and the Contract unit pricing as indicated on the bid form or as adjusted by Contract amendment in accordance with Contract provisions.

BAS (Initials)

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 Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the Contract justifying its termination.

BAS (Initials)

The undersigned understands that time is of the essence and that deliveries of chemical to Owner shall be handled with urgency as may be needed for the public health and safety of Owner's water supply.

BAS (Initials)

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PROCEED TO NEXT SECTION

BID SIGNATURE PAGE

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

SUBMITTAL DATE June 18, 2026

FIRM NAME Carus LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 36-0877400

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

SIGNATURE OF RESPONSIBLE OFFICIAL *Barbie Smith*

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Barbie Smith/Bid & Sales Support Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL bids@carusllc.com

BUSINESS ADDRESS 315 Fifth Street, Peru, IL 61354

BUSINESS TELEPHONE 800-435-6856

STATE OF INCORPORATION Delaware

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

Carus LLC - 315 Fifth Street, Peru, IL 61354

Condy Holdings LLC - 315 Fifth Street, Peru, IL 61354

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

Kimberly Mendoza/Inside Sales Bid Analyst

Kimberly.Mendoza@carusllc.com/ 815-224-6534

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 18th day of June, 2026 by Barbie Smith of Carus LLC, who ☒ is personally known to me or ☐ has produced _____ as identification and who did (did not) take an oath.

Makenzie Rose DeFosse

NOTARY PUBLIC Makenzie Rose DeFosse

[Notary Seal]





Carus LLC
315 5th Street
Peru, IL 61354

June 18, 2026

At Carus LLC we manufacture quality products to help our customers solve environmental concerns. Our vision reflects a long-term commitment to serve our customers. Carus supports Responsible Care[®], an initiative that fosters involvement in the community and continuous improvement in environmental, health, security, and safety performance.

Carus LLC has two state of the art manufacturing facilities, one located in La Salle, IL and one in Belmont, NC. Both facilities use RO water, and all tanks and equipment are dedicated to producing only NSF certified products.

Our raw materials are tested to NSF standards and all finished products are NSF certified.

Carus LLC owns and operates a dedicated fleet of food grade tankers that are solely used to transport Carus NSF certified products. This dedicated fleet ensures that product is not contaminated by other products or compromises while in route to our customers.

Sincerely,

Barbie Smith
Bid & Sales Support Manager
800-435-6856
bids@carusllc.com



Carus LLC
315 5th Street
Peru, IL 61354

June 18, 2026

Carus LLC certifies that AQUA MAG® 9600 has a minimum shelf life of four months and will be supplied with a manufactured date of less than six months prior to shipment.

The stability of AQUA MAG® 9600 will not affect compliance with the product specifications if it is stored in polyethylene tanks for four months.

Carus LLC guarantees to provide technical on-site assistance within 24 hours of notification of such need.

A handwritten signature in blue ink, appearing to read 'Barbie Smith', written over a horizontal line.

Barbie Smith
Bid & Sales Support Manager
800-435-6856
bids@carusllc.com



Carus LLC
315 5th Street
Peru, IL 61354

June 18, 2026

Carus LLC is a privately held company and does not disclose financial information. However, information can be provided upon request in the event Carus is considered for the award.

Sincerely,

A handwritten signature in blue ink that reads 'Barbie Smith'.

Barbie Smith
Bid & Sales Support Manager
800-435-6856
bids@carusllc.com



I, Amy Berggren, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Condyl Holdings LLC, a Delaware LLC, and as such have custody of the corporate records and seal.

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Managers of Condyl Holdings LLC effective 10 December 2025 and are still in full force and effect as of the date below pertaining to persons authorized to act for Condyl Holdings LLC and its member companies, including Carus LLC.

WHEREAS, the Board desires to grant to certain Company officers and managers specific spending authority necessary to the day-to-day performance of their respective functions (Exhibit 1 attached hereto; and

IT IS RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer and manager spending authorizations included in the "CONDY HOLDINGS LLC AUTHORIZATION LEVELS – 10 December 2025," attached hereto as Exhibit 1.

In witness whereof I have hereunto set my hand as Assistant Secretary of Condyl Holdings LLC on this 18th day of June 2026.

Amy Berggren
Asst. Secretary



EXHIBIT 1

CONDY HOLDINGS LLC
AUTHORIZATION LEVELS – 10 December 2025 ***

<u>TITLE</u>	<u>REVENUE CONTRACTS*</u>
	*
Chairman	\$5,000,000
Chief Executive Officer & President *	\$5,000,000
Sr. Vice President, CFO *	\$3,000,000
Vice President, Operations	-
CHRO, Chief Human Resources Officer	-
CCO, Chief Commercial Officer	\$1,500,000
VP, Mergers & Acquisitions & Product Management	-
VP, Finance	-
Director, Global Strategic Sourcing	-
Supply Chain Director	-
M.B. Carus Fellow, Technology Project Manager	-
LaSalle Plant Manager	-
Bus. Director, Manganese Specialties	-
IT Director	-
Director of Sales	\$1,000,000
Product Management Director	\$500,000
Product Marketing Manager	\$500,000
Director of EHSS	-
Inside Sales Manager	\$200,000

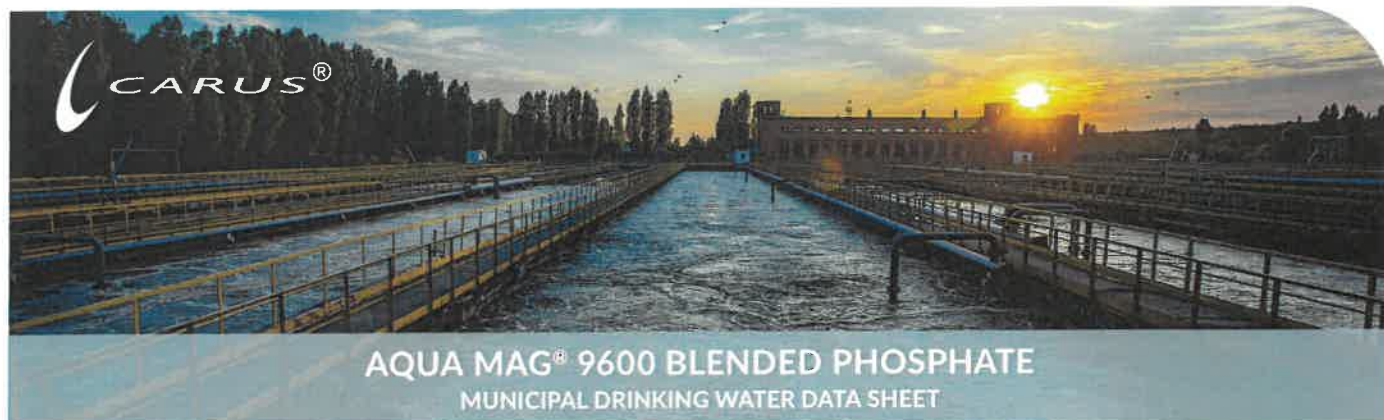
NOTES:

***ANY COMMITMENT FOR THE PURCHASE OR LEASE OF GOODS OR SERVICES IN EXCESS OF A 12-MONTH PERIOD MUST BE APPROVED BY THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

****ANY CONTRACT OR BID THAT IS EFFECTIVE FOR LONGER THAN ONE YEAR, REGARDLESS OF REVENUE VOLUME, REQUIRES THE SIGNATURE OF THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

ANY CONTRACT OR BID THAT IS EFFECTIVE FOR MORE THAN ONE YEAR IS SUBJECT TO AN ANNUAL PRICE REVIEW, REGARDLESS OF ESCALATION CLAUSES.

*****THE APPROVALS AUTHORIZED HEREIN SHALL APPLY WITH EQUAL EFFECT TO ALL AFFILIATE COMPANIES OF CONDY HOLDINGS LLC (i.e., **CARUS LLC**, ALLIANCE TRANSPORT LLC, CARUS EFTB, CARUS CHEMICAL COMPANY, CARUS EUROPE SOCIEDAD LIMITADA, CARUS BVI, LTD.).**



AQUA MAG® 9600 blended phosphate is a premier corrosion inhibitor and sequesterant for use in potable and industrial water systems. The product is a liquid concentrate of exceptional purity, clarity, and stability utilizing a broad spectrum of phosphates for better sequestering and corrosion control.

BENEFITS OF AQUA MAG 9600

- Decreases iron tuberculation to extend the life of the distribution system
- Inhibits lead and copper leaching resulting in lower lead and copper levels in the delivered potable water
- Minimizes the occurrence of microbial-influenced corrosion providing longer life system
- Controls iron and manganese, minimizing rusty and dirty water in the system
- Reduces discoloration, staining, and mineral build-up resulting in fewer customer complaints
- Diminishes calcium scale deposits typically seen in hot water lines and heaters
- Saves money by reducing corrosion and scale; lowering chlorine demand and decreasing hydrant flushing, leaks, and failures

HANDLING AND STORAGE

AQUA MAG 9600 blended phosphate should be handled with care. Wear proper protective equipment including goggles, face shield, apron, respirator and proper gloves when handling this product.

AQUA MAG 9600 blended phosphate has a shelf-life of 6 months to 1 year when stored and handled properly. Protect containers from physical damage. Store in a cool, dry, temperature controlled area in closed containers set off the floor. Store inside a heated building and off the floor for best storage conditions at your facility. Exposure to temperatures < 38°F (3°C) may cause the product to increase in viscosity. It may become cloudy and/or freeze. In case of accidental release: contain spill by collecting the liquid in a pit or holding behind a dam (sand or soil). Absorb with inert media and dispose of properly. Disposal of all materials shall be in full and strict compliance with federal, state, and local regulations. Consult the safety data sheet (SDS) for additional safety information.

PROPERTIES AND CERTIFICATIONS

Description:	Clear homogeneous liquid
Specific Gravity:	1.36–1.42
pH (1% w:w):	5.7–6.7
NSF Maximum Feed Rate:	30 mg/L
NSF/ANSI Standard:	60
Shelf Life:	6 months to 1 Year
Kosher Approved	



COMPATIBILITY INFORMATION

AQUA MAG 9600 blended phosphate can be stored in high-medium density polyethylene, cross-linked polyethylene, fiberglass reinforced plastic, 316 stainless steel, and glass lined/epoxy lined steel tanks. Piping materials may include schedule 80 PVC/CPVC piping, clear PVC, and white polyethylene tubing. Pump materials may include ceramic, Teflon™, Viton™, Hypalon, and PVC liquid end pump materials.



SHIPPING

AQUA MAG 9600 blended phosphate is not regulated by US DOT, Canada TDG, UN, IMDG, IATA regulations.

SHIPPING CONTAINERS

30 gallon (348 lb) Drum

Made of high density polyethylene (HDPE).

Weighs 12.2 lbs. (5.5 kg).

The net weight is 348 lbs. (157.9 kg).

55 gallon (638 lb) Drum

Made of high density polyethylene (HDPE).

Weighs 20.5 lbs. (9.21 kg).

The net weight is 638 lbs. (289.4 kg).

275 gallon (3190 lb) IBC (Intermediate Bulk Container)

The IBC has a 2 inch (5.08 cm) butterfly valve with NPT threads in bottom sump. Weighs 123.2 lbs. (55.9 kg).

The net weight is 3190 lbs. (1447 kg).

Bulk Quantities up to 3500 gallons are available.

Other containers may be available.

Contact Carus at 800-435-6856 for details.

CARUS VALUE ADDED

LABORATORY SUPPORT

Carus has technical assistance available to answer questions, evaluate treatment alternatives, and perform laboratory testing. Our laboratory capabilities include consulting, treatability studies, feasibility studies, and analytical services.

FIELD SERVICES

As an integral part of our technical support, Carus provides extensive on-site treatment assistance. We offer full application services including technical expertise, supervision, testing, and feed equipment design and installation to accomplish a successful evaluation and/or application.

CARUS

During its more than 100-year history, Carus' ongoing emphasis on research and development, technical support, and customer service has enabled the company to become the world leader in permanganate, manganese, oxidation, and base-metal catalyst technologies.



Carus Headquarters USA

315 Fifth Street | Peru, IL 61354 | Tel +1-815-223-1500 | 1-800-435-6856 | Fax +1-815-224-6697
www.carusllc.com | salesmkt@carusllc.com

Carus Europe

Calle Rosal 4. 1-B | Oviedo, Spain 33009 | Tel +34.985.785.513 | Fax +34.985.785.510

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change; and the conditions of handling, use or misuse of the product are beyond our control. Carus makes no warranty, either expressed or implied, including any warranties of merchantability and fitness for a particular purpose. Carus also disclaims all liability for reliance on the completeness or confirming accuracy of any information included herein. Users should satisfy themselves that they are aware of all current data relevant to their particular use(s).

Carus and Design is a registered service mark of Carus. AQUA MAG® is a registered trademark of Carus. Responsible Care® is a registered service mark of the American Chemistry Council.



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Rev. 5/2023



SAFETY DATA SHEET

1. Identification

Product identifier AQUA MAG® 9600 Blended Phosphate

Other means of identification

SDS number -

Recommended use AQUA MAG® 9600 blended phosphate is the premier corrosion inhibitor and sequesterant for use in potable and industrial water systems.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Company name CARUS CORPORATION

Address 315 Fifth Street,
Peru, IL 61354, USA

Telephone +1 815 223-1500 - All other non-emergency inquiries about the product should be directed to the company

E-mail salesmkt@caruscorporation.com

Website www.caruscorporation.com

Contact person Dr. Chithambarathanu Pillai

Emergency Telephone For Hazardous Materials [or Dangerous Goods] Incidents ONLY
(spill, leak, fire, exposure or accident), call CHEMTREC at
CHEMTREC®, USA: 001 (800) 424-9300
CHEMTREC®, Mexico (Toll-Free - must be dialed from within country):
01-800-681-9531
CHEMTREC®, Other countries: 001 (703) 527-3887

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) Not classified.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Diphosphoric acid, tetrapotassium salt	7320-34-5	3 - 7

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.
5. Fire-fighting measures	
Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Prevent further leakage or spillage if safe to do so.
7. Handling and storage	
Precautions for safe handling	Avoid inhalation and contact with skin and eyes. Wear appropriate personal protective equipment (See Section 8). Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in cool, dry place. Store away from incompatible materials.
8. Exposure controls/personal protection	
Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	General ventilation normally adequate.
Individual protection measures, such as personal protective equipment	
Eye/face protection	If contact is likely, safety glasses with side shields are recommended.
Skin protection	
Hand protection	For prolonged or repeated skin contact use suitable protective gloves.
Other	Wear suitable protective clothing.
Respiratory protection	In case of inadequate ventilation or risk of inhalation of vapors, use suitable respiratory equipment.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	Colorless.
Odor	None.
Odor threshold	Not available.
pH	6.2 ±0.5 (1 % aqueous solution)
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.39 ±0.03 (77 °F (25 °C))
Solubility(ies)	
Solubility (water)	Completely soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization will not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents. Strong acids. Strong bases.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	In high concentrations, vapors may be irritating to the respiratory system.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	May cause eye irritation on direct contact.
Ingestion	May cause discomfort if swallowed.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	May cause discomfort if swallowed.	
Components	Species	Test Results
Diphosphoric acid, tetrapotassium salt (CAS 7320-34-5)		
Acute		
Dermal		
LD50	Rabbit	> 4640 mg/kg
Skin corrosion/irritation	Prolonged contact may cause dryness of the skin.	
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.	
Respiratory or skin sensitization		
Respiratory sensitization	No data available.	
Skin sensitization	Not a skin sensitizer.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	No data available.	
Specific target organ toxicity - single exposure	No data available.	
Specific target organ toxicity - repeated exposure	No data available.	
Aspiration hazard	Not classified.	
12. Ecological information		
Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.	
Persistence and degradability	The product is not expected to be readily biodegradable.	
Bioaccumulative potential	No data available for this product.	
Mobility in soil	Not available.	
Other adverse effects	Not available.	
13. Disposal considerations		
Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.	
Local disposal regulations	Dispose in accordance with all applicable regulations.	
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.	
Waste from residues / unused products	Dispose of in accordance with local regulations.	
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal.	
14. Transport information		
DOT		
Not regulated as dangerous goods.		
IATA		
Not regulated as dangerous goods.		
IMDG		
Not regulated as dangerous goods.		
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.	
15. Regulatory information		
US federal regulations	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	

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

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. Massachusetts RTK - Substance List**

Not regulated.

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

Not listed.

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

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

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

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

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

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

Issue date 01-December-2014
Revision date -
Version # 01
NFPA ratings



Disclaimer

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AQUA MAG® is a registered trademark of Carus Corporation.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, June 2, 2026** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=carus&TradeName=9600&>

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

Carus LLC

315 Fifth Street

P.O. Box 599

Peru, IL 61354-0599

United States

800-435-6856

815-223-1500

Facility : # 1 La Salle, IL

Blended Phosphates

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AQUA MAG® 9600	Corrosion & Scale Control	30mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Facility : # 4 USA

Blended Phosphates**Trade Designation**

AQUA MAG® 9600

Product Function

Corrosion & Scale Control

Max Use

30mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 1 seconds



AFFIDAVIT OF COMPLIANCE

AQUA MAG® 9600 blended phosphate

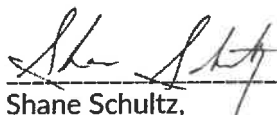
AQUA MAG 9600 is produced and packaged only by:

Carus LLC

Headquarter Location
315 Fifth Street
Peru, IL 61354

AQUA MAG 9600 conforms to all applicable AWWA Standards.

Certified by ANSI/NSF Standard 60:
Drinking Water Treatment Chemical-Health Effects



Shane Schultz,
Product Manager, Catalysts & Phosphates



CERTIFICATE OF ANALYSIS

Product: AQUA MAG® 9600

Lot Number: T-2607

Date of Manufacture: 18-May-2026

Parameter	Result	Units	Min	Max
Orthophosphate	24.1	%	22.1	24.1
Specific Gravity at @ 20°C	1.40		1.36	1.42
pH (1% Solution)	5.7		5.7	6.7

Parameter	Typical	Units	Min	Max
Total Phosphate	33.4	%	31.0	35.0

Analyst: R. Glenn



RESPONSIBLE CARE™
Driving Safety & Sustainability

Carus
315 5th Street
Peru, IL 61354
www.CarusLLC.com

By: Lori Setchell

Lori Setchell
Quality Control Manager
815-224-6842

State of Florida

Department of State

I certify from the records of this office that CARUS LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 26, 2019.

The document number of this limited liability company is M19000007237.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on January 30, 2026, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of February, 2026*




Secretary of State

Tracking Number: 0331606133CU

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/02/2025

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Carus LLC 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA	INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: Granite State Insurance Company 23809 INSURER C: Nautilus Insurance Company 17370 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570114165892 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:			GL4611644	07/01/2025	07/01/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 7742278	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION			FFX204083012	07/01/2025	07/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC013545870 (AOS) WC014590635 (IL)	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: Contract for Supplying Corrosion Inhibitor W2604D.
The Town of Jupiter Utilities is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies where required by written contract with named insured.

CERTIFICATE HOLDER Town of Jupiter Utilities Attn: Haley Johnson 17403 Central Boulevard Jupiter FL 33458 USA	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 <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/01/2025

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Carus LLC 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: Granite State Insurance Company	23809
	INSURER C: Nautilus Insurance Company	17370
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570114102726 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL4611644	07/01/2025	07/01/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CA 7742278	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			FFX204083012	07/01/2025	07/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC013545870 (AOS) WC014590635 (IL)	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Carus LLC PO Box 599 315 Fifth Street Peru IL 61354-2859 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>

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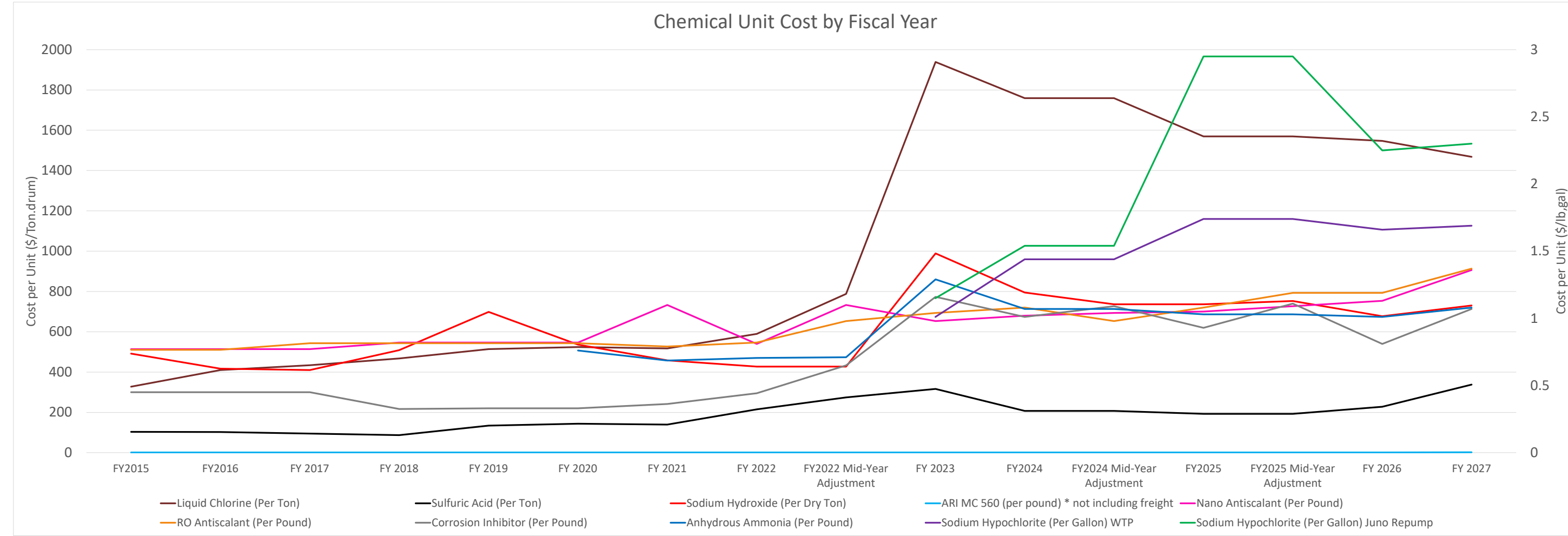
Town of Jupiter Utilities
Contract for Supplying Corrosion Inhibitor (W2706D)
June 23, 2026 11:08am Bid Opening

SUPPLIER				CEDAR CHEM LLC		AQUA SMART, INC.		CARUS LLC		SHANNON CHEMICAL LLC	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS											
1	Corrosion Inhibitor Unit Price	117,760	lbs	\$0.53	\$62,412.80	\$0.58	\$68,300.80	\$0.87	\$102,451.20	\$0.87	\$102,451.20
2	Freight (F.O.B. Destination)	117,760	lbs	\$0.12	\$14,131.20	\$0.29	\$34,150.40	\$0.20	\$23,552.00	\$0.24	\$28,262.40
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/lb): (Item Nos. 1-2) =				\$0.65		\$0.87		\$1.07		\$1.11	
Total Estimated Annual Chemical Cost (F.O.B. Destination) =				\$76,544.00		\$102,451.20		\$126,003.20		\$130,713.60	

Note: The 2 low bidders were non-responsive to the bid requirements.

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	FY 2027	Variance FY2026 to FY2027 Bids	FY26 to FY27 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	\$1,468.00	(\$78.90)	-5.10%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$338.00	\$109.80	48.12%
Sodium Hydroxide (Per Dry Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	\$730.00	\$53.00	7.83%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	\$1.07	\$0.26	32.10%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$1.37	\$0.18	15.13%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.13	\$1.36	\$0.23	20.35%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	\$1.08	\$0.07	6.93%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	\$1.69	\$0.03	1.81%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	\$2.30	\$0.05	2.22%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.61	\$1.68	\$0.07	4.35%

Chemical Unit Cost by Fiscal Year





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Robert Rounds, Procurement Manager *Robert Rounds*
Date: July 31, 2026
Re: Procurement Review – Resolution 75-26: for the award of Contract With Carus LLC for supplying corrosion inhibitor (W2706D).

Upon review of W2706D to award a contract to Carus LLC for supplying corrosion inhibitor (W2706D) for a unit price of \$1.07 per pound, I have found that the procurement meets all requirements of F.S 255.20.

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.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Contract for Supplying Anhydrous Ammonia



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 76-26: Approving a contract with Tanner Industries, Inc. for supplying anhydrous ammonia (W2706G) for a unit price of \$1.08 per pound.

EXECUTIVE SUMMARY

Resolution 76-26 provides for award of a contract with Tanner Industries, Inc. (Tanner) to supply anhydrous ammonia (W2706G) to Jupiter's water treatment plant for a unit price of \$1.08 per pound including freight, totaling \$94,296 for fiscal year (FY) 2027, based on an estimated annual quantity of 87,311. The proposed contract contains provisions for renewal of up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI).

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

An Invitation to Bid for a contract to supply anhydrous ammonia (W2706G) to Jupiter's water treatment plant was publicly advertised on May 24, 2026, in accordance with the Town's Procurement Policy. On June 23, 2026, two sealed bids were received and opened publicly. The lowest bid was submitted by Tanner for a unit price of \$1.08 per pound including freight. A detailed bid tabulation is attached. Tanner's bid unit price is 2% lower than the other bidder and 7% higher than the current (FY 2026) contract unit price. Historical unit pricing for chemicals used by the Town's water treatment plant is provided as an attachment for reference. Tanner's bid was reviewed and found to be responsive to the bid requirements. Tanner has supplied the Town's water plant with water treatment chemicals in past years and has satisfactorily fulfilled their contractual obligations.

Funding for the proposed contract is included in the FY 2027 Water Enterprise Fund operating budget and includes a 3% contingency should the actual chemical quantity required vary from that estimated. Based on Tanner's bid unit price and a projected annual quantity of 87,311 pounds, the estimated value for the initial contract term (FY 2027) is \$94,296. If approved, this contract will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget.

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

ANALYSIS

A review of Tanner's bid submitted on June 23, 2026, to supply anhydrous ammonia (W2706G) to the Town of Jupiter's water treatment plant for FY 2027, concluded that their bid is responsive to the bid requirements and suitable for award at the bid unit price of \$1.08 per pound, including freight. Based on a projected quantity of 87,311 pounds, the estimated annual cost for FY 2027 is \$94,296. The proposed FY 2027 budget of \$97,125 includes a 3% contingency should actual consumption exceed that which has been estimated. The contract contains provisions for renewal for up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI). FY 2028 and FY 2029 funding estimates provided in the funding source table below assume a 5% budget escalation per year. Provided the contract is awarded, it will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget. Town Council's approval of this item authorizes the Mayor to sign the contract on the Town's behalf and authorizes the Town Manager to approve the contract renewals.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 76-26 and Contract
2. Winning Bid Proposal
3. Summary Sheet of Bid Tabulation
4. Historical Chemical Costs
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Amount of this Request	\$94,296	--
Future Fiscal Years	Amount	Funding Source(s)
Initial Term	\$97,125	FY 2027 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
1 st Renewal Term	\$101,981	FY 2028 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
2 nd Renewal Term	\$107,080	FY 2029 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation

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

RESOLUTION NO. 76-26

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A CONTRACT FOR
SUPPLYING ANHYDROUS AMMONIA TO THE TOWN'S
WATER TREATMENT PLANT; PROVIDING FOR AN
EFFECTIVE DATE.**

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

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

WHEREAS, the lowest responsive bid received by the Town on June 23, 2026, for supplying anhydrous ammonia (W2706G), was submitted by Tanner Industries, Inc. in an amount of \$1.08 per pound including freight, estimated to be \$94,296 annually, based on a projected ammonia demand of 87,311 pounds per year; and

WHEREAS, the bid for supplying anhydrous ammonia submitted by Tanner Industries, Inc. is responsive to the bid requirements and suitable for award of the initial contract term, beginning October 1, 2026 and ending September 30, 2027, with

provisions for renewal and annual price adjustment by change order to the contract, subject to Town Manager approval; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2027 Operating Budget. Funds for FY2027 and future possible renewal terms will be subject to Town Council appropriation of fiscal year operating budgets.

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

Section 1. The contract between the Town of Jupiter and Tanner Industries, Inc. for supplying anhydrous ammonia (W2706G) to the Town's water treatment plant, is hereby accepted in the form attached hereto as **Exhibit 1**.

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

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

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

CONTRACT BETWEEN OWNER AND SUPPLIER – REVISED BY ADDENDUM 1

This Contract made this _____ day of _____, _____ by and between the Town of Jupiter, a Florida municipal corporation (“Owner” or “Town”), and Tanner Industries, Inc., 73 Davisville Road, Southampton, PA 18966, a State of Pennsylvania, 23-2050034 (FEIN), (“Supplier”), in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. SUPPLIES.

- 1.1 Supplier shall furnish all of the supplies as specified or indicated in the Contract Documents. The goods and services to be furnished are generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **anhydrous ammonia** for an initial term of one (1) calendar year beginning October 1, 2026 through September 30, 2027 in accordance with the Contract Documents, including all addenda and technical specifications (“Supplies”).

Article 2. POINT OF DELIVERY.

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

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

Article 3. CONTRACT TIME.

- 3.1 The Supplies are to be delivered to the point of delivery specified in Article 2 and ready for Owner’s acceptance of delivery as outlined in the Contract Documents.
- 3.2 The initial term of the Contract will be one (1) year beginning October 1, 2026, through September 30, 2027. Within one hundred twenty (120) days’ prior to expiration of the initial term, Owner and Supplier may agree to renew the Contract for two (2) consecutive one (1) year additional terms, for a total maximum contract duration of three (3) consecutive years, in accordance with the Town’s Procurement Policy. Renewals must be in writing signed by both parties and by Contract Amendment and are subject to the same terms and conditions set forth in the initial Contract Documents and any subsequent written amendments to the Contract Documents. No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Supplier may elect not to renew the Contract but must provide one hundred twenty (120) days advance written notice to Owner. Owner is not obligated to renew the Contract for any additional term and may deny Supplier’s request for an additional term for any reason in its sole discretion. Regardless of anything to the contrary, this Contract may be terminated by Owner at any time and for any reason. Further, Supplier agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Upon termination for cause or convenience, Supplier acknowledges it is only entitled to recover for Supplies delivered and accepted by Owner prior to the termination date.
- 3.3 The parties agree that time is of the essence in the performance of each and every obligation required under the Contract Documents. The Contract may be changed or amended only by written amendment to the Contract, signed by both parties. However, Supplier’s failure to sign an amendment shall not prohibit Owner from signing and implementing the changes, as long the changes are supported by provisions of the Contract.

Article 4. TERMINATION.

- 4.1 Owner reserves the right to cancel the contract at any time with thirty (30) days advance written notice to Supplier. Owner shall only be obligated to pay Supplier for Supplies received and off-loaded into the Owner's allotted storage facility prior to the end of the thirty (30) day notice period.
- 4.2 If Supplier elects to cancel the Contract at any time during the Contract Term, Supplier shall provide one hundred twenty (120) days advance written notice to Owner and shall continue to supply the Supplies at the then contract unit price for the duration of the 120-day notice period, with no adjustment to unit pricing.

Article 5. CONTRACT PRICE.

- 5.1 Owner shall pay Supplier for furnishing the Supplies in accordance with the Contract Documents in current funds according to Contract unit pricing (\$/pound), F.O.B. destination, as indicated in Supplier's sealed Bid and subsequent price adjustments in accordance with Contract provisions, documented by written amendment signed by both parties, for the term of the Contract.
- 5.2 At the time of any Contract renewal, annual adjustment of Contract unit pricing for the Supplies only shall be evaluated by Owner based on the most recent annual percentage change available on June 30th in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Synthetic Ammonia, Nitric Acid, Ammonium Compounds, and Urea, not seasonally adjusted (WPU0652013A)*, obtained from the U.S. Department of Labor Bureau of Labor Statistics (BLS) Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Owner shall prepare an amendment to the Contract adjusting the Contract unit price for the Supplies for Supplier's review and signature. Annual price adjustments shall occur only at time of Contract renewal and will apply to new orders placed on or after the effective date of the executed written amendment. No adjustments outside of the annual adjustments described herein shall be allowed. Supplier's failure to sign the amendment shall not preclude the Owner from adjusting the contract unit price for chemical as described herein and making payments to Supplier at the adjusted Contract unit price. Owner may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contracts. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate the annual price adjustments.
- 5.3 The Contract unit price for freight is firm for the initial term of the Contract. and not subject to adjustment for the duration of the Contract. Supplier 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) for *Automotive Diesel Fuel (APU000074717)* 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 Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Article 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the Owner shall be made via Electronic Funds Transfer ("EFT"). Supplier shall complete a Town of Jupiter Vendor application form providing Owner with financial information required for EFT payments.

- 6.2 Supplier shall invoice the Owner within thirty (30) days of delivery of the Supplies to Owner. Invoicing shall be based on the Contract unit price at the time of delivery. Owner shall not be obligated to pay for product delivered to the site that is found by Owner to be out of compliance with the Contract requirements and Supplies' specifications.
- 6.3 Supplier is responsible to ensure that invoices are based on the correct Contract unit price. Owner is only obligated to pay for chemical supplied, delivered, and accepted based on correct Contract unit pricing, as documented in the Contract or subsequent amendments to the Contract.

Article 7. SUPPLIER'S REPRESENTATIONS. In order to induce Owner to enter into this Contract, Supplier makes the following representations:

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

Article 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire Contract between Supplier and Owner are attached to this Contract, made a part hereof and consists of the following:
- A. Table of Contents
 - B. Invitation to Bid Advertisement
 - C. Instructions to Bidders
 - D. Bid Forms (with required supporting documentation)
 - 1. Bid Forms Cover Page
 - 2. Bid Schedule of Values
 - 3. Qualification Requirements
 - a. State of Florida Business License
 - 4. Bidder's Previous Experience and References
 - 5. Contractor E-Verify Affidavit
 - 6. Subcontractor E-Verify Affidavit
 - 7. Sworn Statement
 - 8. Bid Form Checklist
 - 9. Bid Acknowledgement
 - 10. Bid Signature Page
 - 11. Affidavit of Compliance with Chemical Specifications
 - 12. ANSI/NSF Standard 60 Drinking Water Certification
 - 13. Safety Data Sheet
 - 14. Certificate(s) of Insurance
 - E. Notice of Intent to Award
 - F. Notice of Award
 - G. Contract between Owner and Supplier

- H. Technical Specifications and Exhibits bearing the title: Contract for Supplying Anhydrous Ammonia (W2706G)
- I. Any addenda issued to the Bid Documents
- J. Any modifications, including written Contract amendments, duly delivered after execution of this Contract

Article 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 Owner and Supplier each bind itself, its partners, elected officials, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This 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 Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - A. A request to inspect or copy public records relating to a public agency's contract for goods or services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - B. If the Supplier does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.
 - C. A supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - D. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752,**

TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- A. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all suppliers, and subcontractors performing Work, providing supplies, or providing goods or services under the Contract.
- B. Suppliers are responsible for reviewing Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- C. Supplier 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.
- D. The Supplier 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.
- E. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier's employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid 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. Supplier 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.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 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.
- B. The Supplier, by its execution of the Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Supplier is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- C. The Owner reserves the right to terminate the Contract if the Supplier 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 Supplier for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- A. Section 287.135(2), Florida Statutes, prohibits the Owner from entering in to a contract with a supplier that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- B. The Supplier, 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.
- C. The Owner reserves the right to terminate the Contract if the Supplier is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Owner, in the event of such termination, shall not incur any liability to the Supplier for any work or materials furnished.

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Tanner Industries Inc.
735 Davisville Road
Southampton, PA 18966

Matt Tanner, Sales Administrator

(CORPORATE SEAL)

ATTEST

SIGNATURE

PRINT NAME AND POSITION

BID FORMS

Bidding Company Name: Tanner Industries, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the 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, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed Contract to:

Supply the Town of Jupiter Utilities Water Treatment Plant with anhydrous ammonia for use in the treatment of drinking water in accordance with the Bid/Contract Documents, for a period of one (1) year, beginning October 1, 2026 through September 30, 2027, with the option to renew the contract for up to two (2) individual and consecutive one (1) year terms, with annual price adjustments in accordance with Contract provisions.

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

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Bid for the unit prices stated on the Bid Schedule of Values. If awarded the Contract, the undersigned agrees to supply and deliver chemicals in accordance with the terms and conditions included in the Bid/Contract Documents and all addenda, including but not limited to honoring bid unit pricing and accepting allowable price adjustments as described therein for the full duration of the Contract. The Bid Documents and any addenda issued will form the basis of the Contract Documents.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING ANHYDROUS AMMONIA (W2706G)

SUPPLIER NAME: Tanner Industries, Inc.

Contract Term, 1-year (October 1, 2026 – September 30, 2027)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Plant, 17403 S Central Boulevard, Jupiter, FL 33458					
1	Anhydrous Ammonia Unit Price	87,311	lbs	\$ <u>1.08</u>	\$ <u>94,295.88</u>
2	Freight (F.O.B. Destination)	87,311	lbs	\$ <u> </u>	\$ <u> </u>
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/lb):				\$ <u>1.08</u>	
Total Estimated Annual Chemical Cost (F.O.B. Destination) =					\$ <u>94,295.88</u>

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/lb) in Words: _____

One dollar and eight cents per pound

Total Estimated Annual Chemical Cost (F.O.B. Destination) based on 87,311 pounds in Words: _____

Ninety-four thousand, two hundred ninety-five and eighty eight cents

**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 the sealed Bid.)

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

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

1. State the numbers of years your organization has been doing business in the State of Florida and provide a copy of the company's current and valid Business License: 60+

2. Has Bidder ever failed to fulfill its contractual obligations satisfactorily under a previous contract for the Owner or other entity? If so, provide explanation.

No

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

Corporate Office - Southampton, PA Local Plant - Apopka, FL

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

Matt Tanner - Inside Sales Rich Butt - Territory Manager

5. Provide the company name and contact information of the Bidder's subcontractor to be used for chemical transportation, hauling and delivery, if applicable. The Subcontractor E-Verify Affidavit, provided in the Bid Forms, shall be submitted with supporting documentation for each subcontractor. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

N/A (Self - Perform)

6. Bidder shall demonstrate its ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL contracts awarded within the last three (3) years that were terminated or cancelled before the end of the Contract Term and explain the reason for early cancellation. Attach additional pages as needed:

CONTRACT NAME: _____

OWNER NAME/CONTACT INFO: N/A - None

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

REASON FOR EARLY CANCELLATION/TERMINATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

7. List ALL contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: N/A - None

REASON FOR LITIGATION: _____

8. 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.
9. Only bidders who are deemed qualified, at Owner's sole discretion, will be considered for Contract award. Failure to provide previous experience and qualification information as requested in the Bid Documents, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder, may result in bid disqualification.

NOTE:

- a. Bidder shall complete and submit with the sealed Bid, Bidder's Previous Experience & References forms provided on the following pages documenting previous experience and references of the chemical supplier for at least three (3) contracts similar in scope and value from the previous three (3) years. All information requested on the following forms shall be provided in sufficient detail for Owner to perform a comprehensive review of previous experience and references.
- b. In order to be deemed acceptable for the purpose of determining Bidder qualification, similar contracts shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers for the Owner.

THIS SPACE IS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Lee County Utilities - Fort Myers, FL

OWNER CONTACT NAME AND PHONE NUMBER: Mike Frazzetto (239) 823-3788

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 100,000 lbs

CONTRACT VALUE:

CONTRACT START AND COMPLETION DATES: 2019 - Current

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

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Boca Raton - Boca Raton, FL

OWNER CONTACT NAME AND PHONE NUMBER: Gabriel Munoz (561) 338-7324

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 103,000 lbs

CONTRACT VALUE:

CONTRACT START AND COMPLETION DATES: 2021 - Current

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

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(3) NAME & LOCATION OF CONTRACT: City of Holly Hill - Holly Hill, FL

OWNER CONTACT NAME AND PHONE NUMBER: Jeff Jacobson (386) 248-9463

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 7,000 lbs

CONTRACT VALUE:

CONTRACT START AND COMPLETION DATES: 2019 - Current

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

ADDITIONAL INFORMATION: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of Tanner Industries, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]

Print Name: Matt Tanner

Date: 6/16/26

Pennsylvania
STATE OF ~~FLORIDA~~
COUNTY OF Bucks

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this JUNE 16, 2026 (date) by MATT TANNER (name of officer or agent, title of officer or agent) of TANNER INDUSTRIES, INC (name of contractor company acknowledging), a Pennsylvania (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]

Commonwealth of Pennsylvania - Notary Seal
Samantha Tanner, Notary Public
Bucks County
My commission expires July 19, 2027
Commission number 1349030
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

SAMANTHA TANNER
Name typed, printed or stamped

My Commission Expires: July 19, 2027

My Company Account

My Company Profile

Company Information

Company Name

Tanner Industries, Inc.

Doing Business As (DBA) Name

Company ID

838173

Enrollment Date

Dec 18, 2014

Employer Identification Number (EIN)

232050034

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

424

Sector

Wholesale Trade

Subsector

Merchant Wholesalers, Nondurable Goods

Edit Company Information

Employer Category

Employer Category

SUBCONTRACTOR E-VERIFY AFFIDAVIT

N/A

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

SWORN STATEMENT

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

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

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

by Matt Tanner / Sales Administrator
[print individual's name and title]

for Tanner Industries, Inc.
[print name of entity submitting sworn statement]

whose business address is 735 Davisville Rd, Southampton, PA 18966

and (if applicable) its Federal Employer Identification Number (FEIN) is:
23-2050034

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

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

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

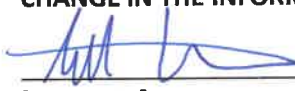
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent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

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

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

[attach a copy of the final order]

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


[signature]

Sworn to and subscribed before me this 16th day of June, 2026

Personally known Matt Tanner

OR Produced identification N/A Notary Public – State of Pennsylvania

My commission expires July 19, 2027

Samantha Tanner - SAMANTHA TANNER
(Printed typed or stamped commissioned name notary public)

Commonwealth of Pennsylvania - Notary Seal Samantha Tanner, Notary Public Bucks County My commission expires July 19, 2027 Commission number 1349030 Member, Pennsylvania Association of Notaries
--

BID FORM CHECKLIST
CONTRACT FOR SUPPLYING ANHYDROUS AMMONIA (W2706G)

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
✓	1	Bid Forms Cover Page
✓	2	Bid Schedule of Values
✓	3	Qualification Requirements form
✓	3a	State of Florida Business License
✓	4	Bidder's Previous Experience & References (minimum of 3 over the last 3 years)
✓	5	Contractor E-Verify Affidavit with supporting documentation
N/A	6	Subcontractor E-Verify Affidavit with supporting documentation for each subcontractor
✓	7	Sworn Statement
✓	8	Bid Form Checklist
✓	9	Bid Acknowledgement
✓	10	Bid Signature Page
✓	11	Affidavit of Compliance with Chemical Specifications
✓	12	ANSI/NSF Standard 60 Drinking Water Certification
✓	13	Safety Data Sheet
✓	14	Certificate(s) of Insurance

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, whichever one is received first.

MT (Initials)

The undersigned understands and accepts that the initial term of the Contract commences on October 1, 2026 and continues for one (1) year, expiring September 30, 2027. The Contract contains provisions for renewal of up to two (2) additional 1-year terms beginning October 1, 2027, with annual unit price adjustments for the chemical only at time of renewal. MT (Initials)

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid. MT (Initials)

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

The undersigned understands and accepts that if a contract is awarded, Owner will issue a Purchase Order (PO) to Supplier when the Contract commences and at the beginning of each fiscal year thereafter. The value of each PO will be based on the Contract unit price, (\$ per pound) including freight (F.O.B. destination), at the time the PO is issued and the estimated quantity of chemical for the fiscal year or applicable portion of the fiscal year. Payment to the Supplier will be based on the actual quantity of chemical meeting the Contract specifications and safely delivered and conveyed to Owner's facilities and the Contract unit pricing as indicated on the bid form or as adjusted by Contract amendment in accordance with Contract provisions. MT (Initials)

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 Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the Contract justifying its termination. MT (Initials)

The undersigned understands that time is of the essence and that deliveries of chemical to Owner shall be handled with urgency as may be needed for the public health and safety of Owner's water supply. MT (Initials)

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

BID SIGNATURE PAGE

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

SUBMITTAL DATE 6/16/26

FIRM NAME Tanner Industries, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 23-2050034
(If the entity has no FEIN, include the Social Security Number of the individual signing this Bid.)

SIGNATURE OF RESPONSIBLE OFFICIAL [Signature]

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Matt Tanner / Sales Administrator

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL sales@tannerind.com

BUSINESS ADDRESS 735 Davisville Road, Southampton, PA 18966

BUSINESS TELEPHONE (215) 322-1238

STATE OF INCORPORATION Pennsylvania

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

Stephen B. Tanner - 735 Davisville Rd, Southampton, PA 18966

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

Matt Tanner, Sales Administrator, sales@tannerind.com
(215) 322-1238

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 16th day of June, 2026 by MATT TANNER of Tanner Industries, Inc, who ☒ is personally known to me or ☐ has produced N/A as identification and who did (did not) take an oath.

[Signature]

NOTARY PUBLIC

[Notary Seal]



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

June 15, 2026

Town of Jupiter
Jupiter, FL
ITB-W2706G-0-2026/CM

Dear Sir:

This is to certify that Matthew Tanner has the corporate authority to enter into agreements/contracts for Tanner Industries, Inc.

If there is a need for additional information, please call 1-800-643-6226

Sincerely,
Tanner Industries, Inc.

Brad Tanner
President & CEO

Tanner Industries, Inc. Bid Exceptions:

18. INDEMNIFICATION AND INSURANCE

18.1 By placing a bid, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including reasonable attorney's fees) to the extent arising out of or incident to or in connection with the bidder's responsibility to perform negligent performance under this contract. This agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

18.2 SUPPLIER shall procure and maintain, through the term of the contract, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit A", and made a part of this Contract. The insurance limits and coverage conditions identified require first dollar coverage. The OWNER shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the SUPPLIER.

Exhibit A – Insurance Requirements

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

for all employees of the Supplier for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the Supplier and all subcontractors.

The Supplier shall indemnify, save, hold harmless and defend the Town of Jupiter and any other Named Insured person(s) or entity(s), their respective officers, agents, and employees, from damages, losses, liabilities, costs, claims, suits, actions, expenditures, or causes of action of any kind arising from the services authorized in this contract and to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct or the violation of any federal, state, or local law or regulation, of the Supplier, its subcontractors, agents, assigns, or employees in connection with this Contract resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The Supplier shall obtain and maintain contractual general and auto liability insurance in adequate limits for the sole purpose of protecting the Town of Jupiter and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this contract.

State of Florida

Department of State

I certify from the records of this office that TANNER INDUSTRIES, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on December 20, 1991.

The document number of this corporation is P36769.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on April 10, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of April, 2026*




Secretary of State

Tracking Number: 1468149119CC

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

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

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida****2026****EXPIRES SEPTEMBER 30, 2026**

3501-0972544

3501 DISTRIBUTOR-AMMONIA CO \$30.00 1 EMPLOYEE(S)

TOTAL TAX \$ 30.00
PREVIOUSLY PAID \$ 30.00
TOTAL DUE \$ 0.00

TANNER STEPHEN B

TANNER INDUSTRIES
TANNER STEPHEN B
735 DAVISVILLE RD 3RD FLR
SOUTHAMPTON, PA 18966-3276

2530 VULCAN RD -
U - AOPKA - 32703

Paid \$ 30.00 INT-25-01023564 09/29/2025

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2026**EXPIRES SEPTEMBER 30, 2026**

3501-0972544

3501 DISTRIBUTOR-AMMONIA CO \$30.00 1 EMPLOYEE(S)

TOTAL TAX \$ 30.00
PREVIOUSLY PAID \$ 30.00
TOTAL DUE \$ 0.00



TANNER STEPHEN B

2530 VULCAN RD -
U - AOPKA - 32703

TANNER INDUSTRIES
TANNER STEPHEN B
735 DAVISVILLE RD 3RD FLR
SOUTHAMPTON, PA 18966-3276

Paid \$ 30.00 INT-25-01023564 09/29/2025

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



July 8, 2026

To whom it may concern,

Tanner Industries, Inc. will supply you with Anhydrous Ammonia from Tanner's Apopka, FL facility. This material is NSF/ANSI/CAN 60 certified, and meets the AWWA standards.

I hope this letter will satisfy your request. We look forward to working with you as quality partners, and if you have any questions, or require further information, please contact me.

Sincerely,
TANNER INDUSTRIES, INC.,

A handwritten signature in blue ink, appearing to read 'James Klucarits', is written over a faint, larger version of the same signature.

James Klucarits
Director of Quality, Safety and Regulatory Affairs



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerInd.com

ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade		
Ammonia (NH_3) Assay	99.9965%	Minimum
Ammonia (NH_3) Assay	99.9990%	Typical
Water	33 ppm	Maximum
Water	<10 ppm	Typical
Oil	2 ppm	Maximum
Oil	1 ppm	Typical

Revision: August 01, 2009

Supersedes: June 01, 2001

Approval: QC/QA 

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES

NSF International

RECOGNIZES

TANNER INDUSTRIES, INC.
Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Accredited by the
Canadian National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (1) 760-8110.

March 13, 2002

Certificate# 01261-01

James R. Hatcher, General Manager
Water Distribution Systems



Tanner Industries, Inc.

SAFETY DATA SHEET

Section 1. Identification

Product Name: **Ammonia, Anhydrous**
Synonyms: Ammonia
CAS REGISTRY NO: 7664-41-7
Supplier: Tanner Industries, Inc.
735 Davisville Road
Southampton, PA 18966
Website: www.tannerind.com
Telephone (General): 215-322-1238
Corporate Emergency Telephone Number: 800-643-6226
24 Hour Emergency Telephone Number: Chemtrec: 800-424-9300
Recommended Use: Various Industrial / Agricultural

Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Gases Under Pressure, Flammable Gas, Acute Aquatic Toxicity

Classification: Acute Toxicity, Inhalation (Category 3)
Skin Corrosion / Irritation (Category 1B)
Serious Eye Damage / Irritation (Category 1)
Gases Under Pressure (Liquefied gas)
Flammable Gases (Category 2)

Note: (1 - Most Severe /
4 - Least Severe)

Pictogram:



Signal word: **Danger**

Hazard statements: Toxic if inhaled.
Causes severe skin burns and serious eye damage.
Corrosive to the respiratory tract.
Flammable gas.
Contains gas under pressure; may explode if heated.

Precautionary statements: Avoid breathing gas/vapors.
Use only outdoors or in well-ventilated area.
Wear protective gloves, protective clothing, eye protection, face protection.
Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.

Precautionary statements
(continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF ON SKIN: Rinse immediately with plenty of water before removing clothes. Contaminated clothing could possibly be frozen to skin. Rinse skin with water or shower (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

Wash contaminated clothing before reuse.

Store in a well-ventilated place. Keep container tightly closed. Protect from sunlight. Store locked up. Dispose of contents/container in accordance with local, regional, national, international regulations as applicable. See section 13 (Disposal Considerations).

In case of gas fire: Do not extinguish, unless leak can be stopped safely.

In case of leakage: Eliminate all ignition sources.

NFPA Rating:

Health (Blue) - 3

Flammability (Red) – 1

Instability (Yellow) – 0

Special Hazards (White) – NA



Note:

For indoor refrigeration systems/equipment the degree of flammability is 3 (refer to International Mechanical Code (IMC), Chapter 11).

NFPA Numbering System:

0 = Least Hazardous / 4 = Most Hazardous

HMIS Rating:

ANHYDROUS AMMONIA		
HEALTH	-	3
FLAMMABILITY		1
PHYSICAL HAZARD		0
PERSONAL PROTECTION		H

See note in Section 16 regarding the Hazardous Materials Identification System (HMIS).

HMIS Hazard Index:

0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

Section 3. Composition / Information on Ingredients

CHEMICAL NAME: Ammonia, Anhydrous
CAS REGISTRY NO: 7664-41-7
SYNONYMS: Ammonia
CHEMICAL FAMILY: Inorganic nitrogen compounds
COMPOSITION: 99+% Ammonia
FORMULA: NH₃

Section 4. First Aid Measures

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.

IF ON SKIN: Immediately rinse skin and contaminated clothing with plenty of water before removing clothes. Clothing that has been contacted by liquid ammonia may freeze to the skin. Thaw frozen clothing from skin before removing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.

IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. Seek medical attention.

IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

NOTE TO PHYSICIAN: Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

Section 5. Fire Fighting Measures

EXTINGUISHING MEDIA:

Water Spray, Water Fog, Dry Chemical, Carbon Dioxide (CO₂) or foam.

SPECIAL FIRE FIGHTING PROCEDURES:

Must wear protective clothing and a positive pressure SCBA.

Stop flow of gas or liquid if possible.

Approach fire upwind and evacuate area downwind if needed.

Use water spray to keep fire-exposed containers cool and control vapors.

If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer or portable container from discharging or the cylinder from rupturing. If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.

Stay upwind when containers are threatened.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil or other combustible materials are present.

Combustion may form toxic nitrogen oxides (NO_x).

Section 6. Accidental Release Measures

GENERAL:

Only properly trained and equipped persons should respond to an ammonia release.

Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.

Stop source of leak, if possible, provided it can be done in a safe manner.

Leave the area of a spill by moving laterally and upwind.

Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

SPECIFIC STEPS TO BE TAKEN:

For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Stay upwind and use water spray downwind of container to absorb the evolved gas.

Do not apply water directly to container, unless there is heat impingement, as ammonia boils at -28 °F (direct water will heat container), and more vapors will be released.

Caution: Adding water directly to liquid spills will increase volatilization of ammonia, thus increasing the possibility of exposure. Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

Section 7. Handling and Storage**SPECIAL PRECAUTIONS:**

Only trained persons should handle anhydrous ammonia. Store in well-ventilated areas, with containers tightly closed. Protect from temperatures exceeding 120 °F (48.8 °C). Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping.

OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia.

Refer to Compressed Gas Association (CGA) G-2.1 for the recommendations for the storage and handling of anhydrous ammonia.

VENTILATION:

Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

WORKPLACE PROTECTIVE EQUIPMENT:

Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

DISPOSAL:

See Section 13, Disposal Considerations. Classified as Resource Conservation and Recovery Act (RCRA) Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

Section 8. Exposure Controls / Personal Protection**EXPOSURE LIMITS FOR AMMONIA:** (Vapor)

Ammonia		
USA ACGIH	ACGIH TWA	25 ppm
USA ACGIH	ACGIH STEL	35 ppm
USA NIOSH IDLH	NIOSH IDLH	300 ppm
USA NIOSH	NIOSH REL (TWA)	18 mg/m ³ ; 25 ppm
USA NIOSH	NIOSH REL (STEL)	27 mg/m ³ ; 35 ppm
USA OSHA	OSHA PEL (TWA)	35 mg/m ³ ; 50 ppm
Alberta	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
British Columbia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Manitoba	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
New Brunswick	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Newfoundland & Labrador	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Northwest Territories	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nova Scotia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nunavut	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)

Ontario	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Prince Edward Island	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Quebec	TWAEV / STEV	25 ppm (TWAEV), 35 ppm (STEV)
Saskatchewan	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Yukon	TWA / STEL	25 ppm (TWA), 40 ppm (STEL)
Mexico	OEL TWA (mg/m ³)	18 mg/m ³
Mexico	OEL TWA (ppm)	25 ppm
Mexico	OEL STEL (mg/m ³)	27 mg/m ³
Mexico	OEL STEL (ppm)	35 ppm

PROTECTIVE EQUIPMENT:

EYE/FACE PROTECTION: Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection.

Wearing contact lenses when handling anhydrous ammonia is not recommended.

Refer to 29 CFR 1910.133 for OSHA eye protection requirements. Refer to 29 CFR 1910.132(d) for OSHA requirements for hazard assessments and equipment selection.

SKIN PROTECTION: Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading and transfers. Chemical boots can be worn as additional protection.

RESPIRATORY PROTECTION: Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI Z88.2 for OSHA respiratory protection requirements. Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

VENTILATION: Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

FOR A HAZARDOUS MATERIAL RELEASE RESPONSE: Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Section 9. Physical and Chemical Properties

Physical state.	Gas Under Pressure (Liquefied gas)
Color.	Clear colorless liquid.
Odor (includes odor threshold).	Pungent odor. Odor threshold 2 to 5 ppm.
Melting point/freezing point.	Freezing point: -107.9 °F (-77.7 °C).
Boiling point.	-28 °F (33.3 °C) at 1 Atm.
Flammability.	Liquid: Non-flammable Vapor: Flammable concentrations of vapor may accumulate in confined spaces.
Lower and upper explosion limit/flammability limit.	LEL/UEL 16% to 25% (Ammonia vapor in air) Listed in the <i>NIOSH Pocket Guide to Chemical Hazards</i> at 15% to 28%.
Flash point.	Not applicable.
Auto-ignition temperature.	1,204 °F / 651 °C, if catalyzed. 1,570 °F / 854 °C, if un-catalyzed. (Ammonia vapor)

Decomposition temperature.	Not available.
pH	Not applicable (Highly alkaline/base).
Kinematic viscosity.	0.00982 cP at 68 °F / 20 °C.
Solubility.	In water: (per 100 pounds of water): 86.9 pounds at 32 °F / 0 °C, 51 pounds at 68 °F / 20 °C.
Partition coefficient n-octanol/water (log value).	Not applicable.
Vapor pressure.	114 psig at 70 °F / 21.1 °C.
Density and/or relative density.	Liquid density: 38.00 Lb/Ft ³ at 70 °F / 21.1 °C.
Relative vapor density.	Vapor density (air = 1): 0.596 at 32 °F / 0 °C.
Particle characteristics.	Not applicable.
Evaporation Rate.	Not applicable.
Molecular Weight.	17.031 g/mol
Viscosity.	0.00982 cP at 68 °F / 20 °C.
Partition Coefficient.	Not available.
Weight per Gallon.	5.15 pounds at 60 °F / 15.5 °C.
Gas Specific Volume.	20.78 Ft ³ /Lb at 32 °F (0 °C) and 1 Atm.
Specific Gravity of liquid.	0.682 at -28 °F (-33.3 °), compared to water at 32 °F (0 °C).
Surface Tension.	23.4 Dynes / cm at 52 °F (11.1 °C).
Critical Pressure.	111.5 Atm.
Critical Temperature.	271.4 °F (133 °C).

Section 10. Stability and Reactivity

REACTIVITY:

Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

CHEMICAL STABILITY:

Stable under normal ambient conditions of temperature and pressure. Heating a closed container causes vapor pressure to increase. Will not polymerize.

POSSIBILITY OF HAZARDOUS REACTIONS:

Will react exothermically with acids and water.

CONDITIONS TO AVOID:

Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

INCOMPATIBLE MATERIALS:

Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

HAZARDOUS DECOMPOSITION PRODUCTS:

Under normal conditions of storage and use, hazardous decomposition products should not be produced. At high temperatures (e.g. above 600 °F), ammonia may disassociate generating hydrogen and nitrogen gases. Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces.

Section 11. Toxicological Information

Potential health effects:

The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid or vapor and the depth of inhalation. Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. May cause severe chemical burns to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure.

Exposure Routes:

Inhalation (vapors, gas), skin and/or eye contact (vapors, gas, liquid).

Symptoms of acute exposure:

- Inhalation:** Exposure may result in severe irritation and/or burns of the nose, throat and respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Extreme exposure may result in death from spasm, inflammation or edema. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Brief inhalation exposure to 5,000 ppm may be fatal.
- Skin:** Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce freeze burns (frostbite) and caustic burns.
- Eyes:** Vapors may cause severe irritation. Tearing, eye burns, permanent eye damage or blindness may occur. Effects of direct contact may range from irritation and lacrimation to severe injury and blindness.
- Ingestion:** Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and corrosion, severe pain of the mouth, throat, esophagus and stomach or may be fatal

Chronic Exposure: Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

Toxicity:

Ammonia (7446-41-7)	
LC50 (Inhalation) Rat	2000 ppm, 4-hour exposure.
LC50 (Inhalation) Rat	5131 mg/m ³ (7338 ppm) to 11,592 mg/m ³ (16,600 ppm), 1 hour exposure.

Not listed in the National Toxicology Program (NTP).

Not recognized by OSHA as a carcinogen.

Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).

Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

Section 12. Ecological Information

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

Toxicity:

Terrestrial plants: LOEC = 3-250 ppm NH₃.

Aquatic plants: LOEC = 0.5-500 mg NH₃-N/L.

Acute toxicity to invertebrates: 48 h LC50 = 2.94 mg un-ionized NH₃-N/L.

Chronic toxicity to invertebrates: NOEC = 0.163- 0.42 mg un-ionized NH₃/L.

Acute toxicity to fish: 96-h: LC50 = 0.09 – 3.51 mg un-ionized NH₃/L.

Chronic toxicity to fish: NOEC = 0.025-1.2 mg un-ionized NH₃/L.

Environmental Fate Information: Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

Persistence/Degradability:

Biodegradable in soil. Ozonation in the air. Soluble in water.

Bioaccumulative Potential:

Not applicable.

Mobility in Soil:

No additional information available.

Other Adverse Effects:

No additional information available.

Section 13. Disposal Considerations

Dispose of unused contents/container in accordance with local/regional/national/international regulations as applicable.

Listed as hazardous substance under the Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).

Classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002).

Comply with all regulations.

Suitably diluted product may be utilized as fertilizer on agricultural land.

For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

Section 14. Transport Information

	US DOT Classification	TDG Classification	IMDG Classification (International)
UN Number	UN 1005	UN 1005	UN 1005
UN Proper Shipping Name	Ammonia, anhydrous	Ammonia, anhydrous	Ammonia, anhydrous
Transport Hazard Class(es)	2.2	2.3 (8)	2.3 (8)
Placard(s)	 Domestic  (Only as required by 49 CFR 172.322)  International (2.3)  Special Permit Required	 or  (Refer to TDG Regulations 4.18.2)  (Only as required by TDG Regulations 4.22)	  

ENVIRONMENTAL HAZARDS:

IMDG, Known Marine Pollutant: Yes

United Nations Model Regulations, Environmentally Hazardous: Yes

US Department of Transportation (US Domestic)

PACKAGE MARKINGS:	Refer to 49 CFR 172.302, General marking requirements for bulk packagings. Refer to 49 CFR 172.301, General marking requirements for non-bulk packagings. Refer to 49 CFR 172.328, Cargo Tanks for additional marking requirements.
ADDITIONAL INFORMATION:	Marine Pollutant Requirements: Subject to the requirements of 49 CFR 172.322. The words "Inhalation Hazard" shall be entered on each shipping paper in association with the shipping description, shall be marked on each non-bulk package in association with the proper shipping name and identification number, and shall be marked on two opposing sides of each bulk package.

Section 15. Regulatory Information

Subject to the reporting requirements of Section 302, Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 pounds must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 pounds.
Listed on the US EPA Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No

Clean Air Act – Section 112(r): Listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 pounds (ammonia, anhydrous).

Anhydrous ammonia is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards (CFATS) at storage / process amounts greater than the threshold quantity of 10,000 pounds (ammonia, anhydrous).

Occupational Safety & Health Administration (OSHA): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage / process, in quantities of 10,000 pounds (ammonia, anhydrous) or greater.

Section 16. Other Information

Preparation Information: Revision Date *December 16, 2025*.
Replaces Revision Date January 19, 2023.

Revised by: HJS

HMIS Rating: The American Coatings Association's (ACA) *Hazardous Materials Identification System (HMIS®)* and corresponding *HMIS® Implementation Manual*, aid employers with the development and implementation of a comprehensive Hazard Communication Program. The program and manual address hazard assessment, labeling, Safety Data Sheets (SDS), and employee training. ACA's HMIS® hazard rating scheme is designed to be compatible with workplace labeling requirements of the U.S. Occupational Safety and Health Administration's (OSHA) revised Hazard Communication Standard (HCS). It is constructed to communicate hazard information to employees through training and the use of colors, numbers, letters of the alphabet, and symbols of types of personnel protective equipment (PPE).
HMIS® ratings are to be used with a fully implemented HMIS® program. It is the responsibility of the employer to determine the appropriate hazard classification and personnel protective equipment (PPE) code for this material.

For more information on HMIS® consult the HMIS® Implementation Manual.
HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

Acronyms:

ACGIH: American Conference of Governmental Industrial Hygienists
ANSI: American National Standards Institute
CAS: Chemical Abstracts Service
CFR: Code of Federal Regulations
DHS: Department of Homeland Security
DOT: Department of Transportation
EPA: Environmental Protection Agency
HMIS: Hazardous Materials Identification System
IARC: International Agency for Research on Cancer
IDLH: Immediately Dangerous to Life or Health
IMDG: International Maritime Dangerous Goods
NFPA: National Fire Protection Association
NIOSH: National Institute for Occupational Safety and Health
NTP: National Toxicology Program
OSHA: Occupational Safety and Health Administration
PEL: Permissible Exposure Limit
PPM: Parts Per Million
RCRA: Resource Conservation and Recovery Act
REL: Recommended Exposure Limit
SCBA: Self Contained Breathing Apparatus
STEL: Short Term Exposure Limit
TLV: Threshold Limit Value
TWA: Time Weighted Average

Disclaimer:

The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/01/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 1787 Sentry Pkwy W., Veva 16 Suite 300 Blue Bell, PA 19422	CONTACT NAME: Ruth Cocco PHONE (A/C, No, Ext): 484-754-1503 E-MAIL ADDRESS: ruth.cocco@usi.com		FAX (A/C, No): 610-537-4974
	INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company INSURER B : Ironshore Specialty Insurance Co INSURER C : Great Divide Insurance Company INSURER D : INSURER E : INSURER F :		NAIC # 17370 25445 25224
INSURED Tanner Industries, Inc. 735 Davisville Rd Southampton, PA 18966-3282			

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Products Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	GSP204364712	06/01/2026	06/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP204371512	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	X	X	FFX204371812	06/01/2026	06/01/2027	EACH OCCURRENCE \$16,000,000
B			XSCUW0030450302	06/01/2026	06/01/2027	AGGREGATE \$16,000,000	
C	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	X	N/A	WCA204371712	06/01/2026	06/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Automobile Hired Car - Physical Damage			BAP204371512	06/01/2026	06/01/2027	Comprehensive-\$100 Ded Collision - \$1,000

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

Evidence of Coverage**CERTIFICATE HOLDER**

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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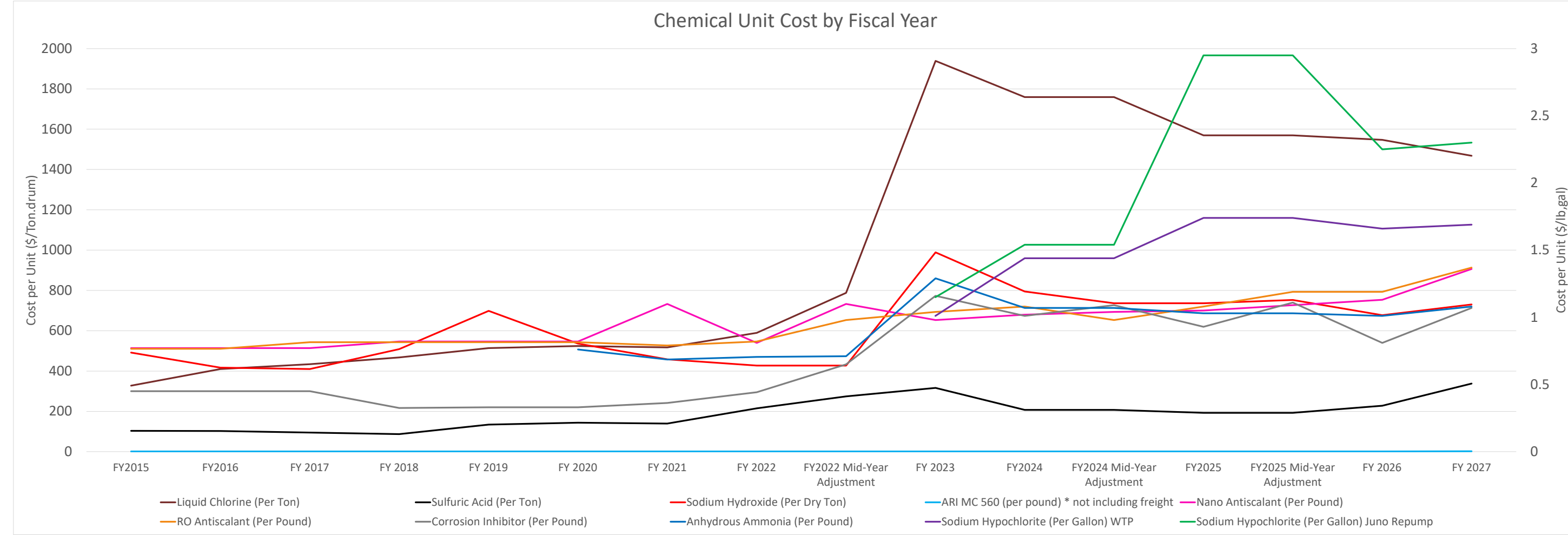


Town of Jupiter Utilities
Contract for Supplying Anhydrous Ammonia (W2706G)
June 23, 2026 11:15am Bid Opening

SUPPLIER				TANNER INDUSTRIES, INC.		AIRGAS SPECIALTY PRODUCTS, INC.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Anhydrous Ammonia Unit Price	87,311	lbs	\$1.08	\$94,295.88	\$1.10	\$96,042.10
2	Freight (F.O.B. Destination)	87,311	lbs	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/lb): (Item Nos. 1-2) =				\$1.08		\$1.10	
Total Estimated Annual Chemical Cost (F.O.B. Destination) =				\$94,295.88		\$96,042.10	

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	FY 2027	Variance FY2026 to FY2027 Bids	FY26 to FY27 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	\$1,468.00	(\$78.90)	-5.10%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$338.00	\$109.80	48.12%
Sodium Hydroxide (Per Dry Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	\$730.00	\$53.00	7.83%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	\$1.07	\$0.26	32.10%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$1.37	\$0.18	15.13%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.13	\$1.36	\$0.23	20.35%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	\$1.08	\$0.07	6.93%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	\$1.69	\$0.03	1.81%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	\$2.30	\$0.05	2.22%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.61	\$1.68	\$0.07	4.35%

Chemical Unit Cost by Fiscal Year





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Robert Rounds, Procurement Manager *Robert Rounds*
Date: July 31, 2026
Re: Procurement Review – Resolution 76-26: for the award of Contract
Tanner Industries, Inc. for supplying anhydrous ammonia (W2706G)

Upon review of W2706G to award a contract to Tanner Industries, Inc. for supplying anhydrous ammonia for a unit price of \$1.08 per pound, I have found that the procurement meets all requirements of F.S 255.20.

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.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Contract for Supplying Sodium Hypochlorite



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 77-26: Approving a contract with Allied Universal Corporation for supplying sodium hypochlorite (W2706H) for unit prices of \$1.69 and \$2.30 per gallon.

EXECUTIVE SUMMARY

Resolution 77-26 provides for award of a contract with Allied Universal Corporation (AUC) to supply sodium hypochlorite (W2706H) for a unit price of \$1.69 per gallon including freight for deliveries to Jupiter's water treatment plant and \$2.30 per gallon including freight for deliveries to the Town's ground storage and re-pumping station in Juno Beach, totaling \$533,100 for fiscal year (FY) 2027, based on estimated annual quantities. The proposed contract contains provisions for renewal of up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI).

Disinfection of drinking water is required by regulations of the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Sodium hypochlorite is one of the disinfection products used by the Town's Water Utility to comply with disinfection regulations.

An Invitation to Bid for a contract to supply sodium hypochlorite (W2706H) for the Town's water utility was publicly advertised on May 24, 2026, in accordance with the Town's Procurement Policy. On June 23, 2026, two sealed bids were received and opened publicly. The lowest bid was submitted by AUC with unit prices of \$1.69 per gallon including freight for deliveries to the water treatment plant and \$2.30 per gallon including freight for deliveries to the Town's Juno Beach Re-Pump Station. A detailed bid tabulation is attached. AUC's bid unit prices are 11% and 12% lower than the other bidder and 2% higher than the current (FY 2026) contract unit price. Historical unit pricing for chemicals used by the Town's water treatment plant is provided as an attachment for reference. AUC's bid was reviewed and found to be responsive to the bid requirements. AUC has supplied the Town's water utility with water treatment chemicals in past years and has satisfactorily fulfilled their obligations.

Funding for the proposed contract is included in the FY 2027 Water Enterprise Fund operating budget and includes a 3% contingency should the actual chemical quantity required vary from that estimated. Based on AUC's bid unit prices and projected chemical demands of 310,000 gallons for the water plant and 4,000 gallons for the Town's Juno Beach ground storage and re-pumping station, the estimated value of the initial contract term (FY 2027) is \$533,100. If approved, this contract will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget.

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

ANALYSIS

A review of AUC's bid submitted on June 23, 2026, to supply sodium hypochlorite (W2706H) to the Town of Jupiter for FY 2027, concluded that their bid is responsive to the bid requirements and suitable for award, at the bid unit price of \$1.69 per gallon including freight for deliveries to the water treatment plant and \$2.30 per gallon including freight for deliveries to the Town's Juno Beach re-pumping station. Based on projected chemical demands of 310,000 gallons for the water plant and 4,000 gallons for the Juno Beach re-pumping station, the annual cost for FY 2027 is estimated to be \$533,100. The proposed FY 2027 budget of \$549,093 includes a 3% contingency should actual consumption exceed that which has been estimated. The contract contains provisions for renewal for up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI). FY 2028 and FY 2029 funding estimates provided in the funding source table below assume a 5% budget escalation per year. Provided the contract is awarded, it will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget. Town Council's approval of this item authorizes the Mayor to sign the contract on the Town's behalf and authorizes the Town Manager to approve the contract renewals.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 77-26 and Contract
2. Winning Bid Proposal
3. Summary Sheet of Bid Tabulation
4. Historical Chemical Costs
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Amount of this Request	\$533,100	--
Future Fiscal Years	Amount	Funding Source(s)
Initial Term	\$549,093	FY 2027 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
1 st Renewal Term	\$576,548	FY 2028 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
2 nd Renewal Term	\$605,375	FY 2029 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation

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

RESOLUTION NO. 77-26

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A CONTRACT FOR
SUPPLYING SODIUM HYPOCHLORITE TO THE TOWN'S
WATER TREATMENT PLANT; PROVIDING FOR AN
EFFECTIVE DATE.**

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

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

WHEREAS, the lowest responsive bid received by the Town on June 23, 2026, for supplying sodium hypochlorite (bleach) (W2706H) was submitted by Allied Universal Corporation in an amount of \$1.69 per gallon for deliveries to the water treatment plant and \$2.30 per gallon for deliveries to the Town's Juno Beach Re-Pump Station, totaling an estimated annual value of \$533,100, based on a projected sodium hypochlorite

demand of 310,000 gallons to the water treatment plant and 4,000 gallons to the Town's Juno Beach Re-Pump Station per year; and

WHEREAS, the bid for supplying sodium hypochlorite submitted by AUC is responsive to the bid requirements and suitable for award for the initial contract term, beginning October 1, 2026 and ending September 30, 2027, with provisions for renewal and annual price adjustment by change order to the contract, subject to Town Manager approval; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2027 Operating Budget. Funds for FY2027 and future possible renewal terms will be subject to Town Council appropriation of fiscal year operating budgets.

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

Section 1. The contract between the Town of Jupiter and Allied Universal Corporation for supplying sodium hypochlorite (W2706H) to the Town's water treatment plant and the Town's Juno Beach Re-pump Station is hereby accepted in the form attached hereto as **Exhibit 1**.

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

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

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

CONTRACT BETWEEN OWNER AND SUPPLIER – REVISED BY ADDENDUM 1

This Contract made this _____ day of _____, _____ by and between the Town of Jupiter, a Florida municipal corporation (“Owner” or “Town”), and Allied Universal Corporation, 3901 NW 115th Avenue, Miami, FL 33178, a State of Florida Corporation, 59-2999718 (FEIN), (“Supplier”), in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. SUPPLIES.

- 1.1 Supplier shall furnish all of the supplies as specified or indicated in the Contract Documents. The goods and services to be furnished are generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **sodium hypochlorite (bleach)** for an initial term of one (1) calendar year beginning October 1, 2026 through September 30, 2027 in accordance with the Contract Documents, including all addenda and technical specifications (“Supplies”).

Article 2. POINT OF DELIVERY.

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

Jupiter Water Treatment Plant	and	Juno Beach Re-Pump Station
17403 S Central Boulevard		14255 US Highway 1
Jupiter, Florida 33458		Juno Beach, FL 33408

Article 3. CONTRACT TIME.

- 3.1 The Supplies are to be delivered to the point of delivery specified in Article 2 and ready for Owner’s acceptance of delivery as outlined in the Contract Documents.
- 3.2 The initial term of the Contract will be one (1) year beginning October 1, 2026, through September 30, 2027. Within one hundred twenty (120) days prior to expiration of the initial term, Owner and Supplier may agree to renew the Contract for two (2) consecutive one (1) year additional terms, for a total maximum contract duration of three (3) consecutive years, in accordance with the Town’s Procurement Policy. Renewals must be in writing by Contract Amendment and are subject to the same terms and conditions set forth in the initial Contract Documents and any subsequent written amendments to the Contract Documents. No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Supplier may elect not to renew the Contract but must provide one hundred twenty (120) days advance written notice to Owner. Owner is not obligated to renew the Contract for any additional term and may deny Supplier’s request for an additional term for any reason in its sole discretion. Regardless of anything to the contrary, this Contract may be terminated by Owner at any time and for any reason. Further, Supplier agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Upon termination for cause or convenience, Supplier acknowledges it is only entitled to recover for Supplies delivered and accepted by Owner prior to the termination date.
- 3.3 The parties agree that time is of the essence in the performance of each and every obligation required under the Contract Documents. The Contract may be changed or amended only by written amendment to the Contract, signed by both parties. However, Supplier’s failure to sign an amendment shall not prohibit Owner from signing and implementing the changes, as long the changes are supported by provisions of the Contract.

Article 4. TERMINATION.

- 4.1 Owner reserves the right to cancel the contract at any time with thirty (30) days advance written notice to Supplier. Owner shall only be obligated to pay Supplier for Supplies received and off-loaded into the Owner's allotted storage facility prior to the end of the thirty (30) day notice period.
- 4.2 If Supplier elects to cancel the Contract at any time during the Contract Term, Supplier shall provide one hundred twenty (120) days advance written notice to Owner and shall continue to supply the Supplies at the then contract unit price for the duration of the 120-day notice period, with no adjustment to unit pricing.

Article 5. CONTRACT PRICE.

- 5.1 Owner shall pay Supplier for furnishing the Supplies in accordance with the Contract Documents in current funds according to Contract unit pricing (\$/gallon), F.O.B. destination, as indicated in Supplier's sealed Bid and subsequent price adjustments in accordance with Contract provisions, documented by written amendment signed by both parties, for the term of the Contract.
- 5.2 At the time of any Contract renewal, annual adjustment of Contract unit pricing for the Supplies only shall be evaluated by Owner based on the most recent annual percentage change available on June 30th in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Chlorine, Sodium Hydroxide, and Other Alkalies, not seasonally adjusted (WPU06130302)*, obtained from the U.S. Department of Labor Bureau of Labor Statistics (BLS) Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Owner shall prepare an amendment to the Contract adjusting the Contract unit price for the Supplies for Supplier's review and signature. Annual price adjustments shall occur only at time of Contract renewal and will apply to new orders placed on or after the effective date of the executed written amendment. No adjustments outside of the annual adjustments described herein shall be allowed. Supplier's failure to sign the amendment shall not preclude the Owner from adjusting the contract unit price for chemical as described herein and making payments to Supplier at the adjusted Contract unit price. Owner may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contracts. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate the annual price adjustments.
- 5.3 The Contract unit price for freight is firm for the initial term of the Contract. and not subject to adjustment for the duration of the Contract. Supplier 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) for *Automotive Diesel Fuel (APU000074717)* 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 Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Article 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the Owner shall be made via Electronic Funds Transfer ("EFT"). Supplier shall complete a Town of Jupiter Vendor application form providing Owner with financial information required for EFT payments.
- 6.2 Supplier shall invoice the Owner within thirty (30) days of delivery of the Supplies to Owner. Invoicing shall be based on the Contract unit price at the time of delivery. Owner shall not be obligated to pay for

product delivered to the site that is found by Owner to be out of compliance with the Contract requirements and Supplies' specifications.

- 6.3 Supplier is responsible to ensure that invoices are based on the correct Contract unit price. Owner is only obligated to pay for chemical supplied, delivered, and accepted based on correct Contract unit pricing, as documented in the Contract or subsequent amendments to the Contract.

Article 7. SUPPLIER'S REPRESENTATIONS. In order to induce Owner to enter into this Contract, Supplier makes the following representations:

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

Article 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire Contract between Supplier and Owner are attached to this Contract, made a part hereof and consists of the following:
- A. Table of Contents
 - B. Invitation to Bid Advertisement
 - C. Instructions to Bidders
 - D. Bid Forms (with required supporting documentation)
 - 1. Bid Forms Cover Page
 - 2. Bid Schedule of Values
 - 3. Qualification Requirements
 - a. State of Florida Business License
 - 4. Bidder's Previous Experience and References
 - 5. Contractor E-Verify Affidavit
 - 6. Subcontractor E-Verify Affidavit
 - 7. Sworn Statement
 - 8. Bid Form Checklist
 - 9. Bid Acknowledgement
 - 10. Bid Signature Page
 - 11. Affidavit of Compliance with Chemical Specifications
 - 12. ANSI/NSF Standard 60 Drinking Water Certification
 - 13. Safety Data Sheet
 - 14. Certificate(s) of Insurance
 - E. Notice of Intent to Award
 - F. Notice of Award
 - G. Contract between Owner and Supplier
 - H. Technical Specifications and Exhibits bearing the title: Contract for Supplying Sodium Hypochlorite (Bleach) (W2706H)
 - I. Any addenda issued to the Bid Documents

- J. Any modifications, including written Contract amendments, duly delivered after execution of this Contract

Article 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 Owner and Supplier each bind itself, its partners, elected officials, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This 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 Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- A. A request to inspect or copy public records relating to a public agency's contract for goods or services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- B. If the Supplier does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.
- C. A supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- D. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- A. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all suppliers, and subcontractors performing Work, providing supplies, or providing goods or services under the Contract.
- B. Suppliers are responsible for reviewing Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- C. Supplier 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.
- D. The Supplier 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.
- E. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier's employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid 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. Supplier 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.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 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.
- B. The Supplier, by its execution of the Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Supplier is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- C. The Owner reserves the right to terminate the Contract if the Supplier 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 Supplier for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- A. Section 287.135(2), Florida Statutes, prohibits the Owner from entering in to a contract with a supplier that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- B. The Supplier, 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.
- C. The Owner reserves the right to terminate the Contract if the Supplier is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Owner, in the event of such termination, shall not incur any liability to the Supplier for any work or materials furnished.

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

SUPPLIER

Allied Universal Corporation
3901 NW 115th Avenue
Miami, FL 33178

Tim Koziatek, Vice President of Sales

(CORPORATE SEAL)

ATTEST

SIGNATURE

PRINT NAME AND POSITION

BID FORMS

Bidding Company Name: Allied Universal Corp

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

Supply the Town of Jupiter Utilities Water Treatment Plant with sodium hypochlorite (bleach) for use in the treatment of drinking water in accordance with the Bid/Contract Documents, for a period of one (1) year, beginning October 1, 2026 through September 30, 2027, with the option to renew the contract for up to two (2) individual and consecutive one (1) year terms, with annual price adjustments in accordance with Contract provisions.

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

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Bid for the unit prices stated on the Bid Schedule of Values. If awarded the Contract, the undersigned agrees to supply and deliver chemicals in accordance with the terms and conditions included in the Bid/Contract Documents and all addenda, including but not limited to honoring bid unit pricing and accepting allowable price adjustments as described therein for the full duration of the Contract. The Bid Documents and any addenda issued will form the basis of the Contract Documents.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE (BLEACH) (W2706H)
Allied Universal Corp

SUPPLIER NAME: _____

Contract Term, 1-year (October 1, 2026 – September 30, 2027)

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

1	Sodium Hypochlorite Unit Price	310,000	gal	\$ <u>1.69</u>	\$ <u>523,900.00</u>
2	Freight (F.O.B. Destination) for tanker truck deliveries >4,000-gallons	310,000	gal	\$ <u>included</u>	\$ _____

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal) = \$ 1.69

Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408					
---	--	--	--	--	--

3	Sodium Hypochlorite Unit Price	4,000	gal	\$ <u>2.30</u>	\$ <u>9,200.00</u>
4	Freight (F.O.B. Destination) for mini-bulk deliveries <500-gallons	4,000	gal	\$ <u>included</u>	\$ _____

Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal) = \$ 2.30

Total Estimated Annual Chemical Cost (F.O.B Destination) (Items 1-4) = \$ 533,100.00

Total Bid Unit Price including Freight (F.O.B. Destination) to Water Plant (\$/gal) in Words: One dollar and sixty-nine cents
~~five hundred twenty-three thousand nine hundred dollars and zero cents~~ TK

Total Bid Unit Price including Freight (F.O.B. Destination) to Juno Re-pump (\$/gal) in Words: Two dollars and thirty cents
~~nine thousand two hundred dollars and zero cents~~ TK

Total Estimated Annual Chemical Cost (F.O.B. Destination) based on 314,000 gallons in Words: _____
 Five hundred thirty-three thousand one hundred dollars and zero cents

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with the sealed Bid.)

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

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

1. State the numbers of years your organization has been doing business in the State of Florida and provide a copy of the company's current and valid Business License: 71 years

2. Has Bidder ever failed to fulfill its contractual obligations satisfactorily under a previous contract for the Owner or other entity? If so, provide explanation.

Yes, City of Stuart. See attached.

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

3901 nw 115th ave Miami FL 33178

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

Dan De Beau Branch Manager

5. Provide the company name and contact information of the Bidder's subcontractor to be used for chemical transportation, hauling and delivery, if applicable. The Subcontractor E-Verify Affidavit, provided in the Bid Forms, shall be submitted with supporting documentation for each subcontractor. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

N/A

6. Bidder shall demonstrate its ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL contracts awarded within the last three (3) years that were terminated or cancelled before the end of the Contract Term and explain the reason for early cancellation. Attach additional pages as needed: No contracts have been terminated in the past 5 years

CONTRACT NAME: See attached.

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

REASON FOR EARLY CANCELLATION/TERMINATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

7. List ALL contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

No litigation related to contracts for bidder's goods or services

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

8. 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.
9. Only bidders who are deemed qualified, at Owner's sole discretion, will be considered for Contract award. Failure to provide previous experience and qualification information as requested in the Bid Documents, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder, may result in bid disqualification.

NOTE:

- a. Bidder shall complete and submit with the sealed Bid, Bidder's Previous Experience & References forms provided on the following pages documenting previous experience and references of the chemical supplier for at least three (3) contracts similar in scope and value from the previous three (3) years. All information requested on the following forms shall be provided in sufficient detail for Owner to perform a comprehensive review of previous experience and references.
- b. In order to be deemed acceptable for the purpose of determining Bidder qualification, similar contracts shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers for the Owner.

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BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of Boynton Beach 124 E. Woolbright Rd. Boynton Beach, Florida 33435

OWNER CONTACT NAME AND PHONE NUMBER: Bryan Heller, MPA 561-742-6420

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 535 K

CONTRACT VALUE: \$ 800 K

CONTRACT START AND COMPLETION DATES: 12/3/2025 - 11/29/2027

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

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: Village of Palm Springs

OWNER CONTACT NAME AND PHONE NUMBER: David Burgin (561) 584-8200, 8718

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 225 K

CONTRACT VALUE: \$ 400 K

CONTRACT START AND COMPLETION DATES: 11/1/2021 - 7/20/2026

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

ADDITIONAL INFORMATION: _____

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES

(3) NAME & LOCATION OF CONTRACT: Southern Region Water Reclamation Facility

OWNER CONTACT NAME AND PHONE NUMBER: Nigel Roman 561-381-5300/ 561-5943459

Sodium Hypochlorite
NAME OF CHEMICAL SUPPLIED: _____

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 500 K

CONTRACT VALUE: \$ 888K

CONTRACT START AND COMPLETION DATES: 12/3/2025 - 12/29/2027

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

ADDITIONAL INFORMATION: _____

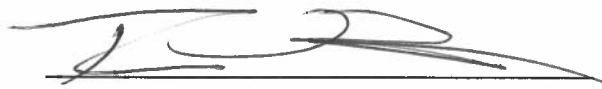
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CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



Print Name: Tim Koziatek

Date: VP of Sales

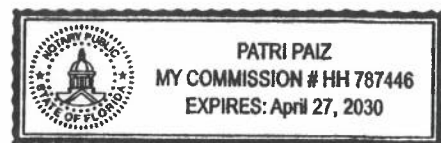
STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 6/16/26 (date) by Tim Koziatek (name of officer or agent, title of officer or agent) of Allied Universal Corp (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires: April 27, 2030

****we do not use subcontractors****

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

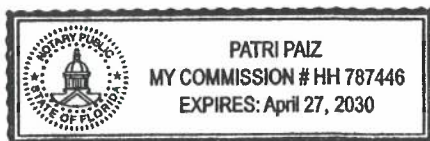

Print Name: Tim Koziatsek
Date: 6/22/2026

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 6/16/2026 (date) by Tim Koziatsek (name of officer or agent, title of officer or agent) of Allied Universal Corp (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Patri Paiz
Name typed, printed or stamped

My Commission Expires: April 27, 2030

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 the Town of Jupiter
[print name of the public entity]

by Tim Koziatek - VP of Sales
[print individual's name and title]

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

whose business address is 3901 nw 115th ave Miami FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is:
592999718

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

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

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

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

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

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

[attach a copy of the final order]

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


[signature]

Sworn to and subscribed before me this 16 day of June, 2026

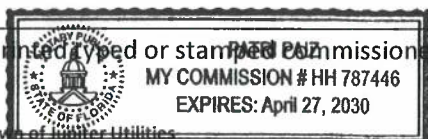
Tim Koziatsek

Personally known _____

OR Produced identification _____ Notary Public – State of FL

My commission expires April 27, 2030

(Printed typed or stamped name of notary public)



Town of Winter Utilities
Contract for Supplying Sodium Hypochlorite (Bleach) (W2706H)

Page 25

BID FORM CHECKLIST
CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE (BLEACH) (W2706H)

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
TK	1	Bid Forms Cover Page
TK	2	Bid Schedule of Values
TK	3	Qualification Requirements form
TK	3a	State of Florida Business License
TK	4	Bidder's Previous Experience & References (minimum of 3 over the last 3 years)
TK	5	Contractor E-Verify Affidavit with supporting documentation
TK	6	Subcontractor E-Verify Affidavit with supporting documentation for each subcontractor
TK	7	Sworn Statement
TK	8	Bid Form Checklist
TK	9	Bid Acknowledgement
TK	10	Bid Signature Page
TK	11	Affidavit of Compliance with Chemical Specifications
TK	12	ANSI/NSF Standard 60 Drinking Water Certification
TK	13	Safety Data Sheet
TK	14	Certificate(s) of Insurance

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, whichever one is received first.

JK (Initials)

The undersigned understands and accepts that the initial term of the Contract commences on October 1, 2026 and continues for one (1) year, expiring September 30, 2027. The Contract contains provisions for renewal of up to two (2) additional 1-year terms beginning October 1, 2027, with annual unit price adjustments for the chemical only at time of renewal. JK (Initials)

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid. JK (Initials)

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

The undersigned understands and accepts that if a contract is awarded, Owner will issue a Purchase Order (PO) to Supplier when the Contract commences and at the beginning of each fiscal year thereafter. The value of each PO will be based on the Contract unit price, (\$ per gallon) including freight (F.O.B. destination), at the time the PO is issued and the estimated quantity of chemical for the fiscal year or applicable portion of the fiscal year. Payment to the Supplier will be based on the actual quantity of chemical meeting the Contract specifications and safely delivered and conveyed to Owner's facilities and the Contract unit pricing as indicated on the bid form or as adjusted by Contract amendment in accordance with Contract provisions. JK (Initials)

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 Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the Contract justifying its termination. JK (Initials)

The undersigned understands that time is of the essence and that deliveries of chemical to Owner shall be handled with urgency as may be needed for the public health and safety of Owner's water supply. JK (Initials)

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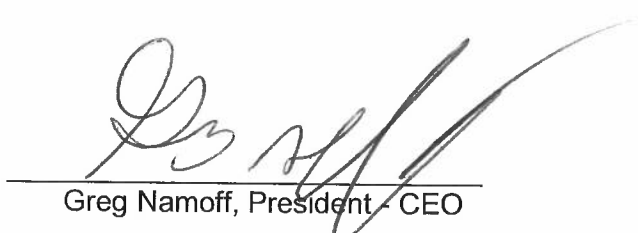
RESOLVED that Tim Koziatek, VP of Sales for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to the Town of Jupiter .

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

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 10th day of June 2025.

(Seal of Corporation)



Greg Namoff, President - CEO

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

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

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

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

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

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

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



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

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to the Town of Jupiter will comply with the AWWA Standards B300-18 and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

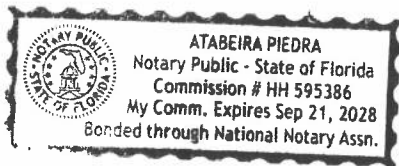
Sworn to (or affirmed) and Subscribed before me.

By means of ☒ physical presence ☐ online notarization.
or This 29th day of June, 2026

By: _____

Tim Koziatek
Vice President of Sales

(Notary Seal)



Signature of Notary Public.

Atabeira Piedra
Print or Type Name of Notary

Personally Known ☒
Or Produced Identification ☐

Type of Identification Produced

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

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

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

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

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

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

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



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, June 9, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

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

[Company Name=Allied+Universal+Corporation&Chemical Name=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&)

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

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

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

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Miami, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Palmetto, FL

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Brunswick, GA**Sodium Hypochlorite[HY]**

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Ellisville, MS**Sodium Hypochlorite[HY]**

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Allied Universal Corporation

3901 Northwest 115 Avenue

Miami, FL 33178

United States

305-888-2623

[Visit this company's website](#)

<http://www.allieduniversal.com>

Facility : # 3 USA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2

Number of matching Products is 48

Processing time was 0 seconds

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-004		
Synonyms	Aqua Guard Chlorinating Sanitizer * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo EPA Registered Pesticide 33458-23 (EUP, Aqua Guard Chlorinating Sanitizer), 33458-22 (EUP, Aqua Guard Bleach), 33458-24 (MUP, Aqua Guard Sodium Hypochlorite 12.5%) and 33458-25 (MUP, Aqua Guard Sodium Hypochlorite 10.5%)		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original packaging. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

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

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

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

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Particle characteristics	Not applicable
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

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Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

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

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

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

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

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

14. Transport information

DOT	
UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLTUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 100 lbs / 45.4 kg
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241
IATA	
UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

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IMDG

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)

Class 8

Subsidiary risk -

Packing group III

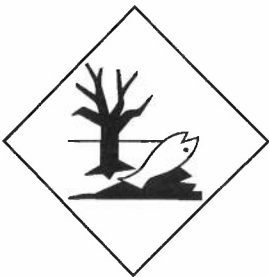
Environmental hazards

Marine pollutant Yes

EmS F-A, S-B

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

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

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**Hazard categories**

Corrosive to metals
Skin corrosion
Eye damage
Specific target organ toxicity -single exposure

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

Yes

SARA 313 (TRI reporting)

Not regulated.

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

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

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

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

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

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

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

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

International Inventories

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

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

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

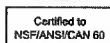
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Revision date 02-04-2025

HMIS H: 3 F: 0 R: 1

NFPA H: 3 F: 0 R: 1



List of abbreviations

Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
SARA: Superfund Amendments and Reauthorization Act
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values TWA: Time Weighted Average

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

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process. This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Disclaimer

Bibliography

Canadian Centre for Occupational Health and Safety, CCHInfoWeb Databases
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System,
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal

Material name: Sodium Hypochlorite, 10-15% Solution

AUC-004 Version #: 04 Issue date: 03-15-2015 Revision date: 02-04-2025

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

EXPERIENCE & AFFILIATES

June 2026

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

There are presently 7 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; Palmetto, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL and Dothan, AL. We have serviced Utilities and Municipalities, in 22 states, for over 70 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

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

The Ft. Pierce, FL facility is located at 9501 Rangeline Road, FL 34987. With normal delivery lead time of 3 work days. Contact name for all deliveries is Dennis McNair phone number 772-464-6195 Ext. 0602, e-mail ftpiercedispatch@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Dan DeBeau Branch Manager 772.242.9727 x 0601. C: 309.213.4936 and Billy Roy Region 1. Operations Manager, work (941) 803-4457, C: (813) 405-9086.

If you have any questions or concerns on any of this information, please contact Tim Koziatsek VP of Sales, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623; E-Mail, Bids@Allieuniversal.com

Allied Universal Corporation

Tim Koziatsek
VP of Sales

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

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

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

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

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

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

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

Company ID Number: 122833

Information Required for the E-Verify Program

Information relating to your Company:

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

Company ID Number: 122833

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

AL	1
FL	5
GA	1
MS	1

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION SERVICES UNLIMITED, INC. is a corporation organized under the laws of the State of Florida, filed on August 13, 1996.

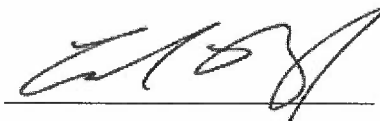
The document number of this corporation is P96000068212.

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 13, 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 Thirteenth day of January,
2026*




Secretary of State

Tracking Number: 1361635859CC

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

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



2025 - 2026

St. Lucie County Local Business Tax Receipt

P.O. Box 308, Fort Pierce, FL 34954

tcslc.com

Facilities or machines #

Rooms #

Seats #

Employees #1

Receipt #1015813

Type of business 7299 MISC/PUBLIC SERVICE (Wastewater
Storage & Disposal)

Expires SEPTEMBER 30, 2026

DBA name

Business: Allied New Technologies, Inc

Mailing address: ATTN:JIM PALMER

Allied New Technologies Inc

3901 NW 115th Ave

Miami, FL 33178

Business location: 821 S Kings Highway

Fort Pierce, FL 34945

GOOD FOR THIS LOCATION ONLY

RENEWAL

Original tax: \$15.10

St Lucie County

P06000024501

Penalty:

Collection cost:

Total: \$15.10

Paid 07/15/2025 15.10

0012-20250715-018812

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

ATTN:JIM PALMER
Allied New Technologies Inc
3901 NW 115th Ave
Miami, FL 33178

000734

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP

3901 NW 115TH AVE

DORAL FL 33178-1859

RECEIPT NO.

RENEWAL

4711819



**EXPIRES
SEPTEMBER 30, 2026**

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

OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED
BY TAX COLLECTOR

\$135.00 07/14/2025

FPPD19-25-006080

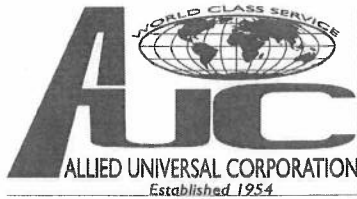
Employee(s) 30



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

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

For more information, visit mdctaxcollector.gov



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

EARLY TERMINATIONS

June 2026

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


Tim Koziatek
VP of Sales
/cm


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

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

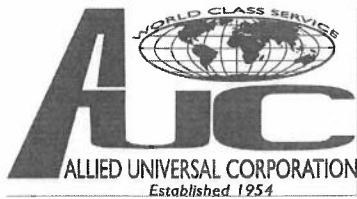
9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

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

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

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

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



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

June 2026

The following bleach bid was cancelled early.

City of Stuart (September 2010)

Very truly yours,

Allied Universal Corporation


Tim Koziatek
VP of Sales

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

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

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

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Ellisville, MS 39437
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204 SCM Road
Brunswick, GA 31525
AUC **Brunswick** - 912-267-9470

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

City of Stuart Chain of Events

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

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

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

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

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

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

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

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



ALLIUNI-01

GYOON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			GLP202370318	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Retro Date Applies		MED EXP (Any one person) \$ 25,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						EBL AGGREGATE \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			BAP202370418	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	☒ UMBRELLA LIAB ☐ OCCUR			FFX202370618	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 9,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$				
	☐ DED ☐ RETENTION \$		Aggregate \$ 9,000,000				
			PER STATUTE ☐ OTH-ER ☐				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Poll Liab Claim Made			SSP202370518	8/31/2025	8/31/2026	Each Poll Condition 1,000,000
A	Pollution Liability			SSP202370518	8/31/2025	8/31/2026	Total Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2025

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.

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PRODUCER
Ivy Risk Strategies, LLC
501 E Las Olas Blvd. Ste 300
Fort Lauderdale FL 33301

CONTACT

NAME:

PHONE
(A/C, No, Ext): 754-247-3000FAX
(A/C, No):E-MAIL
ADDRESS: lisa@ivyrisk.com

INSURER(S) AFFORDING COVERAGE

NAIC #

License#: L114976

ALLIUNI-01

INSURED
Allied Universal Corporation
3901 NW 115th Ave
Doral FL 33178-1859

INSURER A : AIG

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 1642923260**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						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			039-32-6857	6/30/2025	6/30/2026	X PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Contract for Sodium Hypochlorite (Bleach) W2405H)

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter
210 Military Trail
Jupiter FL 33458

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

AUTHORIZED REPRESENTATIVE

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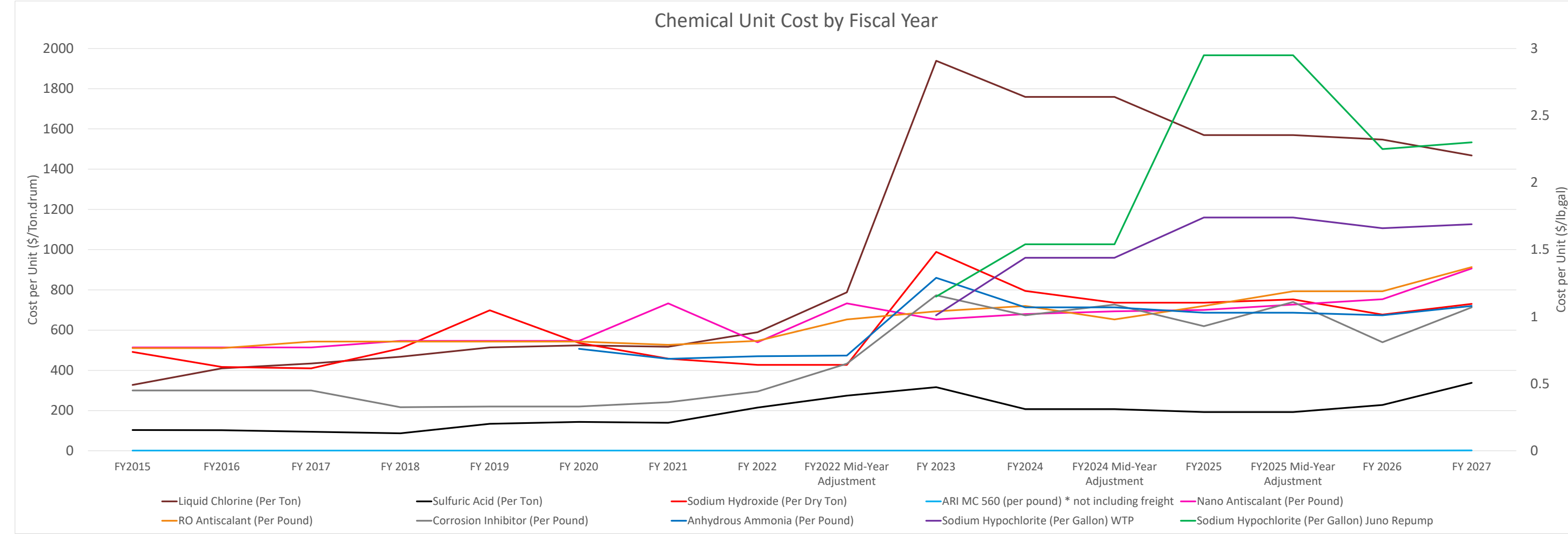


Town of Jupiter Utilities
Contract for Supplying Sodium Hypochlorite (Bleach) (W2706H)

June 23, 2026 11:17am Bid Opening

SUPPLIER				ALLIED UNIVERSAL CORPORATION		ODYSSEY MANUFACTURING COMPANY	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458							
1	Sodium Hypochlorite Unit Price	310,000	gal	\$1.69	\$523,900.00	\$1.79	\$554,900.00
2	Freight (F.O.B. Destination) for tanker truck deliveries >4,000-gallons	310,000	gal	\$0.00	\$0.00	\$0.10	\$31,000.00
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal): (Item Nos. 1-2) =				\$1.69		\$1.89	
Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408							
3	Sodium Hypochlorite Unit Price	4,000	gal	\$2.30	\$9,200.00	\$2.40	\$9,600.00
4	Freight (F.O.B. Destination) for mini-bulk deliveries <500-gallons	4,000	gal	\$0.00	\$0.00	\$0.20	\$800.00
Total Bid Unit Price including Freight (F.O.B. Destination) (\$/gal): (Item Nos. 3-4) =				\$2.30		\$2.60	
Total Estimated Annual Chemical Cost (F.O.B. Destination): (Item Nos. 1-4) =					\$533,100.00		\$596,300.00

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	FY 2027	Variance FY2026 to FY2027 Bids	FY26 to FY27 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	\$1,468.00	(\$78.90)	-5.10%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$338.00	\$109.80	48.12%
Sodium Hydroxide (Per Dry Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	\$730.00	\$53.00	7.83%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	\$1.07	\$0.26	32.10%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$1.37	\$0.18	15.13%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.13	\$1.36	\$0.23	20.35%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	\$1.08	\$0.07	6.93%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	\$1.69	\$0.03	1.81%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	\$2.30	\$0.05	2.22%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.61	\$1.68	\$0.07	4.35%





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Robert Rounds, Procurement Manager *Robert Rounds*

Date: July 31, 2026

Re: Procurement Review – Resolution 77-26: for the award of Contract with Allied Universal Corporation for supplying sodium hypochlorite (bleach) (W2706H)

Upon review of W2706H to award a contract to Allied Universal Corporation for supplying sodium hypochlorite (bleach) for a unit price of \$1.69 per gallon, I have found that the procurement meets all requirements of F.S 255.20.

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.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Contract for Supplying RO & NF Antiscalants



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 78-26: Approving a contract (W2706I) with American Water Chemicals to supply RO antiscalant for a unit price of \$1.37 per pound and NF antiscalant for a unit price of \$1.36 per pound.

EXECUTIVE SUMMARY

Resolution 78-26 provides for award of a contract (W2706I) with Amaya Solutions, Inc. (d.b.a. American Water Chemicals "AWC") to supply reverse osmosis (RO) antiscalant for a unit price of \$1.37 per pound and nanofiltration (NF) antiscalant for a unit price of \$1.36 per pound, including freight, to Jupiter's water treatment plant, totaling \$115,317 for fiscal year (FY) 2027, based on estimated annual quantities. The proposed contract contains provisions for renewal of up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI).

The use of antiscalant as a pretreatment chemical is an industry standard practice that provides for stabilization of feedwater to membrane systems to prevent scaling and fouling of membrane surfaces. This pretreatment practice is necessary and promotes membrane longevity, water quality consistency and treatment reliability.

An Invitation to Bid for a contract to supply RO and NF antiscalant (W2706I) to Jupiter's water treatment plant was publicly advertised on May 24, 2026, in accordance with the Town's Procurement Policy. On June 23, 2026, two sealed bids were received and opened publicly. The lowest total responsive bid was submitted by AWC with unit prices of \$1.37 per pound for RO antiscalant and \$1.36 per pound for NF antiscalant, both including freight. A detailed bid tabulation is attached. Quantities on the bid tab were provided by the bidders based on the proposed dosage rates submitted in their sealed bids. Dosage rates are dependent on the proprietary chemical formulations. Quantities on the bid form are used for bid comparison purposes and actual quantities will differ based on raw water quality and production demands. Based on the estimated quantities and unit prices submitted in the two bids received, AWC's bid pricing is 27% lower for RO antiscalant and 49% lower for NF antiscalant. Compared to current (FY 2026) contract unit pricing, AWC's antiscalant unit prices have increased 15% and 20% for RO and NF, respectively. Historical unit pricing for chemicals used by the Town's water treatment plant is provided as an attachment for reference. AWC's bid was reviewed and found to be responsive to the bid requirements. AWC has supplied the Town's water plant with water treatment chemicals in past years and satisfactorily fulfilled their contractual obligations.

Funding for the proposed contract is included in the FY 2027 Water Utility operating budget, and includes a 3% contingency should the actual chemical quantity required vary from that estimated based on historical use. Based on AWC's bid unit prices and quantities projected for FY 2027, the total value of AWC's initial 1-year contract term is estimated to be \$115,317. If

approved, the proposed contract will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget.

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

ANALYSIS

A review of AWC's bid submitted on June 23, 2026, to supply RO and NF antiscalant (W2706I) to the Town of Jupiter's water treatment plant for FY 2027, concluded that their bid is responsive to the bid requirements and suitable for award, at the bid unit prices of \$1.37 per pound for RO antiscalant and \$1.36 per pound for NF antiscalant, including freight. Based on the proposed dosages and estimated quantities in AWC's bid, the annual cost for FY 2027 is estimated to be \$115,317. The proposed FY 2027 budget of \$118,777 includes a 3% contingency should actual consumption exceed that which has been estimated. The proposed contract contains provisions for renewal for up to two individual and consecutive 1-year terms with unit price adjustment based on the U.S. Department of Labor's Bureau of Labor Statistics Producer Price Index (PPI). FY 2028 and FY 2029 funding estimates provided in the funding source table below assume a 5% budget escalation per year. Provided the contract is awarded, it will commence on October 1, 2026, subject to adoption of the Town's FY 2027 operating budget. Town Council's approval of this item authorizes the Mayor to sign the contract on the Town's behalf and authorizes the Town Manager to approve the contract renewals.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 78-26 and Contract
2. Winning Bid Proposal
3. Summary Sheet of Bid Tabulation
4. Historical Chemical Costs
5. Procurement Review Memo

FUNDING SOURCE

Current Fiscal Year	Amount	Funding Source(s)
Amount of this Request	\$115,317	--
Future Fiscal Years	Amount	Funding Source(s)
Initial Term	\$118,777	FY 2027 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
1 st Renewal Term	\$124,716	FY 2028 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation

2 nd Renewal Term	\$130,952	FY 2029 Operating Budget – Water Plant Chemical Accounts, Subject to Appropriation
------------------------------	-----------	---

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

RESOLUTION NO. 78-26

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A CONTRACT FOR
SUPPLYING RO & NF ANTISCALANT TO THE TOWN'S
WATER TREATMENT PLANT; PROVIDING FOR AN
EFFECTIVE DATE.**

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

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

WHEREAS, the lowest responsive bid received by the Town on June 23, 2026, for supplying RO and NF antiscalant (W2706I) was submitted by Amaya Solutions, Inc. (d.b.a. American Water Chemicals "AWC") for a unit price of \$1.37 per pound for reverse osmosis (RO) antiscalant and \$1.36 per pound for nanofiltration (NF) antiscalant, totaling an estimated annual value of \$115,317, based on projected antiscalant demand and dosages; and

WHEREAS, the bid for supplying RO and NF antiscalant (W2706I) submitted by AWC is responsive to the bid requirements and suitable for award for the initial contract term, beginning October 1, 2026, and ending September 30, 2027, with provisions for renewal and annual price adjustment by change order to the contract, subject to Town Manager approval; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2027 Operating Budget. Funds for FY2027 and future possible renewal terms will be subject to Town Council appropriation of fiscal year operating budgets.

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 AWC for supplying RO and NF antiscalant (W2706I) to the Town's water treatment plant is hereby accepted in the form attached hereto as **Exhibit 1**.

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, AWC will be responsible for carrying out all responsibilities which have been established therein.

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

CONTRACT BETWEEN OWNER AND SUPPLIER – REVISED BY ADDENDUM 1

This Contract made this _____ day of _____, _____ by and between the Town of Jupiter, a Florida municipal corporation (“Owner” or “Town”), and Amaya Solutions, Inc. (d.b.a. American Water Chemicals), 1802 Corporate Center Lane, Plant City, FL 33563, a State of Delaware Corporation, 84-4097612 (FEIN), (“Supplier”), in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. SUPPLIES.

- 1.1 Supplier shall furnish all of the supplies as specified or indicated in the Contract Documents. The goods and services to be furnished are generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with **reverse osmosis (RO) and nanofiltration (NF) antiscalant** for an initial term of one (1) calendar year beginning October 1, 2026 through September 30, 2027 in accordance with the Contract Documents, including all addenda and technical specifications (“Supplies”).

Article 2. POINT OF DELIVERY.

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

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

Article 3. CONTRACT TIME.

- 3.1 The Supplies are to be delivered to the point of delivery specified in Article 2 and ready for Owner’s acceptance of delivery as outlined in the Contract Documents.
- 3.2 The initial term of the Contract will be one (1) year beginning October 1, 2026, through September 30, 2027. Within one hundred twenty (120) days prior to expiration of the initial term, Owner and Supplier may agree to renew the Contract for two (2) consecutive one (1) year additional terms, for a total maximum contract duration of three (3) consecutive years, in accordance with the Town’s Procurement Policy. Renewals must be in writing signed by both parties and by Contract Amendment and are subject to the same terms and conditions set forth in the initial Contract Documents and any subsequent written amendments to the Contract Documents. No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Supplier may elect not to renew the Contract but must provide one hundred twenty (120) days advance written notice to Owner. Owner is not obligated to renew the Contract for any additional term and may deny Supplier’s request for an additional term for any reason in its sole discretion. Regardless of anything to the contrary, this Contract may be terminated by Owner at any time and for any reason. Further, Supplier agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Upon termination for cause or convenience, Supplier acknowledges it is only entitled to recover for Supplies delivered and accepted by Owner prior to the termination date.
- 3.3 The parties agree that time is of the essence in the performance of each and every obligation required under the Contract Documents. The Contract may be changed or amended only by written amendment to the Contract, signed by both parties. However, Supplier’s failure to sign an amendment shall not prohibit Owner from signing and implementing the changes, as long the changes are supported by provisions of the Contract.

Article 4. TERMINATION.

- 4.1 Owner reserves the right to cancel the contract at any time with thirty (30) days advance written notice to Supplier. Owner shall only be obligated to pay Supplier for Supplies received and off-loaded into the Owner's allotted storage facility prior to the end of the thirty (30) day notice period.
- 4.2 If Supplier elects to cancel the Contract at any time during the Contract Term, Supplier shall provide one hundred twenty (120) days advance written notice to Owner and shall continue to supply the Supplies at the then contract unit price for the duration of the 120-day notice period, with no adjustment to unit pricing.

Article 5. CONTRACT PRICE.

- 5.1 Owner shall pay Supplier for furnishing the Supplies in accordance with the Contract Documents in current funds according to Contract unit pricing (\$/pound), F.O.B. destination, as indicated in Supplier's sealed Bid and subsequent price adjustments in accordance with Contract provisions, documented by written amendment signed by both parties, for the term of the Contract.
- 5.2 At the time of any Contract renewal, annual adjustment of Contract unit pricing for RO antiscalant shall be evaluated by Owner based on the most recent annual percentage change available on June 30th in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Water Treatment Compounds, not seasonally adjusted (WPU06790961)*. Annual adjustment of Contract unit pricing for NF antiscalant shall be evaluated by Owner based on the most recent annual percentage change available on June 30th in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Phosphates, not seasonally adjusted (WPU065202)*. This information shall be obtained from the U.S. Department of Labor Bureau of Labor Statistics (BLS) Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Owner shall prepare an amendment to the Contract adjusting the Contract unit price for the Supplies for Supplier's review and signature. Annual price adjustments shall occur only at time of Contract renewal and will apply to new orders placed on or after the effective date of the executed written amendment. No adjustments outside of the annual adjustments described herein shall be allowed. Supplier's failure to sign the amendment shall not preclude the Owner from adjusting the contract unit price for chemical as described herein and making payments to Supplier at the adjusted Contract unit price. Owner may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contracts. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate the annual price adjustments.
- 5.3 The Contract unit price for freight is firm for the initial term of the Contract. and not subject to adjustment for the duration of the Contract. Supplier 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) for *Automotive Diesel Fuel (APU000074717)* 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 Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Article 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the Owner shall be made via Electronic Funds Transfer ("EFT"). Supplier shall complete a Town of Jupiter Vendor application form providing Owner with financial information required for EFT payments.

- 6.2 Supplier shall invoice the Owner within thirty (30) days of delivery of the Supplies to Owner. Invoicing shall be based on the Contract unit price at the time of delivery. Owner shall not be obligated to pay for product delivered to the site that is found by Owner to be out of compliance with the Contract requirements and Supplies' specifications.
- 6.3 Supplier is responsible to ensure that invoices are based on the correct Contract unit price. Owner is only obligated to pay for chemical supplied, delivered, and accepted based on correct Contract unit pricing, as documented in the Contract or subsequent amendments to the Contract.

Article 7. SUPPLIER'S REPRESENTATIONS. In order to induce Owner to enter into this Contract, Supplier makes the following representations:

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

Article 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire Contract between Supplier and Owner are attached to this Contract, made a part hereof and consists of the following:
- A. Table of Contents
 - B. Invitation to Bid Advertisement
 - C. Instructions to Bidders
 - D. Bid Forms (with required supporting documentation)
 - 1. Bid Forms Cover Page
 - 2. Bid Schedule of Values
 - 3. Qualification Requirements
 - a. State of Florida Business License
 - 4. Bidder's Previous Experience and References for RO Antiscalant contracts
 - a. Bidder's Previous Experience and References for NF Antiscalant contracts
 - 5. Contractor E-Verify Affidavit
 - 6. Subcontractor E-Verify Affidavit
 - 7. Sworn Statement
 - 8. Bid Form Checklist
 - 9. Bid Acknowledgement
 - 10. Bid Signature Page
 - 11. Certification Submittals required by Technical Specifications
 - 12. Certificate(s) of Insurance
 - E. Notice of Intent to Award
 - F. Notice of Award
 - G. Contract between Owner and Supplier
 - H. Technical Specifications and Exhibits bearing the title: Contract for Supplying RO & NF Antiscalant (W2706I)

- I. Any addenda issued to the Bid Documents
- J. Any modifications, including written Contract amendments, duly delivered after execution of this Contract

Article 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 Owner and Supplier each bind itself, its partners, elected officials, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This 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 Supplier acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - A. A request to inspect or copy public records relating to a public agency's contract for goods or services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Supplier of the request, and the Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - B. If the Supplier does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.
 - C. A supplier who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - D. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- A. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all suppliers, and subcontractors performing Work, providing supplies, or providing goods or services under the Contract.
- B. Suppliers are responsible for reviewing Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- C. Supplier 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.
- D. The Supplier 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.
- E. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Supplier shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Supplier's employees hired on and after January 1, 2021.
 - (i) Supplier must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Supplier (refer to Bid 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. Supplier 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.

9.6 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 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.
- B. The Supplier, by its execution of the Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Supplier is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- C. The Owner reserves the right to terminate the Contract if the Supplier 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 Supplier for any work or materials furnished.

9.7 SCRUTINIZED COMPANIES LIST

- A. Section 287.135(2), Florida Statutes, prohibits the Owner from entering in to a contract with a supplier that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473,

Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

- B. The Supplier, 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.
- C. The Owner reserves the right to terminate the Contract if the Supplier is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Owner, in the event of such termination, shall not incur any liability to the Supplier for any work or materials furnished.

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

OWNER

SUPPLIER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Amaya Solutions, Inc. (dba American Water Chemicals)
1802 Corporate Center Lane
Plant City, FL 33563

By:

Jim Kuretski, Mayor

Ryan Greiner, Chief Financial Officer

(TOWN SEAL)

(CORPORATE SEAL)

ATTEST

ATTEST

Merriane Lahmeur, Town Clerk

SIGNATURE

PRINT NAME AND POSITION

**Proposal For the
Town Clerk, Town of Jupiter
210 Military Trail, Jupiter, FL 33458
Email: chrisM@jupiter.fl.us**

Chemical Bid for: RO & NF Antiscalant (W2706I)

BY

**Amaya Solutions, Inc. dba American Water Chemicals
1802 Corporate Center Lane Plant City, FL 33563 USA
Attn: Inside Sales
Tel: 813.246.5448
Email: Insidesales@membranechemicals.com**

**Bid Opening Date:
June 23 2026 at 11:00AM EST**

**** Sealed bids will only be accepted at the Town Clerk's
Department, 210 Military Trail, Jupiter, Florida 33458****

SUBMITTALS

BID FORMS

BID SCHEDULE OF VALUES

QUALIFICATION REQUIREMENTS FORM

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES (RO & NF)

CONTRACTOR E-VERIFY AFFIDAVIT

SWORN STATEMENT

BID FORM CHECKLIST

BID ACKNOWLEDGEMENT

BID SIGNATURE PAGE

PRODUCT SPECIFICATIONS

AWC A-102 PLUS	Safety Data Sheet
AWC A-102 PLUS	Product Specification (CofA)
AWC A-111 PLUS	Safety Data Sheet
AWC A-111 PLUS	Product Specification (CofA)
AWC A-111 PLUS	Phosphate Content

REQUESTED DOCUMENTATION

AWC A-102 PLUS & A-111 PLUS Aquatic Toxicity Data
AWC A-102 PLUS & A-111 PLUS Certificate of Shelf-Life
AWC A-102 PLUS & A-111 PLUS Membrane Compatibility Certification
NSF Listings
Certificate of Insurance
Corporate Entity Listing
State of Florida Business License

Section B: Technical and Certification Submittals

Florida References
Phosphate Content
Certificate of Compliance
Technical Service 24-hour Guarantee

AOC TEST DATA

PROTON SIMULATIONS

RO & NF at a 1:4 Blend
RO & NF at a 1:6 Blend
Nano Plant – Conservative Dosage
Nano Plant – Minimum Dosage
RO Plant – Conservative Dosage
RO Plant – Minimum Dosage

ADDENDUM NO. 1

BID FORMS

Bidding Company Name:Amaya Solutions, Inc. dba American Water Chemicals

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

Supply the Town of Jupiter Utilities Water Treatment Plant with reverse osmosis (RO) and nanofiltration (NF) antiscalant for use in the treatment of drinking water in accordance with the Bid/Contract Documents, for a period of one (1) year, beginning October 1, 2026 through September 30, 2027, with the option to renew the contract for up to two (2) individual and consecutive one (1) year terms, with annual price adjustments in accordance with Contract provisions.

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

The undersigned further declares that Supplier proposes to furnish the item(s) called for within the specified time in this Bid for the unit prices stated on the Bid Schedule of Values. If awarded the Contract, the undersigned agrees to supply and deliver chemicals in accordance with the terms and conditions included in the Bid/Contract Documents and all addenda, including but not limited to honoring bid unit pricing and accepting allowable price adjustments as described therein for the full duration of the Contract. The Bid Documents and any addenda issued will form the basis of the Contract Documents.

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BID SCHEDULE OF VALUES
CONTRACT FOR SUPPLYING RO & NF ANTISCALANT (W2706I)

SUPPLIER NAME: Amaya Solutions, Inc. dba American Water Chemicals

***Estimated Annual Quantity Calculations:**

RO Est. Annual Quantity = (3,071 MG Est. Annual RO Feed Flow X 8.34 lb/gal) X Proposed Dosage

NF Est. Annual Quantity = (3,515 MG Est. Annual NF Feed Flow X 8.34 lb/gal) X Proposed Dosage

Contract Term, 1-year (October 1, 2026 – September 30, 2027)

ITEM NO.	ITEM DESCRIPTION	DOSAGE RATE (PPM)	ESTIMATED ANNUAL QUANTITY*	UNIT	UNIT PRICE (\$/lb)	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Plant, 17403 S Central Boulevard, Jupiter, FL 33458						
A. Reverse Osmosis (RO) Antiscalant						
1	RO Antiscalant Unit Price AWC A-111 Plus Conservative Dosage	1.10 ppm	28,173.35	lbs	\$ 1.31	\$ 36,907.09
2	Freight (F.O.B. Destination)		28,173.35	lbs	\$ 0.06	\$ 1,690.40
Total Bid Unit Price F.O.B. (\$/lb) for RO Antiscalant (Item Nos. 1-2) =					\$ 1.37	\$ 38,597.49
B. Nanofiltration (NF) Antiscalant						
3	NF Antiscalant Unit Price AWC A-102 Plus Conservative Dosage	0.70 ppm	20,520.57	lbs	\$ 1.30	\$ 26,676.74
4	Freight (F.O.B Destination)		20,520.57	lbs	\$ 0.06	\$ 1,231.23
Total Bid Unit Price F.O.B. (\$/lb) for NF Antiscalant (Item Nos. 3-4) =					\$ 1.36	\$ 27,907.98

Total Bid Unit Price F.O.B. (\$/lb) for RO & NF Antiscalant (Item Nos. 1-4) = \$ 2.73

Total Estimated Annual Chemical Cost F.O.B. for 48,693.92 lbs (Item Nos. 1-4) = \$ 66,505.47

Total Bid Unit Price F.O.B. (\$/lb) for RO Antiscalant (Item Nos. 1-2) in Words: One dollar and thirty-seven cents ^{cc}

~~Thirty-eight thousand five hundred ninety-seven dollars and forty-nine cents~~

Total Bid Unit Price F.O.B. (\$/lb) for NF Antiscalant (Item Nos. 3-4) in Words: One dollar and thirty-six cents ^{cc}

~~Twenty-seven thousand nine hundred seven dollars and ninety-eight cents~~

^{cc} **Estimated Annual Chemical Cost**

Total Bid Unit Price F.O.B. (\$/lb) for RO & NF Antiscalant (Item Nos. 1-4) in Words: _____

Sixty-six thousand five hundred five dollars and forty-seven cents.

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with the sealed Bid.)

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

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

1. State the numbers of years your organization has been doing business in the State of Florida and provide a copy of the company's current and valid Business License: 30
2. Has Bidder ever failed to fulfill its contractual obligations satisfactorily under a previous contract for the Owner or other entity? If so, provide explanation.

None

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

1802 Corporate Center Lane Plant City, FL 33563 USA

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

Beatriz Colacioppo

5. Provide the company name and contact information of the Bidder's subcontractor to be used for chemical transportation, hauling and delivery, if applicable. The Subcontractor E-Verify Affidavit, provided in the Bid Forms, shall be submitted with supporting documentation for each subcontractor. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform".

Self- Perform: SAIA Transport for packaged shipments and Grammer Logistics for bulk shipments.

6. Bidder shall demonstrate its ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL contracts awarded within the last three (3) years that were terminated or cancelled before the end of the Contract Term and explain the reason for early cancellation. Attach additional pages as needed:

CONTRACT NAME: No Terminations.

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

REASON FOR EARLY CANCELLATION/TERMINATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

7. List ALL contracts within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: No Litigations.

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

8. 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.
9. Only bidders who are deemed qualified, at Owner's sole discretion, will be considered for Contract award. Failure to provide previous experience and qualification information as requested in the Bid Documents, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder, may result in bid disqualification.

NOTE:

- a. Bidder shall complete and submit with the sealed Bid, Bidder's Previous Experience & References forms provided on the following pages documenting previous experience and references of the chemical supplier for at least three (3) contracts similar in scope and value from the previous three (3) years for each RO antiscalant and NF Antiscalant. All information requested on the following forms shall be provided in sufficient detail for Owner to perform a comprehensive review of previous experience and references. Refer to details in Technical Specifications Section B. Submittals for both RO and NF reference requirements. Copy the forms and attach additional pages as needed.
- b. In order to be deemed acceptable for the purpose of determining Bidder qualification, similar contracts shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers for the Owner.

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**BIDDER'S PREVIOUS EXPERIENCE & REFERENCES
FOR RO ANTISCALANT**

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of Cape Coral

OWNER CONTACT NAME AND PHONE NUMBER: Gustave Dowd - (239)242-3411

TYPE OF MEMBRANE PLANT AND RATED CAPACITY: 2 Separate RO Plants (30 MGD Combined Capacity)

ORIGIN OF FEEDWATER SOURCE: Groundwater (Brackish)

FEEDWATER QUALITY: 7.40 pH

TDS: 3086.15 mg/L

CALCIUM: 142.86 mg/L

CHLORIDES: 1545.42 mg/L

SULFATE: 279.40 mg/L

ALKALINITY: 129.02 mg/L

NAME OF CHEMICAL SUPPLIED: AWC A-111 Plus

ANNUAL QUANTITY OF ANTISCALANT SUPPLIED: 115,000 lb DOSAGE (mg/L): 3.00

ANNUAL CONTRACT VALUE: \$158,000

CONTRACT START AND COMPLETION DATES: 2022 - Present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): CONTRACT IS ACTIVE

ADDITIONAL INFORMATION: Supplying Antiscalant to Cape Coral interruptly since 2007 - New Contract
every 3 years.

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PROCEED TO NEXT SECTION

**BIDDER'S PREVIOUS EXPERIENCE & REFERENCES
FOR RO ANTISCALANT**

(2) NAME & LOCATION OF CONTRACT: Bonita Springs Utilities

OWNER CONTACT NAME AND PHONE NUMBER: Andy Koebel - (239)390-4820

TYPE OF MEMBRANE PLANT AND RATED CAPACITY: Reverse Osmosis Plant (21 MGD Total Capacity)

ORIGIN OF FEEDWATER SOURCE: Groundwater (Brackish)

FEEDWATER QUALITY: 7.41 pH

TDS: 4318.58 mg/L

CALCIUM: 143.10 mg/L

CHLORIDES: 1892.00 mg/L

SULFATE: 692.30 mg/L

ALKALINITY: 166.96 mg/L

NAME OF CHEMICAL SUPPLIED: AWC A-111 Plus

ANNUAL QUANTITY OF ANTISCALANT SUPPLIED: 25,000 lb DOSAGE (mg/L): 2.00

ANNUAL CONTRACT VALUE: \$35,000

CONTRACT START AND COMPLETION DATES: 2021 - Present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

ADDITIONAL INFORMATION: _____

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PROCEED TO NEXT SECTION

**BIDDER'S PREVIOUS EXPERIENCE & REFERENCES
FOR RO ANTISCALANT**

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

OWNER CONTACT NAME AND PHONE NUMBER: David Phares - (321)255-4622

TYPE OF MEMBRANE PLANT AND RATED CAPACITY: Reverse Osmosis Plant (5 MGD Total Capacity)

ORIGIN OF FEEDWATER SOURCE: Groundwater (Brackish)

FEEDWATER QUALITY: 7.30 pH

TDS: 1972.23 mg/L

CALCIUM: 156.86 mg/L

CHLORIDES: 938.50 mg/L

SULFATE: 198.48 mg/L

ALKALINITY: 118.73 mg/L

NAME OF CHEMICAL SUPPLIED: AWC A-111 Plus

ANNUAL QUANTITY OF ANTISCALANT SUPPLIED: 20,000 lb DOSAGE (mg/L): 1.20

ANNUAL CONTRACT VALUE: \$28,000

CONTRACT START AND COMPLETION DATES: 2020 - Present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN):

ADDITIONAL INFORMATION: Supplying Antiscalant since 2015

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PROCEED TO NEXT SECTION

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES
FOR NF ANTISCALANT

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Seacoast Utilities

OWNER CONTACT NAME AND PHONE NUMBER: Keith Haas - (813)765-6888

TYPE OF MEMBRANE PLANT AND RATED CAPACITY: Nano Plant (30.5 MGD Total Capacity)

ORIGIN OF FEEDWATER SOURCE: Groundwater (Brackish)

FEEDWATER QUALITY: 7.02 pH

TDS: 592.60 mg/L

CALCIUM: 116.34 mg/L

FE: 0.03 (Ferrous) mg/L

CARBON AS TOC: 12.73 mg/L

SILICA: 12.35 mg/L

BICARBONATE: 268.21 mg/L

NAME OF CHEMICAL SUPPLIED: AWC A-102 Plus

ANNUAL QUANTITY OF ANTISCALANT SUPPLIED: 205,000 lb DOSAGE (mg/L): 2.50

ANNUAL CONTRACT VALUE: \$279,000

CONTRACT START AND COMPLETION DATES: 2022 - Present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN):

ADDITIONAL INFORMATION: Supplying Antiscalant to Seacoast Utilities since 2013.

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PROCEED TO NEXT SECTION

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES
FOR NF ANTISCALANT

(2) NAME & LOCATION OF CONTRACT: City of Miramar - West WTP

OWNER CONTACT NAME AND PHONE NUMBER: Francois Domond - (954)883-6813

TYPE OF MEMBRANE PLANT AND RATED CAPACITY: East & West Nano Plants (19 MGD Total Capacity)

ORIGIN OF FEEDWATER SOURCE: Groundwater Brackish

FEEDWATER QUALITY: 7.17 pH

TDS: 440.0 mg/L

CALCIUM: 86.90 mg/L

FE: 0.98 mg/L

CARBON AS TOC: 8.21 mg/L

SILICA: 8.18 mg/L

BICARBONATE: 208.58 mg/L

NAME OF CHEMICAL SUPPLIED: AWC A-102 Plus

ANNUAL QUANTITY OF ANTISCALANT SUPPLIED: 170,000 lb DOSAGE (mg/L): East 4.50
West 3.70

ANNUAL CONTRACT VALUE: \$232,000

CONTRACT START AND COMPLETION DATES: 2022 - Present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN):

ADDITIONAL INFORMATION: Supplying Antiscalant to The City of Miramar since 2012.

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PROCEED TO NEXT SECTION

BIDDER'S PREVIOUS EXPERIENCE & REFERENCES
FOR NF ANTISCALANT

(3) NAME & LOCATION OF CONTRACT: Village of Wellington

OWNER CONTACT NAME AND PHONE NUMBER: Karla Berroteran - (561)753-2465

TYPE OF MEMBRANE PLANT AND RATED CAPACITY: Nano Plant (8 MGD Total Capacity)

ORIGIN OF FEEDWATER SOURCE: Groundwater (Brackish)

FEEDWATER QUALITY: 7.03 pH

TDS: 996.0 mg/L

CALCIUM: 127.80 mg/L

FE: 0.00 mg/L

CARBON AS TOC: 11.75 mg/L

SILICA: 14.34 mg/L

BICARBONATE: 317.10 mg/L

NAME OF CHEMICAL SUPPLIED: AWC A-102 Plus

ANNUAL QUANTITY OF ANTISCALANT SUPPLIED: 60,000 lb DOSAGE (mg/L): 3.60

ANNUAL CONTRACT VALUE: \$82,000

CONTRACT START AND COMPLETION DATES: 2022 - Present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN):

ADDITIONAL INFORMATION:

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PROCEED TO NEXT SECTION

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Amaya Solutions, Inc. dba American Water Chemicals [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 Amaya Solutions, Inc. dba American Water Chemicals [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



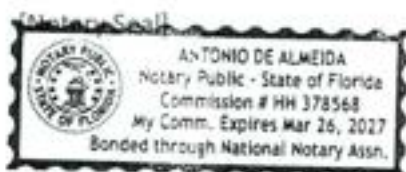
Print Name: Ryan Greiner

Date: 06/17/2026

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 06/17/26 (date) by Ryan Greiner (name of officer or agent, title of officer or agent) of Amaya Solutions, Inc. (name of contractor company acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



Notary Public

Antonio de Almeida

Name typed, printed or stamped

My Commission Expires: March 26, 2027



Company ID Number: 2646609

Approved by:

Employer Amaya Solutions, Inc.	
Name (Please Type or Print) Elizabeth Green	Title
Signature Electronically Signed	Date 03/13/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/13/2025



Company ID Number: 2646609

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Amaya Solutions, Inc.
Company Facility Address	1802 Corporate Center Ln Plant City, FL 33563
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	844097612
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 2646609

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

FL	1
----	---



Company ID Number: 2646609

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Elizabeth Green
Phone Number	8137723251
Fax	
Email	bareen@membranechemicals.com

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 Utilities
[print name of the public entity]

by Ryan Greiner, Chief Financial Officer
[print individual's name and title]

for Amaya Solutions, Inc. dba American Water Chemicals
[print name of entity submitting sworn statement]

whose business address is 1802 Corporate Center Lane Plant City, FL 33563 USA

and (if applicable) its Federal Employer Identification Number (FEIN) is:
84-4097612

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

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

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

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

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

[attach a copy of the final order]

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


[signature]

Sworn to and subscribed before me this 18 day of June, 2026

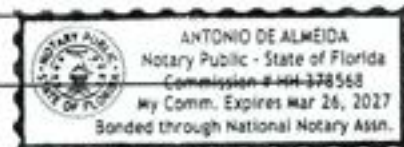
Personally known ☒

OR Produced identification ☐ Notary Public – State of Florida

My commission expires March 26, 2027

Antonio de Almeida

(Printed typed or stamped commissioned name notary public)



BID FORM CHECKLIST
CONTRACT FOR SUPPLYING RO & NF ANTISCALANT (W2706I)

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
✓ <i>jt</i>	1	Bid Forms Cover Page
✓ <i>jt</i>	2	Bid Schedule of Values
✓ <i>jt</i>	3	Qualification Requirements form
✓ <i>jt</i>	3a	State of Florida Business License
✓ <i>jt</i>	4	Bidder's Previous Experience & References (minimum of 3 over the last 3 years for RO antiscalant)
✓ <i>jt</i>	4a	Bidder's Previous Experience & References (minimum of 3 over the last 3 years for NF antiscalant)
✓ <i>jt</i>	5	Contractor E-Verify Affidavit with supporting documentation
N/A	6	Subcontractor E-Verify Affidavit with supporting documentation for each subcontractor
✓ <i>jt</i>	7	Sworn Statement
✓ <i>jt</i>	8	Bid Form Checklist
✓ <i>jt</i>	9	Bid Acknowledgement
✓ <i>jt</i>	10	Bid Signature Page
✓ <i>jt</i>	11	Certification Submittals required by Section B of the Technical Specifications for each chemical
✓ <i>jt</i>	12	Certificate(s) of Insurance

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, whichever one is received first.

PMB (Initials)

The undersigned understands and accepts that the initial term of the Contract commences on October 1, 2026 and continues for one (1) year, expiring September 30, 2027. The Contract contains provisions for renewal of up to two (2) additional 1-year terms beginning October 1, 2027, with annual unit price adjustments for the chemical only at time of renewal. PMB (Initials)

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 PMB (insert number) Addenda for this Bid. PMB (Initials)

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

The undersigned understands and accepts that if a contract is awarded, Owner will issue a Purchase Order (PO) to Supplier when the Contract commences and at the beginning of each fiscal year thereafter. The value of each PO will be based on the Contract unit price for each chemical, (\$ per pound) including freight (F.O.B. destination), at the time the PO is issued and the estimated quantity of chemical for the fiscal year or applicable portion of the fiscal year. Payment to the Supplier will be based on the actual quantity of chemical meeting the Contract specifications and safely delivered and conveyed to Owner's facilities and the Contract unit pricing as indicated on the bid form or as adjusted by Contract amendment in accordance with Contract provisions. PMB (Initials)

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 Supplier and its subcontractors, if any. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the Contract justifying its termination. PMB (Initials)

The undersigned understands that time is of the essence and that deliveries of chemical to Owner shall be handled with urgency as may be needed for the public health and safety of Owner's water supply. PMB (Initials)

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PROCEED TO NEXT SECTION

BID SIGNATURE PAGE

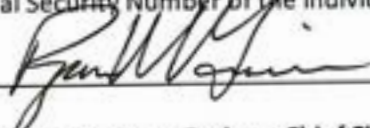
The undersigned states that this Bid is the only bid for this ITB in which he is interested and certifies that all of the information provided in this Bid is true and correct.

SUBMITTAL DATE 06/22/2026

FIRM NAME Amaya Solutions, Inc. dba American Water Chemicals

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 84-4097612

(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 Ryan Greiner, Chief Financial Officer

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL rgreiner@membranechemicals.com

BUSINESS ADDRESS 1802 Corporate Center Lane Plant City, FL 33563 USA

BUSINESS TELEPHONE (813) 246-5448

STATE OF INCORPORATION Delaware

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

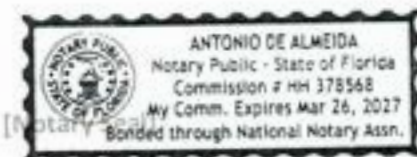
Mohannad Almalki, CEO and Technical Director Tel:813-246-5448, momalki@membranechemicals.com

Ryan Greiner, Chief Financial Officer, Tel: 813-460-3842, rgreiner@membranechemicals.com

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

Mohannad Almalki, CEO and Technical Director Tel:813-246-5448, momalki@membranechemicals.com

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 18 day of June, 2026 by Ryan Greiner of Amaya Solutions, Inc., who ☒ is personally known to me or ☐ has produced _____ as identification and who did (did not) take an oath.




NOTARY PUBLIC

PRODUCT SPECIFICATIONS

ADVANTAGES

- Phosphorous-free antiscalant designed to inhibit inorganic scale formation in membrane separation processes
- Inhibits calcium carbonate scale up to a Calcium Carbonate Nucleation Index (CCNI) of 2.0
- Controls calcium carbonate, calcium sulfate, barium and strontium sulfates, as well as silica scales in waters with a high fouling potential
- Approved for use by all major membrane manufacturers
- Environmentally compatible, especially where discharge of waste into the environment is a concern
- Certified by NSF to NSF/ANSI/CAN Standard 60
- Halal and Kosher Certified

TYPICAL PROPERTIES

Appearance	Colorless to light yellow liquid
Odor	Characteristic
Solubility in water	Complete

PACKAGING

5 gallon pails, 55 gallon non-returnable plastic drums, 275 gallon totes and bulk shipments

CERTIFICATIONS



AWC® A-111 Plus

Reverse Osmosis Membrane Antiscalant

SAFETY & HANDLING

Store in a cool, dry place. In accordance with good safety practice, handle with care and avoid contact with eyes and prolonged or repeated contact with skin. For more information, see the Safety Data Sheet provided with this product.

CHEMICAL FEEDING AND CONTROL

Injection:

AWC A-111 Plus should be injected continuously into the RO feedwater line, always downstream of multimedia filters, and preferably downstream of the cartridge filters in the presence of a static mixer. In the absence of a static mixer, dosing upstream of the cartridge filters will serve as a substitute to improve mixing.

Dosing:

The dosage required to inhibit scale formation will typically be in the range of 1- 5 ppm, depending on feed water quality and system operating parameters. Dosage can be determined using Proton® membrane antiscalant projection software, or can be provided by an AWC technical representative.

Dilution:

AWC A-111 Plus is designed to be fed neat. However, if the minimum output of the dosing pump exceeds the required dosage, then dilution will be necessary. For product dilution, **always use water that is free of any detectable hardness** – deionized water or RO permeate are preferred due to their higher purity, but softened water is also acceptable.

This product contains a preservative to prevent biological growth in the feed tank. Dilution in excess of 10X will impact the potency of the preservative. If dilution beyond 10X is unavoidable, it is recommended to replace the diluted product frequently, preferably every 7 – 10 days.





AWC® A-111 PLUS

SECTION 1: IDENTIFICATION

- 1.1 Product identifier:** AWC® A-111 PLUS
Other means of identification:
Not relevant
- 1.2 Recommended use of the chemical and restrictions on use:**
Relevant uses (Professional users): Scale inhibitor
Relevant uses (Industrial user): Scale inhibitor
For Professional users/Industrial user only.
Uses advised against: All uses not specified in this section or in section 7.3
- 1.3 Name, U.S. address, and U.S. telephone number of the chemical manufacturer, importer, or other responsible party:**
American Water Chemicals
1802 Corporate Center Ln
33563 Plant City - FL - USA
Phone: (813) 246-5448 - Fax: (813) 623-6678
www.membranechemicals.com
- 1.4 Emergency phone number:** In the US: 1-800-255-3924
International: +1 813 248 0585

SECTION 2: HAZARD(S) IDENTIFICATION

- 2.1 Classification of the substance or mixture:**
29 CFR 1910.1200:
While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.
- 2.2 Label elements:**
29 CFR 1910.1200:
None
- 2.3 Hazards not otherwise classified (HNOC):**
Not relevant

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

- 3.1 Substances:**
Not relevant
- 3.2 Mixtures:**
Chemical description: Aqueous solution of organic acids
Components:
According to APPENDIX D TO §1910.1200- Composition/information on ingredients, none of the substances which are classified as health hazards are present above their cut-off/concentration limits

SECTION 4: FIRST-AID MEASURES

- 4.1 Description of necessary measures:**
Consult a doctor in case of discomfort with this Safety data Sheet.
By inhalation:
In case of symptoms, move the person affected into fresh air.
By skin contact:

- CONTINUED ON NEXT PAGE -



AWC® A-111 PLUS

SECTION 4: FIRST-AID MEASURES (continued)

In case of contact it is recommended to clean the affected area thoroughly with water and neutral soap. In case of changes to the skin (stinging, redness, rashes, blisters,...), seek medical advice with this Safety Data Sheet

By eye contact:

Rinse with water until the product has been eliminated. In case of problems, consult a doctor with the SDS of this product.

By ingestion/aspiration:

In case of consumption in large quantities, it is recommended to seek medical assistance.

4.2 Most important symptoms/effects, acute and delayed:

Acute and delayed effects are indicated in sections 2 and 11.

4.3 Indication of immediate medical attention and special treatment needed, if necessary:

Not relevant

SECTION 5: FIRE-FIGHTING MEASURES

5.1 Suitable (and unsuitable) extinguishing media:

Suitable extinguishing media:

Product is non-flammable under normal conditions of storage, handling and use. In the case of combustion as a result of improper handling, storage or use preferably use polyvalent powder extinguishers (ABC powder), in accordance with the Regulation on fire protection systems.

Unsuitable extinguishing media:

Non-applicable

5.2 Specific hazards arising from the chemical:

Due to its non-flammable nature, the product does not present a fire risk under normal conditions of storage, manipulation and use.

5.3 Special protective equipment and precautions for fire-fighters:

Depending on the magnitude of the fire it may be necessary to use full protective clothing and Self Contained Breathing Apparatus. Minimum emergency facilities and equipment should be available (fire blankets, portable first aid kit,...)

Additional provisions:

As in any fire, prevent human exposure to fire, smoke, fumes or products of combustion. Only properly trained personnel should be involved in firefighting. Evacuate nonessential personnel from the fire area. Destroy any source of ignition. In case of fire, refrigerate the storage containers and tanks for products susceptible to inflammation. Avoid spillage of the products used to extinguish the fire into an aqueous medium.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures:

For non-emergency personnel:

Isolate leaks provided that there is no additional risk for the people performing this task.

For emergency responders:

Wear protective equipment. Keep unprotected persons away. See section 8.

6.2 Environmental precautions:

This product is not classified as hazardous to the environment. Keep product away from drains, surface and underground water.

6.3 Methods and materials for containment and cleaning up:

For accidental releases in excess of reportable quantities (RQ) (Table 302.4), refer to 40 CFR 302 for detailed instructions concerning reporting requirements and notify the National Response Center (800) 424-8802.

- CONTINUED ON NEXT PAGE -



AWC® A-111 PLUS

SECTION 6: ACCIDENTAL RELEASE MEASURES (continued)

Prevent the entrance of product in drains, sewers or watercourses. Absorb the spill using sand or inert absorbent and move it to a safe place. Do not absorb in sawdust or other combustible absorbents. Collect the product in appropriate containers and manage it according to current legislation.

Spillages in water or sea:

Small spillages:

Contain spillage using barriers or similar equipment. Use suitable absorbents for collection and treat the waste in accordance with current regulations.

Large spillages:

If possible, contain spillage in open water using barriers or similar equipment. If this is not possible, try to control its spread and collect the product with suitable mechanical means. Always consult experts before using dispersants and make sure you have the necessary approvals if they are to be used. Treat the waste according to current regulations.

6.4 Reference to other sections:

See sections 8 and 13.

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for safe handling:

A.- General precautions for safe use

Comply with the current legislation concerning the prevention of industrial risks with regards manually handling weights.
Maintain order, cleanliness and dispose of using safe methods (section 6).

B.- Technical recommendations for the prevention of fires and explosions

It is recommended to transfer at a slow speed to avoid the creation of electrostatic charges that could affect flammable products.
Consult section 10 for conditions and materials that should be avoided.

C.- Technical recommendations on general occupational hygiene

Do not eat or drink during the process, washing hands afterwards with suitable cleaning products.

D.- Technical recommendations to prevent environmental risks

It is not necessary to take special measures to prevent environmental risks. For more information see subsection 6.2

7.2 Conditions for safe storage, including any incompatibilities:

A.- Specific storage requirements

Minimum Temp.: 33.8 °F

Maximum Temp.: 120.2 °F

Maximum time: 24 Months

B.- General conditions for storage

Avoid sources of heat, radiation, static electricity and contact with food. For additional information see subsection 10.5

Other information:

Maximum shelf life is 2 years assuming storage in climate controlled conditions in a sealed container and away from sunlight. Temperatures > 25°C will significantly shorten shelf life. Exposure to direct sunlight will result in loss of product efficacy. Exposure of product to the surrounding environment by keeping in an open tank exposes it to contamination from particulates and fungal spores that could deteriorate product quality.

7.3 Specific end use(s):

Except for the instructions already specified it is not necessary to provide any special recommendation regarding the uses of this product.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control parameters:

Substances whose occupational exposure limits have to be assessed in the workplace:

There are no applicable occupational exposure limits for the substances contained in the product

- CONTINUED ON NEXT PAGE -

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION (continued)

8.2 Appropriate engineering controls:

A.- Individual protection measures, such as personal protective equipment

As a preventative measure it is recommended to use basic Personal Protection Equipment. For more information on Personal Protection Equipment (storage, use, cleaning, maintenance, class of protection,...) consult the information leaflet provided by the manufacturer. For more information see subsection 7.1. All information contained herein is a recommendation, the information on clothing performance must be combined with professional judgment, and a clear understanding of the clothing application, to provide the best protection to the worker. All chemical protective clothing use must be based on a hazard assessment to determine the risks for exposure to chemicals and other hazards. Conduct hazard assessments in accordance with 29 CFR 1910.132.

B.- Respiratory protection

If the working conditions and/or safety measures adopted do not allow keeping the airborne concentration of the product below the exposure limits (if any) or at acceptable levels (if no exposure limits exist), suitable respiratory protection equipment chosen by a qualified professional should be used.

C.- Specific protection for the hands

Pictogram	PPE	Remarks
 Mandatory hand protection	Protective gloves against minor risks	Replace gloves in case of any sign of damage. For prolonged periods of exposure to the product for professional /industrial users, we recommend using chemical protection gloves. Use gloves in accordance with manufacturer's use limitations and OSHA standard 1910.138 (29CFR)

As the product is a mixture of several substances, the resistance of the glove material can not be calculated in advance with total reliability and has therefore to be checked prior to the application.

D.- Eye and face protection

Pictogram	PPE	Remarks
 Mandatory face protection	Panoramic glasses against splash/projections.	Clean daily and disinfect periodically according to the manufacturer's instructions. Use if there is a risk of splashing. Use this PPE in accordance with manufacturer's use limitations and OSHA standard 1910.133 (29CFR)

E.- Bodily protection

Pictogram	PPE	Remarks
	Work clothing	Replace before any evidence of deterioration.
	Anti-slip work shoes	Replace before any evidence of deterioration.

F.- Additional emergency measures

It is advised to implement additional emergency equipments in workplaces that are particularly exposed to the product or in situations where risk assessments highlight the necessity of such equipments.

It is not necessary to take additional emergency measures.

Environmental exposure controls:

To comply with environmental protection regulations, it is recommended to prevent any spillage of the product and its container. For more detailed information, please refer to subsection 7.1.D.

40 CFR Part 59 (VOC):

V.O.C.(weight-percent): 0 % weight

V.O.C. at 68 °F: 0 kg/m³ (0 g/L)

California Air Resources Board (CARB) - VOC Regulatory:

- CONTINUED ON NEXT PAGE -

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION (continued)

V.O.C.(weight-percent):	0 % weight
V.O.C. at 68 °F:	0 kg/m ³ (0 g/L)
South Coast Air Quality Management District (AQMD) - VOC Regulatory:	
V.O.C.(weight-percent):	0 % weight
V.O.C. at 68 °F:	0 kg/m ³ (0 g/L)
Ozone Transport Commission (OTC) Rules - VOC Regulatory:	
V.O.C.(weight-percent):	0 % weight
V.O.C. at 68 °F:	0 kg/m ³ (0 g/L)

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties:

For complete information see the product datasheet.

Appearance:	
Physical state at 68 °F:	Liquid
Appearance:	Colorless
Color:	Not relevant *
Odor:	Characteristic
Volatility:	
Boiling point at atmospheric pressure:	212 °F
Vapour pressure at 68 °F:	2350 Pa
Vapour pressure at 122 °F:	12381.01 Pa (12.38 kPa)
Evaporation rate at 68 °F:	Not relevant *
Product description:	
Density at 68 °F:	Not relevant *
Relative density at 68 °F:	1 - 1.2
Dynamic viscosity at 68 °F:	Not relevant *
Kinematic viscosity at 68 °F:	Not relevant *
Kinematic viscosity at 104 °F:	Not relevant *
Concentration:	Not relevant *
pH:	3 - 5
Relative vapour density at 68 °F:	Not relevant *
Partition coefficient n-octanol/water 68 °F:	Not relevant *
Solubility in water at 68 °F:	Not relevant *
Solubility properties:	Completely miscible
Decomposition temperature:	Not relevant *
Melting point/freezing point:	Not relevant *
Flammability:	
Flash Point:	Non Flammable (>199.4 °F)
Flammability (solid, gas):	Not relevant *
Autoignition temperature:	1472 °F
Lower flammability limit:	Not relevant *
Upper flammability limit:	Not relevant *
Particle characteristics:	
Median equivalent diameter:	Not relevant *

*Not relevant due to the nature of the product, not providing information property of its hazards.

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SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES (continued)

9.2 Other information:

Information with regard to physical hazard classes:

Explosive properties:	Not relevant *
Oxidising properties:	Not relevant *
Corrosive to metals:	Not relevant *
Heat of combustion:	Not relevant *
Aerosols-total percentage (by mass) of flammable components:	Not relevant *
Other safety characteristics:	
Surface tension at 68 °F:	Not relevant *
Refraction index:	Not relevant *
MIR (Maximum Incremental Reactivity):	Not relevant *

*Not relevant due to the nature of the product, not providing information property of its hazards.

SECTION 10: STABILITY AND REACTIVITY

10.1 Reactivity:

No hazardous reactions are expected because the product is stable under recommended storage conditions. See section 7 from Safety Data Sheet.

10.2 Chemical stability:

Chemically stable under the indicated conditions of storage, handling and use.

10.3 Possibility of hazardous reactions:

Under the specified conditions, hazardous reactions that lead to excessive temperatures or pressure are not expected.

10.4 Conditions to avoid:

Applicable for handling and storage at room temperature:

Shock and friction	Contact with air	Increase in temperature	Sunlight	Humidity
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

10.5 Incompatible materials:

Acids	Water	Oxidising materials	Combustible materials	Others
Avoid strong acids	Not applicable	Not applicable	Not applicable	Avoid alkalis or strong bases

10.6 Hazardous decomposition products:

See subsection 10.3, 10.4 and 10.5 to find out the specific decomposition products. Depending on the decomposition conditions, complex mixtures of chemical substances can be released: carbon dioxide (CO₂), carbon monoxide and other organic compounds.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects:

LD50 oral > 5000 mg/kg (rat)

Dangerous health implications:

In case of exposure that is repetitive, prolonged or at concentrations higher than recommended by the occupational exposure limits, it may result in adverse effects on health depending on the means of exposure:

A- Ingestion (acute effect):

- Acute toxicity: Based on available data, the classification criteria are not met
- Corrosivity/Irritability: Based on available data, the classification criteria are not met

B- Inhalation (acute effect):

- CONTINUED ON NEXT PAGE -

SECTION 11: TOXICOLOGICAL INFORMATION (continued)

- Acute toxicity : Based on available data, the classification criteria are not met
 - Corrosivity/Irritability: Based on available data, the classification criteria are not met
 - C- Contact with the skin and the eyes (acute effect):
 - Contact with the skin: Based on available data, the classification criteria are not met
 - Contact with the eyes: Based on available data, the classification criteria are not met
 - D- CMR effects (carcinogenicity, mutagenicity and toxicity to reproduction):
 - Carcinogenicity: Based on available data, the classification criteria are not met
IARC: Not relevant
 - Mutagenicity: Based on available data, the classification criteria are not met
 - Reproductive toxicity: Based on available data, the classification criteria are not met
 - E- Sensitizing effects:
 - Respiratory: Based on available data, the classification criteria are not met
 - Skin: Based on available data, the classification criteria are not met
 - F- Specific target organ toxicity (STOT) - single exposure:

Based on available data, the classification criteria are not met
 - G- Specific target organ toxicity (STOT)-repeated exposure:
 - Specific target organ toxicity (STOT)-repeated exposure: Based on available data, the classification criteria are not met
 - Skin: Based on available data, the classification criteria are not met
 - H- Aspiration hazard:

Based on available data, the classification criteria are not met
- Other information:
- Not relevant
- Specific toxicology information on the substances:
- Not relevant

Acute Toxicity Estimate (ATE mix):

ATE mix		Ingredient(s) of unknown toxicity
Oral	>5000 mg/kg (Calculation method)	0 %
Dermal	>5000 mg/kg (Calculation method)	0 %
LC50 inhalation vapour	>20 mg/L (4 h) (Calculation method)	0 %

SECTION 12: ECOLOGICAL INFORMATION

Based on available data, the classification criteria are not met

12.1 Ecotoxicity (aquatic and terrestrial, where available):

Product-specific aquatic toxicity:

Acute toxicity		Species	Genus
LC50	>10050 mg/L (96 h)	Pimephales promelas	Fish
EC50	>8889 mg/L (48 h)	Daphnia magna	Crustacean
EC50	>285 mg/L (96 h)	Pseudokirchneriella subcapitata	Algae

Substance-specific aquatic toxicity:

Not relevant

12.2 Persistence and degradability:

Product-specific information:

Degradability	Biodegradability
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AWC® A-111 PLUS

SECTION 12: ECOLOGICAL INFORMATION (continued)

BOD5	Not relevant	Concentration	Not relevant
COD	Not relevant	Period	28 days
BOD5/COD	Not relevant	% Biodegradable	4.9 % (OECD TG 302B)

Substance-specific information:

Not relevant

12.3 Bioaccumulative potential:

Not relevant

12.4 Mobility in soil:

Not relevant

12.5 Results of PBT and vPvB assessment:

Not relevant

12.6 Other adverse effects:

Not described

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Disposal methods:

IT IS THE RESPONSIBILITY OF THE WASTE GENERATOR TO EVALUATE WHETHER HIS WASTES ARE HAZARDOUS BY CHARACTERISTICS OR LISTING.

Waste management (disposal and evaluation):

Follow RCRA framework and EPA regulation for to ensure that hazardous waste is managed safely and properly. Waste should not be disposed of to drains. Remind, It is the responsibility of the waste generator to evaluate whether his wastes are hazardous by characteristics or listing. See section 6 for further information about Accidental release measures.

Regulations related to waste management:

Legislation related to waste management:

40 CFR Solid Wastes - Part 239 through 282.

State regulatory requirements for generators may be more stringent than those in the federal program. Be sure to check the state's policies.

SECTION 14: TRANSPORT INFORMATION

This product is not regulated for transport.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, health and environmental regulations specific for the product in question:

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AWC® A-111 PLUS

SECTION 15: REGULATORY INFORMATION (continued)

- CALIFORNIA LABOR CODE - The Hazardous Substances List: Not relevant
- California Proposition 65 (the Safe Drinking Water and Toxic Enforcement Act of 1986) - Birth defects or other reproductive harm: Not relevant
- California Proposition 65 (the Safe Drinking Water and Toxic Enforcement Act of 1986) - Cancer: Not relevant
- CANADA-Domestic Substances List (DSL): Not relevant
- CANADA-Non-Domestic Substances List (NDSL): Not relevant
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) - Reportable Quantities: Not relevant
- Hazardous Air Pollutants (Clean Air Act): Not relevant
- Massachusetts RTK - Substance List: Not relevant
- Minnesota - Hazardous substances ERTK: Not relevant
- New Jersey Worker and Community Right-to-Know Act: Not relevant
- New York RTK - Substance list: Not relevant
- NTP (National Toxicology Program): Not relevant
- OSHA Specifically Regulated Substances (29 CFR 1910.1001-1096): Not relevant
- Pennsylvania Worker and Community Right-to-Know Law: Not relevant
- Protective Action Criteria (PAC) with AEGLs, ERPGs, & TEELs: Not relevant
- Rhode Island - Hazardous substances RTK: Not relevant
- SB-258 Cleaning Product Right to Know Act : Not relevant
- The Toxic Substances Control Act (TSCA) : Not relevant
- Toxic chemical release reporting under EPCRA section 313 (40 CFR Part 372): Not relevant

Specific provisions in terms of protecting people or the environment:

It is recommended to use the information provided in this safety data sheet as a foundation for conducting workplace-specific risk assessments. These assessments will help establish the appropriate risk prevention measures for handling, using, storing, and disposing of this product.

Other legislation:

Take into consideration other applicable federal, state, and local laws and local regulations.

SECTION 16: OTHER INFORMATION

Legislation related to safety data sheets:

This safety data sheet has been designed in accordance with Appendix d to §1910.1200 - Safety data sheets

Texts of the legislative phrases mentioned in section 3:

The phrases indicated do not refer to the product itself; they are present merely for informative purposes and refer to the individual components which appear in section 3

29 CFR 1910.1200:

Not relevant

Advice related to training:

According to 29 CFR 1910. 1200, training on chemical hazards is necessary for employees using this product. This training will facilitate their understanding and interpretation of the safety data sheet, as well as the product label.

Principal bibliographical sources:

Occupational Safety & Health Administration (OSHA).

Abbreviations and acronyms:

- CONTINUED ON NEXT PAGE -



AWC® A-111 PLUS

SECTION 16: OTHER INFORMATION (continued)

IMDG: International maritime dangerous goods code
IATA: International Air Transport Association
ICAO: International Civil Aviation Organisation
COD: Chemical Oxygen Demand
BOD5: 5-day biochemical oxygen demand
BCF: Bioconcentration factor
LD50: Lethal Dose 50
CL50: Lethal Concentration 50
EC50: Effective concentration 50
Log-POW: Octanol-water partition coefficient
Koc: Partition coefficient of organic carbon
IARC: International Agency for Research on Cancer

Date of compilation: 7/29/2024
Revised: 6/18/2026

The data contained in this material safety data sheet has been prepared based upon an evaluation of the ingredients contained in the product, their concentrations in the product and potential interactions. The information is offered in good faith and is believed to be accurate. It is furnished to the customer who is urged to study it carefully to become aware of hazards, if any, in the storage, handling, use and disposal of the product; and to ensure their employees are properly informed and advised of all safety precautions required.

END OF SAFETY DATA SHEET

PRODUCT SPECIFICATIONS

Product Name:
AWC A-111 Plus

Parameter	Specification (Control Range)
Appearance	Clear Colorless to Light Yellow Liquid
pH	3.0 – 5.0
Specific Gravity	1.10 ± 0.10
% Solids	Proprietary*
Active Solids	Proprietary*
Residual Monomer Count	Proprietary*
Brookfield Viscosity	< 100 cP

*These values are proprietary, but can be provided in a document that will not become part of public record, upon request.

Sincerely,



Jamie Giarrusso
QC Manager



CERTIFICATE OF ANALYSIS

Product Name: AWC A-111 PLUS	Lot #: 26-D-04040	Date of Manufacture: 06/12/2026
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	Parameter	Specification (Control Range)	Results	Pass/Fail
1	Appearance	Clear Colorless to Light Yellow Liquid	Clear Colorless Liquid	PASS
2	pH	3 – 5	4.47	PASS
3	Specific Gravity	1.10 ± 0.10	1.07	PASS

Prepared by:

Alisha Hamid

QA/QC Chemist



MUL: 10mg/L

AWC® A-102 PLUS

Membrane Antiscalant-Broad Spectrum

ADVANTAGES

- A broad spectrum antiscalant designed to inhibit inorganic scale formation in membrane separation processes
- Inhibits calcium carbonate scale up to a Calcium Carbonate Nucleation Index (CCNI) of 2.2
- Effectively inhibits formation of calcium sulfate, calcium fluoride, barium sulfate, strontium sulfate and silica
- Stabilizes metal ions to prevent metal oxides precipitation and disperses existing metal oxides/hydroxides, silt and clay particles
- Approved for use by all major membrane manufacturers
- Environmentally compatible, especially where discharge of waste into the environment is a concern
- Certified by NSF to NSF/ANSI Standard 60

TYPICAL PROPERTIES

Appearance	Clear colorless to yellow liquid
Odor	Characteristic
Solubility in water	Complete

PACKAGING

5 gallon pails, 55 gallon non-returnable plastic drums, 275 gallon totes and bulk shipments

SAFETY & HANDLING

Store in a cool, dry place. In accordance with good safety practice, handle with care and avoid contact with eyes and prolonged or repeated contact with skin. For more information, see the Safety Data Sheet provided with this product.

CHEMICAL FEEDING AND CONTROL

Injection:

AWC A-102 Plus should be injected continuously into the RO feedwater line, always downstream of multimedia filters, and preferably downstream of the cartridge filters in the presence of a static mixer. In the absence of a static mixer, dosing upstream of the cartridge filters will serve as a substitute to improve mixing.

Dosing:

The dosage required to inhibit scale formation will typically be in the range of 1– 5 ppm, depending on feed water quality and system operating parameters. Dosage can be determined using Proton® membrane antiscalant projection software, or can be provided by an AWC technical representative.

Dilution:

AWC A-102 Plus is designed to be fed neat. However, if the minimum output of the dosing pump exceeds the required dosage, then dilution will be necessary. For product dilution, **always use water that is free of any chlorine or detectable hardness** – deionized water or RO permeate are preferred due to their higher purity, but softened water is also acceptable.

This product contains a preservative to prevent biological growth in the feed tank. Dilution in excess of 10X will impact the potency of the preservative. If dilution beyond 10X is unavoidable, it is recommended to replace the diluted product frequently, preferably every 7 – 10 days.





AWC® A-102 Plus

SECTION 1: IDENTIFICATION

- 1.1 Product identifier: AWC® A-102 Plus
Other means of identification:
Non-applicable
- 1.2 Recommended use of the chemical and restrictions on use:
Relevant uses (Professional users): Scale inhibitor
Relevant uses (Industrial user): Scale inhibitor
For Professional users/Industrial user only.
Uses advised against: All uses not specified in this section or in section 7.3
- 1.3 Name, U.S. address, and U.S. telephone number of the chemical manufacturer, importer, or other responsible party:
American Water Chemicals
1802 Corporate Center Ln
33563 Plant City - FL - USA
Phone: (813) 246-5448 - Fax: (813) 623-6678
www.membranechemicals.com
- 1.4 Emergency phone number: In the US: 1-800-255-3924
International: +1 813 248 0585

SECTION 2: HAZARD(S) IDENTIFICATION

- 2.1 Classification of the substance or mixture:
29 CFR 1910.1200:
Classification of the chemical in accordance with paragraph (d)(1)(i) of §1910.1200
Aquatic Acute 3: Hazardous to the aquatic environment, acute hazard, Category 3, H402
- 2.2 Label elements:
29 CFR 1910.1200:
Hazard statements:
Aquatic Acute 3: H402 - Harmful to aquatic life.
Precautionary statements:
P273: Avoid release to the environment.
P501: Dispose of contents and / or containers in accordance with regulations on hazardous waste or packaging and packaging waste respectively.
- 2.3 Hazards not otherwise classified (HNOC):
Non-applicable

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

- 3.1 Substances:
Non-applicable
- 3.2 Mixtures:
Chemical description: Aqueous solution of organic acids
Components:
According to APPENDIX D TO §1910.1200- Composition/information on ingredients, none of the substances which are classified as health hazards are present above their cut-off/concentration limits

SECTION 4: FIRST-AID MEASURES

- CONTINUED ON NEXT PAGE -

SECTION 4: FIRST-AID MEASURES (continued)

4.1 Description of necessary measures:

Consult a doctor in case of discomfort with this Safety data Sheet.

By inhalation:

In case of symptoms, move the person affected into fresh air.

By skin contact:

In case of contact it is recommended to clean the affected area thoroughly with water and neutral soap. In case of changes to the skin (stinging, redness, rashes, blisters,...), seek medical advice with this Safety Data Sheet

By eye contact:

Rinse with water until the product has been eliminated. In case of problems, consult a doctor with the SDS of this product.

By ingestion/aspiration:

In case of consumption in large quantities, it is recommended to seek medical assistance.

4.2 Most important symptoms/effects, acute and delayed:

Acute and delayed effects are indicated in sections 2 and 11.

4.3 Indication of immediate medical attention and special treatment needed, if necessary:

Non-applicable

SECTION 5: FIRE-FIGHTING MEASURES

5.1 Suitable (and unsuitable) extinguishing media:

Suitable extinguishing media:

Product is non-flammable under normal conditions of storage, handling and use. In the case of combustion as a result of improper handling, storage or use preferably use polyvalent powder extinguishers (ABC powder), in accordance with the Regulation on fire protection systems.

Unsuitable extinguishing media:

Non-applicable

5.2 Specific hazards arising from the chemical:

Due to its non-flammable nature, the product does not present a fire risk under normal conditions of storage, manipulation and use.

5.3 Special protective equipment and precautions for fire-fighters:

Depending on the magnitude of the fire it may be necessary to use full protective clothing and Self Contained Breathing Apparatus. Minimum emergency facilities and equipment should be available (fire blankets, portable first aid kit,...)

Additional provisions:

As in any fire, prevent human exposure to fire, smoke, fumes or products of combustion. Only properly trained personnel should be involved in firefighting. Evacuate nonessential personnel from the fire area. Destroy any source of ignition. In case of fire, refrigerate the storage containers and tanks for products susceptible to inflammation. Avoid spillage of the products used to extinguish the fire into an aqueous medium.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures:

For non-emergency personnel:

Isolate leaks provided that there is no additional risk for the people performing this task.

For emergency responders:

Wear protective equipment. Keep unprotected persons away. See section 8.

6.2 Environmental precautions:

Avoid at all cost any type of spillage into an aqueous medium. Contain the product absorbed appropriately in hermetically sealed containers. Notify the relevant authority in case of exposure to the general public or the environment.

- CONTINUED ON NEXT PAGE -

SECTION 6: ACCIDENTAL RELEASE MEASURES (continued)

6.3 Methods and materials for containment and cleaning up:

For accidental releases in excess of reportable quantities (RQ) (Table 302.4), refer to 40 CFR 302 for detailed instructions concerning reporting requirements and notify the National Response Center (800) 424-8802.

Prevent the entrance of product in drains, sewers or watercourses. Absorb the spill using sand or inert absorbent and move it to a safe place. Do not absorb in sawdust or other combustible absorbents. Collect the product in appropriate containers and manage it according to current legislation.

Spillages in water or sea:

Small spillages:

Contain spillage using barriers or similar equipment. Use suitable absorbents for collection and treat the waste in accordance with current regulations.

Large spillages:

If possible, contain spillage in open water using barriers or similar equipment. If this is not possible, try to control its spread and collect the product with suitable mechanical means. Always consult experts before using dispersants and make sure you have the necessary approvals if they are to be used. Treat the waste according to current regulations.

6.4 Reference to other sections:

See sections 8 and 13.

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for safe handling:

A.- General precautions for safe use

Comply with the current legislation concerning the prevention of industrial risks with regards manually handling weights. Maintain order, cleanliness and dispose of using safe methods (section 6).

B.- Technical recommendations for the prevention of fires and explosions

It is recommended to transfer at a slow speed to avoid the creation of electrostatic charges that could affect flammable products. Consult section 10 for conditions and materials that should be avoided.

C.- Technical recommendations on general occupational hygiene

Do not eat or drink during the process, washing hands afterwards with suitable cleaning products.

D.- Technical recommendations to prevent environmental risks

Due to the danger of this product for the environment it is recommended to use it within an area containing contamination control barriers in case of spillage, as well as having absorbent material in close proximity.

7.2 Conditions for safe storage, including any incompatibilities:

A.- Specific storage requirements

Minimum Temp.: 33.8 °F

Maximum Temp.: 120.2 °F

Maximum time: 24 Months

B.- General conditions for storage

Avoid sources of heat, radiation, static electricity and contact with food. For additional information see subsection 10.5

7.3 Specific end use(s):

Except for the instructions already specified it is not necessary to provide any special recommendation regarding the uses of this product.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control parameters:

Substances whose occupational exposure limits have to be assessed in the workplace:

There are no applicable occupational exposure limits for the substances contained in the product

- CONTINUED ON NEXT PAGE -

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION (continued)

8.2 Appropriate engineering controls:

A.- Individual protection measures, such as personal protective equipment

As a preventative measure it is recommended to use basic Personal Protection Equipment. For more information on Personal Protection Equipment (storage, use, cleaning, maintenance, class of protection,...) consult the information leaflet provided by the manufacturer. For more information see subsection 7.1. All information contained herein is a recommendation, the information on clothing performance must be combined with professional judgment, and a clear understanding of the clothing application, to provide the best protection to the worker. All chemical protective clothing use must be based on a hazard assessment to determine the risks for exposure to chemicals and other hazards. Conduct hazard assessments in accordance with 29 CFR 1910.132.

B.- Respiratory protection

If the working conditions and/or safety measures adopted do not allow keeping the airborne concentration of the product below the exposure limits (if any) or at acceptable levels (if no exposure limits exist), suitable respiratory protection equipment chosen by a qualified professional should be used.

C.- Specific protection for the hands

Pictogram	PPE	Remarks
 Mandatory hand protection	Protective gloves against minor risks	Replace gloves in case of any sign of damage. For prolonged periods of exposure to the product for professional /industrial users, we recommend using chemical protection gloves. Use gloves in accordance with manufacturer's use limitations and OSHA standard 1910.138 (29CFR)

As the product is a mixture of several substances, the resistance of the glove material can not be calculated in advance with total reliability and has therefore to be checked prior to the application.

D.- Eye and face protection

Pictogram	PPE	Remarks
 Mandatory face protection	Panoramic glasses against splash/projections.	Clean daily and disinfect periodically according to the manufacturer's instructions. Use if there is a risk of splashing. Use this PPE in accordance with manufacturer's use limitations and OSHA standard 1910.133 (29CFR)

E.- Bodily protection

Pictogram	PPE	Remarks
	Work clothing	Replace before any evidence of deterioration.
	Anti-slip work shoes	Replace before any evidence of deterioration.

F.- Additional emergency measures

It is advised to implement additional emergency equipments in workplaces that are particularly exposed to the product or in situations where risk assessments highlight the necessity of such equipments.

It is not necessary to take additional emergency measures.

Environmental exposure controls:

To comply with environmental protection regulations, it is recommended to prevent any spillage of the product and its container. For more detailed information, please refer to subsection 7.1.D.

40 CFR Part 59 (VOC):

V.O.C.(weight-percent): 0 % weight
V.O.C. at 68 °F: 0 kg/m³ (0 g/L)

- CONTINUED ON NEXT PAGE -

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION (continued)

California Air Resources Board (CARB) - VOC Regulatory:

V.O.C.(weight-percent):	0 % weight
V.O.C. at 68 °F:	0 kg/m ³ (0 g/L)

South Coast Air Quality Management District (AQMD) - VOC Regulatory:

V.O.C.(weight-percent):	0 % weight
V.O.C. at 68 °F:	0 kg/m ³ (0 g/L)

Ozone Transport Commission (OTC) Rules - VOC Regulatory:

V.O.C.(weight-percent):	0 % weight
V.O.C. at 68 °F:	0 kg/m ³ (0 g/L)

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties:

For complete information see the product datasheet.

Appearance:

Physical state at 68 °F: Liquid

Appearance: Non-applicable *

Color: Yellowish

Odor: Characteristic

Odour threshold: Non-applicable *

Volatility:

Boiling point at atmospheric pressure: 212 °F

Vapour pressure at 68 °F: 2350 Pa

Vapour pressure at 122 °F: 12381.01 Pa (12.38 kPa)

Evaporation rate at 68 °F: Non-applicable *

Product description:

Density at 68 °F: Non-applicable *

Relative density at 68 °F: 1 - 1.2

Dynamic viscosity at 68 °F: Non-applicable *

Kinematic viscosity at 68 °F: Non-applicable *

Kinematic viscosity at 104 °F: Non-applicable *

Concentration: Non-applicable *

pH: 3 - 4

Vapour density at 68 °F: Non-applicable *

Partition coefficient n-octanol/water 68 °F: Non-applicable *

Solubility in water at 68 °F: Non-applicable *

Solubility properties: Completely miscible

Decomposition temperature: Non-applicable *

Melting point/freezing point: Non-applicable *

Flammability:

Flash Point: Non Flammable (>199.4 °F)

Flammability (solid, gas): Non-applicable *

Autoignition temperature: 1472 °F

Lower flammability limit: Non-applicable *

*Non-applicable due to the nature of the product, not providing information property of its hazards.

- CONTINUED ON NEXT PAGE -

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES (continued)

Upper flammability limit:	Non-applicable *
Particle characteristics:	
Median equivalent diameter:	Non-applicable *
9.2 Other information:	
Information with regard to physical hazard classes:	
Explosive properties:	Non-applicable *
Oxidising properties:	Non-applicable *
Corrosive to metals:	Non-applicable *
Heat of combustion:	Non-applicable *
Aerosols-total percentage (by mass) of flammable components:	Non-applicable *
Other safety characteristics:	
Surface tension at 68 °F:	Non-applicable *
Refraction index:	Non-applicable *

*Non-applicable due to the nature of the product, not providing information property of its hazards.

SECTION 10: STABILITY AND REACTIVITY

- 10.1 Reactivity:
No hazardous reactions are expected because the product is stable under recommended storage conditions. See section 7 from Safety Data Sheet.
- 10.2 Chemical stability:
Chemically stable under the indicated conditions of storage, handling and use.
- 10.3 Possibility of hazardous reactions:
Under the specified conditions, hazardous reactions that lead to excessive temperatures or pressure are not expected.
- 10.4 Conditions to avoid:
Applicable for handling and storage at room temperature:
- | Shock and friction | Contact with air | Increase in temperature | Sunlight | Humidity |
|--------------------|------------------|-------------------------|----------------|----------------|
| Not applicable | Not applicable | Not applicable | Not applicable | Not applicable |
- 10.5 Incompatible materials:
- | Acids | Water | Oxidising materials | Combustible materials | Others |
|--------------------|----------------|---------------------|-----------------------|-------------------------------|
| Avoid strong acids | Not applicable | Not applicable | Not applicable | Avoid alkalis or strong bases |
- 10.6 Hazardous decomposition products:
See subsection 10.3, 10.4 and 10.5 to find out the specific decomposition products. Depending on the decomposition conditions, complex mixtures of chemical substances can be released: carbon dioxide (CO₂), carbon monoxide and other organic compounds.

SECTION 11: TOXICOLOGICAL INFORMATION

- 11.1 Information on toxicological effects:
LD50 oral > 5000 mg/kg (rat)
- Dangerous health implications:
In case of exposure that is repetitive, prolonged or at concentrations higher than recommended by the occupational exposure limits, it may result in adverse effects on health depending on the means of exposure:
- A- Ingestion (acute effect):

- CONTINUED ON NEXT PAGE -

SECTION 11: TOXICOLOGICAL INFORMATION (continued)

- Acute toxicity: Based on available data, the classification criteria are not met
- Corrosivity/Irritability: Based on available data, the classification criteria are not met

B- Inhalation (acute effect):

- Acute toxicity : Based on available data, the classification criteria are not met
- Corrosivity/Irritability: Based on available data, the classification criteria are not met

C- Contact with the skin and the eyes (acute effect):

- Contact with the skin: Based on available data, the classification criteria are not met
- Contact with the eyes: Based on available data, the classification criteria are not met

D- CMR effects (carcinogenicity, mutagenicity and toxicity to reproduction):

- Carcinogenicity: Based on available data, the classification criteria are not met
IARC: Non-applicable
- Mutagenicity: Based on available data, the classification criteria are not met
- Reproductive toxicity: Based on available data, the classification criteria are not met

E- Sensitizing effects:

- Respiratory: Based on available data, the classification criteria are not met
- Skin: Based on available data, the classification criteria are not met

F- Specific target organ toxicity (STOT) - single exposure:

Based on available data, the classification criteria are not met

G- Specific target organ toxicity (STOT)-repeated exposure:

- Specific target organ toxicity (STOT)-repeated exposure: Based on available data, the classification criteria are not met
- Skin: Based on available data, the classification criteria are not met

H- Aspiration hazard:

Based on available data, the classification criteria are not met

Other information:

Non-applicable

Specific toxicology information on the substances:

Non-applicable

Acute Toxicity Estimate (ATE mix):

ATE mix		Ingredient(s) of unknown toxicity
Oral	21225.25 mg/kg (Calculation method)	0 %
Dermal	>5000 mg/kg (Calculation method)	0 %
LC50 inhalation vapour	>20 mg/L (4 h) (Calculation method)	0 %

SECTION 12: ECOLOGICAL INFORMATION

Harmful to aquatic life.

12.1 Ecotoxicity (aquatic and terrestrial, where available):

Product-specific aquatic toxicity:

Acute toxicity		Species	Genus
LC50	>33330 mg/L (96 h)	Pimephales promelas	Fish
EC50	>28890 mg/L (48 h)	Daphnia magna	Crustacean
EC50	48 mg/L (96 h)	Selenastrum capricornutum	Algae

Substance-specific aquatic toxicity:

Non-applicable

- CONTINUED ON NEXT PAGE -



SECTION 12: ECOLOGICAL INFORMATION (continued)

12.2 Persistence and degradability:

Non-applicable

12.3 Bioaccumulative potential:

Non-applicable

12.4 Mobility in soil:

Non-applicable

12.5 Results of PBT and vPvB assessment:

Non-applicable

12.6 Other adverse effects:

Not described

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Disposal methods:

IT IS THE RESPONSIBILITY OF THE WASTE GENERATOR TO EVALUATE WHETHER HIS WASTES ARE HAZARDOUS BY CHARACTERISTICS OR LISTING.

Waste management (disposal and evaluation):

Follow RCRA framework and EPA regulation for to ensure that hazardous waste is managed safely and properly. Waste should not be disposed of to drains. Remind, It is the responsibility of the waste generator to evaluate whether his wastes are hazardous by characteristics or listing. See section 6 for further information about Accidental release measures.

Regulations related to waste management:

Legislation related to waste management:

40 CFR Solid Wastes - Part 239 through 282.

State regulatory requirements for generators may be more stringent than those in the federal program. Be sure to check the state's policies.

SECTION 14: TRANSPORT INFORMATION

This product is not regulated for transport.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, health and environmental regulations specific for the product in question:

- CONTINUED ON NEXT PAGE -

SECTION 15: REGULATORY INFORMATION (continued)

- CALIFORNIA LABOR CODE - The Hazardous Substances List: Non-applicable
- California Proposition 65 (the Safe Drinking Water and Toxic Enforcement Act of 1986) - Birth defects or other reproductive harm: Non-applicable
- California Proposition 65 (the Safe Drinking Water and Toxic Enforcement Act of 1986) - Cancer: Non-applicable
- CANADA-Domestic Substances List (DSL): Non-applicable
- CANADA-Non-Domestic Substances List (NDSL): Non-applicable
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) - Reportable Quantities: Non-applicable
- Hazardous Air Pollutants (Clean Air Act): Non-applicable
- Massachusetts RTK - Substance List: Non-applicable
- Minnesota - Hazardous substances ERTK: Non-applicable
- New Jersey Worker and Community Right-to-Know Act: Non-applicable
- New York RTK - Substance list: Non-applicable
- NTP (National Toxicology Program): Non-applicable
- OSHA Specifically Regulated Substances (29 CFR 1910.1001-1096): Non-applicable
- Pennsylvania Worker and Community Right-to-Know Law: Non-applicable
- Protective Action Criteria (PAC) with AEGLs, ERPGs, & TEELs: Non-applicable
- Rhode Island - Hazardous substances RTK: Non-applicable
- SB-258 Cleaning Product Right to Know Act : Non-applicable
- The Toxic Substances Control Act (TSCA) : Non-applicable
- Toxic chemical release reporting under EPCRA section 313 (40 CFR Part 372): Non-applicable

Specific provisions in terms of protecting people or the environment:

It is recommended to use the information provided in this safety data sheet as a foundation for conducting workplace-specific risk assessments. These assessments will help establish the appropriate risk prevention measures for handling, using, storing, and disposing of this product.

Other legislation:

Take into consideration other applicable federal, state, and local laws and local regulations.

SECTION 16: OTHER INFORMATION

Legislation related to safety data sheets:

This safety data sheet has been designed in accordance with Appendix d to §1910.1200 - Safety data sheets

Texts of the legislative phrases mentioned in section 2:

H402: Harmful to aquatic life.

Texts of the legislative phrases mentioned in section 3:

The phrases indicated do not refer to the product itself; they are present merely for informative purposes and refer to the individual components which appear in section 3

29 CFR 1910.1200:

Non-applicable

Advice related to training:

According to 29 CFR 1910.1200, training on chemical hazards is necessary for employees using this product. This training will facilitate their understanding and interpretation of the safety data sheet, as well as the product label.

Principal bibliographical sources:

Occupational Safety & Health Administration (OSHA).

Abbreviations and acronyms:

- CONTINUED ON NEXT PAGE -



SECTION 16: OTHER INFORMATION (continued)

IMDG: International maritime dangerous goods code

IATA: International Air Transport Association

ICAO: International Civil Aviation Organisation

COD: Chemical Oxygen Demand

BOD5: 5-day biochemical oxygen demand

BCF: Bioconcentration factor

LD50: Lethal Dose 50

CL50: Lethal Concentration 50

EC50: Effective concentration 50

Log-POW: Octanol-water partition coefficient

Koc: Partition coefficient of organic carbon

IARC: International Agency for Research on Cancer

Date of compilation: 7/29/2024

Revised: 6/4/2025

The data contained in this material safety data sheet has been prepared based upon an evaluation of the ingredients contained in the product, their concentrations in the product and potential interactions. The information is offered in good faith and is believed to be accurate. It is furnished to the customer who is urged to study it carefully to become aware of hazards, if any, in the storage, handling, use and disposal of the product; and to ensure their employees are properly informed and advised of all safety precautions required.

END OF SAFETY DATA SHEET

PRODUCT SPECIFICATIONS

Product Name:
AWC A-102 Plus

Parameter	Specification (Control Range)
Appearance	Clear Colorless to Yellow Liquid
pH	3.0 – 4.0
Specific Gravity	1.10 ± 0.10
% Solids	Proprietary*
Active Solids	Proprietary*
Residual Monomer Count	Proprietary*
Brookfield Viscosity	< 100 cP

*These values are proprietary, but can be provided in a document that will not become part of public record, upon request.

Sincerely,



Jamie Giarrusso
QC Manager



CERTIFICATE OF ANALYSIS

Product Name: AWC A-102 PLUS	Lot #: 26-K-11028	Date of Manufacture: 06/11/2026
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	Parameter	Specification (Control Range)	Results	Pass/Fail
1	Appearance	Clear Colorless to Yellow Liquid	Clear Light Yellow Liquid	PASS
2	pH	3.0 – 4.0	3.18	PASS
3	Specific Gravity	1.10 ± 0.10	1.08	PASS

Prepared by:

Jason Rowe

QA/QC Chemist



MUL: 15mg/L

Certificate of Shelf-Life

This is to confirm that AWC A-111 Plus and AWC A-102 Plus have a minimum shelf-life of two (2) years from the date of manufacture. These products contain a biogrowth control additive and are resistant to biological growth while stored in the original container or feed tank for up to two years.

Sincerely,



Jamie Giarrusso
QC Manager

Membrane Compatibility Certification

We hereby certify that all antiscalant products manufactured by American Water Chemicals, Inc. are suitable for use with spiral-wound reverse osmosis polyamide thin-film synthetic membranes.

Sincerely,



Jamie Giarrusso
QC Manager

Section B: Technical and Certification Submittals – References

Reference List for AWC A-111 Plus

1. City of Cape Coral – South Plant

Address: 2090 SW 32nd Street Cape Coral, FL 33993

Contact person: Heidi Paquett

Ph: (239)574-0759

Email: hpaquett@capecoral.gov

2. City of Cape Coral – North Plant

Address: 1200 Kismet PKWY West Cape Coral, FL 33993

Contact person: Marco Parra

Ph: (239) 242-3427

Email: mparra@capecoral.gov

3. Bonita Springs

Address: 11900 East Terry Street

Contact person: Andy Koebel

Ph: (239) 390-4820

Email: akoebel@bsu.us

4. City of Melbourne

Address: 5980 Lake Washington Road, Melbourne, FL 32935

Contact person: David Phares

Ph: (321) 255-4622

Email: david.phares@mlbfl.org

Reference List for AWC A-102 Plus

1. Seacoast Utilities

Address: 4170 Hood RD. Palm Beach Gardens, FL 33418

Contact person: Keith Haas

Ph: (813) 765-6888

Email: khaas@sua.com

2. City of Miramar – West WTP

Address: 4100 S. Flamingo Rd Miramar, FL 33027

Contact person: Rod Rodriguez

Ph : (305)409-3239

Email: erodriguez@miramarfl.gov

3. Village of Wellington

Address: 1100 Wellington Trace, Wellington, FL 33414

Contact person: Karla Berroteran

Ph: (561) 753-2468

Email: kberroteran@wellingtonfl.gov

Phosphate Content

AWC A-111 Plus contains zero percent phosphates, shall reasonably guard against biological contamination, and shall be free of contamination in the supplied container.

Sincerely,



Jamie Giarrusso
QC Manager

Certificate of Compliance – Nano Antiscalant

We hereby certify that we comply with all the specifications listed for the Nanofiltration Antiscalant Bid as follows:

- AWC A-102 Plus is an antiscalant product for Reverse Osmosis and Nanofiltration applications manufactured by American Water Chemicals.
- AWC A-102 Plus has been formulated to inhibit the formation and growth of alkaline earth carbonate, sulfate scales, and stabilize metal ions in NF applications such as, but not limited to, clays and the hydroxides of metals such as aluminum, iron, and manganese.
- AWC A-102 Plus is a stable liquid and does not contain any soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been properly treated with the product.
- AWC A-102 Plus reasonable guards against biological contamination.
- AWC A-102 Plus will be delivered free of contamination in the supplied container.
- AWC A-102 Plus and all chemical constituents are compatible with spiral-wound nanofiltration polyamide thin-film synthetic membranes; a membrane compatibility letter has been included with this bid.
- AWC A-102 Plus is certified by NSF to NSF/ANSI/CAN Standard 60 to be used in drinking water systems at a maximum use of 15 mg/L; a print out of the certification listing has been included with this bid.
- AWC A-102 Plus is fully compatible with feedwater constituents, and if present, will not cause precipitation of the antiscalant.
- AWC A-102 Plus has a shelf life of at least two years; a shelf-life certification has been included with this bid.
- American Water Chemicals certifies that the AWC A-102 Plus supplied will be manufactured no more than 12 months prior to shipment.
- AWC A-102 Plus will be supplied in sealed high-density polyethylene (HDPE) drums and may be stored 12 months without affecting compliance with the product specifications.
- American Water Chemicals is an ISO 9001:2015 certified company, a copy of the certification has been included with this bid.

Sincerely,



Jamie Giarrusso
QC Manager

Technical Service 24-hour Guarantee

Amaya Solutions, Inc. dba American Water Chemicals guarantees that it will have technical service representatives residing in the State of Florida throughout the contract period. Technical service representatives will be available to provide on-site assistance within 24-hours, upon notification of such need.



Joshua Utter
Applications Engineering Manager

NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

Amaya Solutions, Inc. DBA American Water Chemicals

Plant City, FL

AS COMPLYING WITH NSF/ANSI/CAN 60 AND ALL APPLICABLE REQUIREMENTS.

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



This certificate is the property of NSF International and must be returned upon request. This certificate remains valid as long as this client has products in NSF's Official Listings for the referenced standards. For the most current and complete Listing information, please access NSF's website (www.nsf.org).

January 6, 2025
Certificate# C0849010 - 01

Theresa Bellish
Senior Director Municipal Water Systems and NA Region



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, June 4, 2026** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=amaya+solutions&>

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

Amaya Solutions, Inc. DBA American Water Chemicals

1802 Corporate Center Lane

Plant City, FL 33563

United States

888-217-8757

813-246-5448

Visit this company's website (<http://www.membranechemicals.com>)

Facility : #1 Belgium

Miscellaneous Treatment Chemical

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC A-119	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-119 (50% Dilution)	Distillation Antiscalant	20mg/L
	Reverse Osmosis Antiscalant	
Everflux	Reverse Osmosis Antiscalant	15mg/L
Pureflux SW	Reverse Osmosis Antiscalant	15mg/L

Facility : # 3 USA**Miscellaneous Treatment Applications**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC A-102 Ultra	Reverse Osmosis Antiscalant	15mg/L
AWC A-112	Reverse Osmosis Antiscalant	40mg/L
AWC A-119	Reverse Osmosis Antiscalant	10mg/L
	Distillation Antiscalant	
AWC A-119 (50% Dilution)	Reverse Osmosis Antiscalant	20mg/L
	Distillation Antiscalant	
Bioflux CS[1] [CL]	Other	100mg/L

[1] This product is designed to reduce biofilm on reverse osmosis membranes.

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

Miscellaneous Treatment Chemical

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC A-112	Corrosion & Scale Control	40mg/L

Miscellaneous Water Supply Products

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Cleanflux Bio[2]	Membrane Cleaner	NA

[2] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

Facility : Plant City, FL**Blended Corrosion Inhibitor**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC A-760P	Corrosion & Scale Control	12mg/L

Miscellaneous Chemical Products

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC A-419	pH Adjustment	100mg/L
AWC CP-200[PY]	Coagulation & Flocculation	40mg/L
AWC CP-300[PY]	Coagulation & Flocculation	28mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Miscellaneous Corrosion Chemicals

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AVALYA 751[ZN]	Corrosion Control	5mg/L
AVALYA 771[ZN]	Corrosion Control	5mg/L
AVALYA A-751[ZN]	Corrosion Control	5mg/L
AVALYA A-771[ZN]	Corrosion Control	5mg/L
AVALYA P-702	Corrosion & Scale Control pH Adjustment	200mg/L
AWC A-120	Reverse Osmosis Antiscalant	20mg/L
AWC A-700	Corrosion & Scale Control	23mg/L
AWC A-710 Plus[ZN]	Corrosion Control	28mg/L
AWC A-713	Corrosion & Scale Control	23mg/L
AWC A-720	Corrosion & Scale Control	30mg/L
AWC A-728	Corrosion & Scale Control	23mg/L
AWC A-731 Plus[ZN]	Corrosion Control	16mg/L
AWC A-732	Corrosion & Scale Control	23mg/L
AWC A-751[ZN]	Corrosion Control	5mg/L
AWC A-751 Plus[ZN]	Corrosion Control	27mg/L
AWC A-751X[ZN]	Corrosion Control	5mg/L
AWC A-755	Corrosion & Scale Control	23mg/L
AWC A-764	Corrosion & Scale Control	23mg/L
AWC A-771 Plus[ZN]	Corrosion Control	28mg/L
AWC A-771X[ZN]	Corrosion Control	5mg/L
AWC A-773	Corrosion & Scale Control	23mg/L
AWC A-782	Corrosion & Scale Control	23mg/L
AWC A-791	Corrosion & Scale Control	23mg/L

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Miscellaneous Treatment Applications

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Bioflux CS[7] [8]	Other	100mg/L

[7] This product is designed to reduce biofilm on reverse osmosis membranes.

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

Miscellaneous Treatment Chemical

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
A-102 C8X	Reverse Osmosis Antiscalant	15mg/L
AC-RO10-7	Reverse Osmosis Antiscalant	15mg/L
ALPHA A-102 ULTRA	Reverse Osmosis Antiscalant	15mg/L
ALPHA A-108 Fe	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AS-102	Reverse Osmosis Antiscalant	15mg/L
AWC A-100	Reverse Osmosis Antiscalant	15mg/L
AWC A-101	Reverse Osmosis Antiscalant	15mg/L
AWC A-102	Reverse Osmosis Antiscalant	15mg/L
AWC A-102 C8X	Reverse Osmosis Antiscalant	15mg/L
AWC A-102 Plus	Reverse Osmosis Antiscalant	15mg/L
AWC A-102 Plus (FT)	Reverse Osmosis Antiscalant	15mg/L
AWC A-102 Ultra	Reverse Osmosis Antiscalant	15mg/L
AWC A-102 Ultra	Reverse Osmosis Antiscalant	15mg/L
AWC A-102 Ultra (50% Solution)	Reverse Osmosis Antiscalant	15mg/L
AWC A-102M	Reverse Osmosis Antiscalant	15mg/L

AWC A-103	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-104	Scale Control	32mg/L
AWC A-105	Reverse Osmosis Antiscalant	10mg/L
AWC A-106	Reverse Osmosis Antiscalant	10mg/L
AWC A-107	Reverse Osmosis Antiscalant	10mg/L
AWC A-107N	Reverse Osmosis Antiscalant	10mg/L
AWC A-108 MSF	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-108Fe	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-109	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-109 XT	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-110	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-111	Reverse Osmosis Antiscalant	10mg/L
AWC A-111 PLUS	Scale Control	10mg/L
AWC A-111 PLUS	Reverse Osmosis Antiscalant	10mg/L
AWC A-111UL	Reverse Osmosis Antiscalant	10mg/L
AWC A-112	Corrosion & Scale Control	32mg/L
AWC A-112	Scale Control	32mg/L
AWC A-112 (FT)	Reverse Osmosis Antiscalant	40mg/L
AWC A-114	Scale Control	16mg/L
AWC A-114UF	Scale Control	16mg/L
AWC A-117	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-118	Reverse Osmosis Antiscalant	10mg/L

AWC A-119	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-119 (50% dilution)	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-120	Scale Control	16mg/L
AWC A-130	Reverse Osmosis Antiscalant	7mg/L
AWC A-151	Reverse Osmosis Antiscalant	13mg/L
AWC A-181P	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-914	Scale Control	16mg/L
AWC CP-400	Coagulation & Flocculation	70mg/L
AWC DC-200[1]	Reverse Osmosis Antiscalant	50mg/L
AWC DC-201[1]	Reverse Osmosis Antiscalant	66mg/L
AWC DC-208[1]	Dechlorination	40mg/L
AWC Lime Conditioner	Scale Control	16mg/L
AWC Redout	Scale Control	16mg/L
AWC-101	Reverse Osmosis Antiscalant	15mg/L
AntiOx 208[1]	Dechlorination	40mg/L
Aquacare A-104	Reverse Osmosis Antiscalant	10mg/L
Aquacare A-104 FE	Reverse Osmosis Antiscalant	10mg/L
Aquacare A-104 SI	Reverse Osmosis Antiscalant	10mg/L
Aquacare A-106	Reverse Osmosis Antiscalant	10mg/L
Aquacare A-106 FE	Reverse Osmosis Antiscalant	10mg/L
Aquacare A-106 SI	Reverse Osmosis Antiscalant	10mg/L
Aquacare-101	Reverse Osmosis Antiscalant	15mg/L
Aquacare-A-101	Reverse Osmosis Antiscalant	15mg/L
Aquacare-A-101Fe	Reverse Osmosis Antiscalant	15mg/L
Aquacare-A-101Si	Reverse Osmosis Antiscalant	15mg/L
Aquacare-A-102	Reverse Osmosis Antiscalant	15mg/L
Aquacare-A-102 C8X	Reverse Osmosis Antiscalant	15mg/L

Aquacare-A-102Fe	Reverse Osmosis Antiscalant	15mg/L
Aquacare-A-102Si	Reverse Osmosis Antiscalant	15mg/L
Aquacare-A-103	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Aquacare-A-103Fe	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Aquacare-A-103Si	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Aquacare-A-105	Reverse Osmosis Antiscalant	10mg/L
Aquacare-A-108	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Aquacare-A-108Fe	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Aquacare-A-108Si	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Aquacare-A-111	Reverse Osmosis Antiscalant	10mg/L
Broadflux	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
DROP-100	Reverse Osmosis Antiscalant	15mg/L
Everflux	Reverse Osmosis Antiscalant	15mg/L
MEGAFLUX UC	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Megaflux	Reverse Osmosis Antiscalant	15mg/L
Megaflux AC	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Megaflux AF	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Megaflux AGC	Reverse Osmosis Antiscalant	10mg/L
	Distillation Antiscalant	
Megaflux CW	Reverse Osmosis Antiscalant	15mg/L

Megaflux E	Scale Control	16mg/L
Megaflux Fe	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Megaflux GW	Reverse Osmosis Antiscalant	15mg/L
Megaflux PF	Scale Control	16mg/L
Megaflux WW	Reverse Osmosis Antiscalant	10mg/L
Pureflux E	Reverse Osmosis Antiscalant	10mg/L
Pureflux GP	Reverse Osmosis Antiscalant	NA
Pureflux GPN	Reverse Osmosis Antiscalant	15mg/L
Pureflux GW	Reverse Osmosis Antiscalant	15mg/L
Pureflux M	Reverse Osmosis Antiscalant	15mg/L
Pureflux Mar	Reverse Osmosis Antiscalant	15mg/L
Pureflux PF	Reverse Osmosis Antiscalant	20mg/L
Pureflux PRO	Reverse Osmosis Antiscalant	15mg/L
Pureflux SW	Reverse Osmosis Antiscalant	15mg/L
Pureflux SW (FT)	Reverse Osmosis Antiscalant	15mg/L
Pureflux SWPF	Reverse Osmosis Antiscalant	10mg/L
RO3001	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
Redout	Scale Control	16mg/L
Sapphire 1102	Reverse Osmosis Antiscalant	15mg/L
Valuflux PF	Reverse Osmosis Antiscalant	10mg/L

[1] The product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Miscellaneous Water Supply Products

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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ALPHA C-234[2] [3]	Membrane Cleaner	NA
ALPHA C-236[2] [3]	Membrane Cleaner	NA
AQUACARE A-111 C8X	Reverse Osmosis Antiscalant	15mg/L
AQUACARE A-111 Concentrate	Reverse Osmosis Antiscalant	15mg/L
AQUACARE C8X	Reverse Osmosis Antiscalant	15mg/L
AQUACARE CONCENTRATE	Reverse Osmosis Antiscalant	15mg/L
AWC A-104 C8X	Reverse Osmosis Antiscalant	15mg/L
AWC A-104 Concentrate	Reverse Osmosis Antiscalant	15mg/L
AWC A-108	Distillation Antiscalant	10mg/L
	Reverse Osmosis Antiscalant	
AWC A-111 C8X	Reverse Osmosis Antiscalant	15mg/L
AWC A-111 Concentrate	Reverse Osmosis Antiscalant	15mg/L
AWC A-112	Reverse Osmosis Antiscalant	10mg/L
AWC C-203	Membrane Cleaner	NA
AWC C-205[2] [3]	Membrane Cleaner	NA
AWC C-206[2] [3]	Membrane Cleaner	NA
AWC C-209[2] [3]	Membrane Cleaner	NA
AWC C-217[2] [3]	Membrane Cleaner	NA
AWC C-218[2] [3]	Membrane Cleaner	NA
AWC C-219[2] [3]	Membrane Cleaner	NA
AWC C-221[2] [4]	Other	NA
AWC C-222[2] [3]	Membrane Cleaner	NA
AWC C-223[2] [3]	Membrane Cleaner	NA
AWC C-224[2] [3]	Membrane Cleaner	NA
	Reverse Osmosis Antiscalant	
AWC C-225[2] [3]	Membrane Cleaner	NA
	Reverse Osmosis Antiscalant	
AWC C-225N[2] [3]	Membrane Cleaner	NA
AWC C-226[2] [3]	Membrane Cleaner	NA
	Reverse Osmosis Antiscalant	

AWC C-226LF[2] [3]	Reverse Osmosis Antiscalant	NA
	Membrane Cleaner	
AWC C-227[2] [3]	Membrane Cleaner	NA
AWC C-227LF[2] [3]	Membrane Cleaner	NA
AWC C-230[2] [3]	Membrane Cleaner	NA
AWC C-231[2] [3]	Membrane Cleaner	NA
AWC C-232[2] [3]	Membrane Cleaner	NA
AWC C-233[2] [3]	Membrane Cleaner	NA
AWC C-234[2] [3]	Membrane Cleaner	NA
AWC C-235[2] [3]	Membrane Cleaner	NA
AWC C-236[2] [3]	Membrane Cleaner	NA
AWC C-236LF[2] [3]	Membrane Cleaner	NA
AWC C-237[2] [3]	Membrane Cleaner	NA
AWC C-238[2] [3]	Membrane Cleaner	NA
AWC C-238[2] [3]	Membrane Cleaner	NA
AWC C-239[2] [3]	Membrane Cleaner	NA
AWC C-240[2]	Membrane Cleaner	NA
AWC C-241[2] [3]	Membrane Cleaner	NA
AWC C-245	Membrane Cleaner	NA
AWC C-246[2] [3]	Membrane Cleaner	NA
AWC C-248	Membrane Cleaner	NA
AWC C-249[2] [5]	Membrane Cleaner	NA
AWC C-266[2] [3]	Membrane Cleaner	NA
AWC C-437[2] [3]	Membrane Cleaner	NA
AWC C-835[6]	Other	NA
AWC UF-405[2] [3]	Membrane Cleaner	NA
AWC UF-406[2] [3]	Membrane Cleaner	NA
AWC UF-417[2] [3]	Membrane Cleaner	NA
AWC UF-425[2] [3]	Membrane Cleaner	NA

AWC UF-426[2] [3]	Reverse Osmosis Antiscalant Membrane Cleaner	NA
AWC UF-426LF	Reverse Osmosis Antiscalant Membrane Cleaner	NA
AWC UF-427[2] [3]	Membrane Cleaner	NA
AWC UF-427LF[2] [3]	Membrane Cleaner	NA
AWC UF-428[2] [3]	Membrane Cleaner	NA
AWC UF-428LF[2] [3]	Membrane Cleaner	NA
AWC UF-429[2] [3]	Membrane Cleaner	NA
AWC UF-429LF[2] [3]	Membrane Cleaner	NA
AWC UF-431[2] [3]	Membrane Cleaner	NA
AWC UF-432[2] [3]	Membrane Cleaner	NA
AWC UF-433[2] [3]	Membrane Cleaner	NA
AWC UF-434[2] [3]	Membrane Cleaner	NA
AWC UF-437[2] [3]	Membrane Cleaner	NA
AWC UF-445	Membrane Cleaner	NA
AWC UF-445	Membrane Cleaner	NA
Aquacare-A-108	Distillation Antiscalant Reverse Osmosis Antiscalant	10mg/L
Aquacare-A-108Fe	Distillation Antiscalant Reverse Osmosis Antiscalant	10mg/L
Aquacare-A-108Si	Distillation Antiscalant Reverse Osmosis Antiscalant	10mg/L
Cleanflux 12[2] [3]	Reverse Osmosis Antiscalant	NA
Cleanflux 2PF[2] [3]	Membrane Cleaner	N/A
Cleanflux BD	Membrane Cleaner	NA
Cleanflux Bio	Membrane Cleaner	N/A
Cleanflux L12[2] [3]	Membrane Cleaner	NA
Cleanflux LNP[2] [3]	Membrane Cleaner	NA
Cleanflux OR[2]	Membrane Cleaner	NA

Cleanflux S[1] [2]	Membrane Cleaner	NA
Cleanflux SOX[2]	Membrane Cleaner	NA
G Water 05[2] [3]	Membrane Cleaner	NA
G Water 27[2] [3]	Membrane Cleaner	NA
MemGuard L[1] [2] [4]	Other	NA
Perasperse 15[2]	Membrane Cleaner	NA
	Pipe Cleaning Aid	
PreServ 221[2] [4]	Other	NA
Pureflux 11P[2] [3]	Membrane Cleaner	NA
Pureflux 12L[2] [3]	Membrane Cleaner	NA
Pureflux 2L[2] [3]	Membrane Cleaner	NA
Pureflux 2P[2] [3]	Membrane Cleaner	NA
Ultratek 11X	Reverse Osmosis Antiscalant	15mg/L
Veraflux	Reverse Osmosis Antiscalant	15mg/L

[1] The product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

[2] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[3] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

[4] This product is Certified for use as a reverse osmosis membrane preservative.

[5] The user should continue to flush until no more foaming is visible before placing into service.

[6] This product functions as an off-line thermal distillation unit cleaner.

Sodium Polyphosphates, Glassy

Trade Designation	Product Function	Max Use
--------------------------	-------------------------	----------------

AWC A-792	Corrosion & Scale Control Sequestering	10mg/L
AWC A-792G	Corrosion & Scale Control Sequestering	10mg/L
AWC A-792P	Corrosion & Scale Control Sequestering	10mg/L

Zinc Orthophosphate[ZN]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC A-710	Corrosion Control	28mg/L
AWC A-711	Corrosion Control	23mg/L
AWC A-731	Corrosion Control	16mg/L
AWC A-731D	Corrosion Control	27mg/L
AWC A-771	Corrosion Control	28mg/L

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Amaya Solutions, Inc. DBA American Water Chemicals

1802 Corporate Center Lane

Plant City, FL 33563

United States

813-246-5448

[Visit this company's website](#)

Facility : # 4 USA

Miscellaneous Treatment Chemical[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC D-307	Reverse Osmosis Membrane Biocide	30mg/L

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

Facility : # 5 USA

Miscellaneous Treatment Chemical[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC D-307	Reverse Osmosis Membrane Biocide	30mg/L

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

Amaya Solutions, Inc. DBA American Water
Chemicals

1802 Corporate Center Lane
Plant City, FL 33563
United States
813-246-5448

Facility : #8 USA

Aminotrimethylene Phosphonic Acid

Trade Designation

AWC A-108

Product Function

Reverse Osmosis Antiscalant

Max Use

5mg/L

Number of matching Manufacturers is 3
Number of matching Products is 245
Processing time was 1 seconds



CERTIFICATE



This is to certify that

Amaya Solutions, Inc DBA American Water Chemicals®

1802 Corporate Center Lane
Plant City, FL 33563
United States of America

has implemented and maintains a **Quality Management System**.

Scope:

The Design, Research and Development of New Products, Formulation, Lab Services and Manufacture of Chemicals for Water Treatment Application.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2015

Certificate registration no.	10015134 QM15
Date of original certification	2016-12-15
Date of certification	2024-03-25
Valid until	2027-04-03



DQS Inc.

David Tellez
Managing Director

DQS IS A MEMBER OF



Accredited Body: DQS Inc., 1500 McConnor Parkway, Suite 400, Schaumburg, IL 60173 USA
The validity of this certificate can only be verified by the QR-code.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/03/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

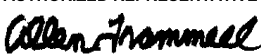
PRODUCER McGriff, a MMA LLC Company 485 N Keller Road, Suite 551 Maitland, FL 32751 407 691-9600		CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): E-MAIL ADDRESS: mcg.certorlando@marshmma.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Evanston Insurance Company	
		INSURER B : Auto Owners Insurance	
		INSURER C : Redwood Fire and Casualty Insurance Co.	
		INSURER D : Berkshire Hathaway Homestate Ins Co	
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	MKLV2ENV105193	10/13/2025	10/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	X	X	FL - 4947152210	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
B	☐ ANY AUTO			IL - 4947152214	03/14/2026	03/14/2027	BODILY INJURY (Per person) \$
C	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			CA 01APM06273901	10/01/2025	10/01/2026	BODILY INJURY (Per accident) \$
D	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			TX 02APM06056901	07/22/2025	07/22/2026	PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☐ OCCUR			MKLV2EFX101705	10/13/2025	10/13/2026	EACH OCCURRENCE \$5,000,000
	☒ EXCESS LIAB ☒ CLAIMS-MADE						AGGREGATE \$5,000,000
	DED RETENTION \$						\$
	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.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Contr Pollution			MKLV2ENV105193	10/13/2025	10/13/2026	*See Description of Ops
A	Transp Pollution			MKLV2ENV105193	10/13/2025	10/13/2026	*See Description of Ops
A	Non Own Disp Site			MKLV2ENV105193	10/13/2025	10/13/2026	*See Description of Ops

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
***Blanket Additional Insured, including Completed Operations, if required by written contract, provided as respects General Liability coverage per form CG2010(04/13) and CG2037(04/13). Blanket Waiver of Subrogation as required by written contract executed by both parties prior to loss per form CG2404 (05/09) "Waiver of Transfer of Rights of Recovery Against Others to Us". General Liability includes Blanket 30 Day Notice of Cancellation as required by written contract form MEIL 1233(11/13). (See Attached Descriptions)**

CERTIFICATE HOLDER Town of Jupiter Utilities 210 Military Trail Jupiter, FL 33458-0000	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 
---	---

DESCRIPTIONS (Continued from Page 1)

Excess Liability policy is follow form.

*Blanket Additional Insured provided as respects the FL Commercial Auto Liability coverage per form 58504(1/15). Blanket Waiver of Subrogation provided as respects the FL Commercial Auto Liability coverage as required by written contract prior to the loss per form 58583(1/15).

Contractors/Transportation/Non-Owned Disposal Site Pollution Limits:

Aggregate: \$2,000,000

Each Occurrence: \$1,000,000

Contractors Pollution Deductible \$5,000

RE: Contract W2405I.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2026

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

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

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois National Ins Co	NAIC # 23817
	INSURER B:	
INSURED ADP TotalSource III, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Amaya Solutions, Inc. DBA American Water Chemicals 1802 Corporate Center Lane PlantCity, FL 33563	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 ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X WC 051656049 FL	07/01/2026	07/01/2027	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Amaya Solutions, Inc. DBA American Water Chemicals paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Amaya Solutions, Inc. DBA American Water Chemicals is an alternate employer under this policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. WAIVER OF SUBROGATION IN FAVOR OF Town of Jupiter AS RESPECTS OF JOB PERFORMED BY Amaya Solutions, Inc. DBA American Water Chemicals AS REQUIRED BY WRITTEN CONTRACT. RE: Contract W24051

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 <i>Jo Phillips</i>

ACORD 25 (2016/03)

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Detail by Entity Name

Foreign Profit Corporation
AMAYA SOLUTIONS, INC.

Filing Information

Document Number F20000003944
FEI/EIN Number 84-4097612
Date Filed 09/11/2020
State DE
Status ACTIVE

Principal Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Mailing Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Registered Agent Name & Address

ALMALKI, MOHANNAD
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Officer/Director Detail

Name & Address

Title DIRP, SEC

ALMALKI, MOHANNAD
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Title CFO

GREINER, RYAN M
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Annual Reports

Report Year	Filed Date
2024	02/05/2024

2025	03/27/2025
2025	04/28/2025

Document Images

04/28/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
03/27/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
02/08/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
06/25/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/18/2021 -- ANNUAL REPORT	View image in PDF format
09/11/2020 -- Foreign Profit	View image in PDF format

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Fictitious Name Detail

Fictitious Name

AMERICAN WATER CHEMICALS

Filing Information

Registration Number G20000119697
Status ACTIVE
Filed Date 09/15/2020
Expiration Date 12/31/2030
Current Owners 1
County HILLSBOROUGH
Total Pages 2
Events Filed 1
FEI/EIN Number 84-4097612

Mailing Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Owner Information

AMAYA SOLUTIONS, INC
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563
FEI/EIN Number: 84-4097612
Document Number: F20000003944

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[Filing History](#)

Submit

State of Florida

Department of State

I certify from the records of this office that AMAYA SOLUTIONS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on September 11, 2020.

The document number of this corporation is F20000003944.

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 February 9, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of June, 2026*




Secretary of State

Tracking Number: 0950251375CU

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

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



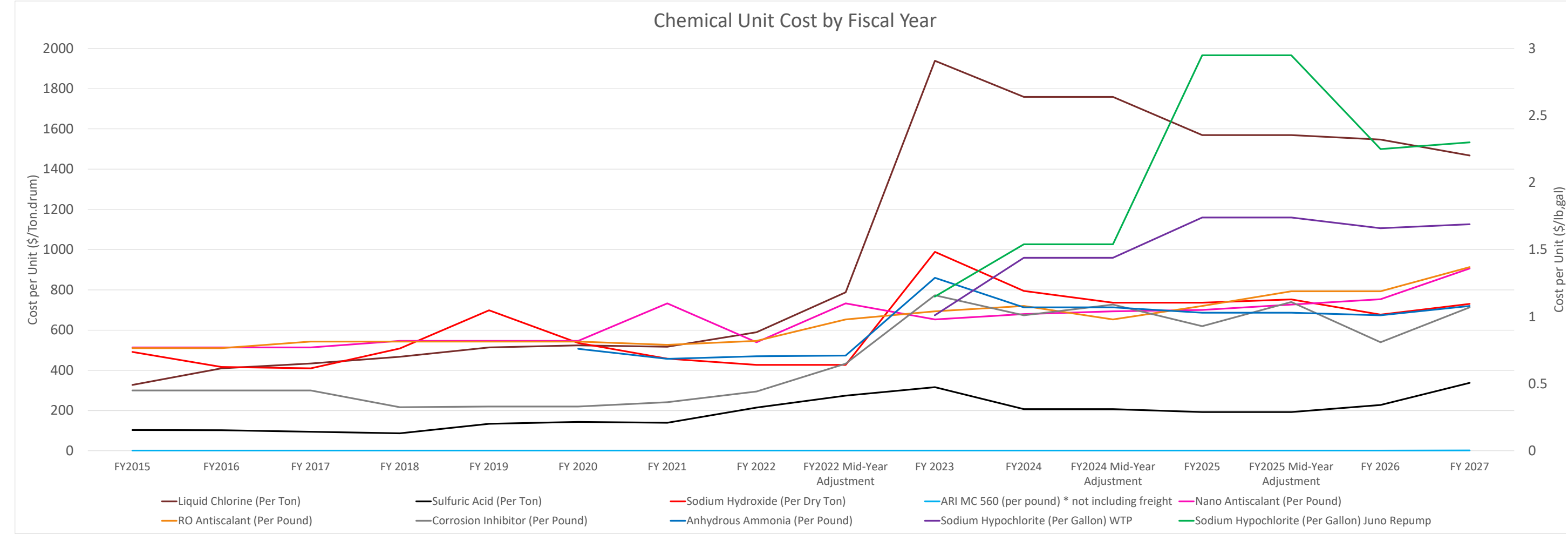
Town of Jupiter Utilities
Contract for Supplying RO & NF Antiscalant (W2706I)

June 23, 2026 11:20am Bid Opening

SUPPLIER		AMAYA SOLUTIONS, INC. (DBA AMERICAN WATER CHEMICALS)				CEDAR CHEM, LLC			
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY*	UNIT	UNIT PRICE	EXTENDED VALUE	ESTIMATED ANNUAL QUANTITY*	UNIT	UNIT PRICE	EXTENDED VALUE
BID ITEMS									
A. Reverse Osmosis (RO) Antiscalant									
1	RO Antiscalant Unit Price	28,173.35	lbs	\$1.31	\$36,907.09	37905.9672	lbs	\$1.24	\$47,003.40
2	Freight (F.O.B. Destination)	28,173.35	lbs	\$0.06	\$1,690.40	37905.9672	lbs	\$0.15	\$5,685.90
Total Bid Unit Price for RO Antiscalant including Freight (F.O.B. Destination) (\$/lb): (Item Nos. 1-2) =				\$1.37	\$38,597.49			\$1.39	\$52,689.30
B. Nanofiltration (NF) Antiscalant									
3	NF Antiscalant Unit Price	20,520.57	lbs	\$1.30	\$26,676.74	46904.1600	lbs	\$1.01	\$47,373.20
4	Freight (F.O.B. Destination)	20,520.57	lbs	\$0.06	\$1,231.23	46904.1600	lbs	\$0.15	\$7,035.62
Total Bid Unit Price for NF Antiscalant including Freight (F.O.B. Destination) (\$/lb): (Item Nos. 3-4) =				\$1.36	\$27,907.98			\$1.16	\$54,408.82
Total Estimated Annual Chemical Cost for RO & NF Antiscalant (F.O.B. Destination): (Item Nos. 1-4) =					\$66,505.47				

*Estimated Annual Quantities are based on the provided calculations for annual feed flow and proposed dosage.

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2022 Mid-Year Adjustment	FY 2023	FY2024	FY2024 Mid-Year Adjustment	FY2025	FY2025 Mid-Year Adjustment	FY 2026	FY 2027	Variance FY2026 to FY2027 Bids	FY26 to FY27 % Change
Liquid Chlorine (Per Ton)	327	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	\$1,569.20	\$1,546.90	\$1,468.00	(\$78.90)	-5.10%
Sulfuric Acid (Per Ton)	103	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	\$193.00	\$228.20	\$338.00	\$109.80	48.12%
Sodium Hydroxide (Per Dry Ton)	492	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	\$752.95	\$677.00	\$730.00	\$53.00	7.83%
Corrosion Inhibitor (Per Pound)	0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	\$1.11	\$0.81	\$1.07	\$0.26	32.10%
RO Antiscalant (Per Pound)	0.765	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$1.19	\$1.19	\$1.37	\$0.18	15.13%
Nano Antiscalant (Per Pound)	0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$1.09	\$1.13	\$1.36	\$0.23	20.35%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	\$1.03	\$1.01	\$1.08	\$0.07	6.93%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$1.74	\$1.66	\$1.69	\$0.03	1.81%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$2.95	\$2.25	\$2.30	\$0.05	2.22%
ARI MC 560 (per pound) * not including freight	\$0.92	\$0.92	\$0.92	\$0.92	\$1.03	\$ 1.03	\$ 1.03	\$ 1.12	\$ 1.18	\$ 1.18	\$ 1.37	\$ 1.47	\$ 1.48	\$1.56	\$1.61	\$1.68	\$0.07	4.35%





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Robert Rounds, Procurement Manager *Robert Rounds*
Date: July 31, 2026
Re: Procurement Review – Resolution 78-26: for the award of Contract
With American Water Chemicals (W2706I)

Upon review of W2706I to award a contract to American Water Chemicals to supply RO antiscalant for a unit price of \$1.37 per pound, and NF antiscalant for a unit price of \$1.36 per pound, I have found that the procurement meets all requirements of F.S. 255.20.

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.

This award complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes.

TOWN OF JUPITER
Mutual Aid Interlocal Agreement with Martin County



DATE	August 18, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution 93-26 , Approving the Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with Martin County.

EXECUTIVE SUMMARY

Staff requests the Town Council approve a Mutual Aid Interlocal Agreement (ILA) for Fire/Rescue assistance with Martin County. If Resolution 93-26 is approved, the Town Manager will be authorized to execute the ILA on the Town's behalf.

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

ANALYSIS

The "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on the basis of mutual advantage. The Town of Jupiter and Martin County find it mutually advantageous and in the public interest to enter into an Interlocal Agreement for mutual fire and emergency medical services (EMS) assistance. Under this agreement, each municipality will be responsible for all costs associated with providing this mutual assistance. If Resolution 93-26 is approved, the Town Manager will be authorized to execute the ILA on the Town's behalf.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Safety

ATTACHMENTS

1. Resolution 93-26 and ILA

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Deputy Chief Stephen Shaw at (954) 605-2837 or 561-741-2459.

RESOLUTION NO. 93-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO ENTER INTO A MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE/RESCUE ASSISTANCE BETWEEN MARTIN COUNTY AND THE TOWN OF JUPITER; PROVIDING FOR AN EFFECTIVE DATE.

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, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Town and Martin County have municipal fire departments with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, the Town and Martin County deem it mutually advantageous to enter into this Agreement providing for mutual aid in times of emergency where the need created may be too great for either Party to deal with unassisted and is agreeable and in the public interest; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE

TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mutual Aid Interlocal Agreement for Fire/Rescue Assistance between the Town of Jupiter and Martin County is hereby accepted in the form attached hereto as Exhibit1.

Section 3. The Town Manager is authorized and directed to execute said contract on behalf of the Town.

Section 4. Upon the acceptance and execution of the contract, the Jupiter Fire Rescue Department shall be responsible for carrying out all responsibilities which have been established therein.

Section 5. This Resolution shall take effect immediately upon its execution.

Exhibit 1

INTERLOCAL AGREEMENT FOR MUTUAL AID FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES BETWEEN MARTIN COUNTY AND TOWN OF JUPITER

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between MARTIN COUNTY (County), a political subdivision of the State of Florida (hereinafter "MCFR"), and the TOWN OF JUPITER, a Florida municipal corporation (hereinafter "Jupiter") (also referred to individually as a "Party" or collectively as the "Parties").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each of the Parties to this Agreement operates a fire rescue department with fire suppression equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency response capabilities; and

WHEREAS, County currently operates a network of stations in southern Martin County—including Station 36 located at 18405 SE County Line Road, Tequesta, Florida, which is located on the Martin County / Palm Beach County jurisdictional boundary; and

WHEREAS, County's Station 36 may be called upon to assist in emergency incidents within or adjacent to Jupiter's service area; and

WHEREAS, Jupiter's fire department (JFRD) will commence full operations on October 1, 2026, with initial staffing and resources appropriate to its projected service obligations within the Town of Jupiter; and

WHEREAS, the Parties have determined that it is mutually advantageous to enter into this Agreement providing for mutual aid assistance in times of emergency where the need may be too great for either Party to address without the assistance of the other Party, and that such mutual aid assistance is in the public interest; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the mutual benefit flowing from each to the other, County and Jupiter hereby agree as follows:

1. MUTUAL AID — SCOPE, STRUCTURE, AND LIMITATIONS

A. Mutual Aid Only On Request

This Agreement establishes a mutual aid relationship between the Parties on a request-only basis. Mutual aid under this Agreement is initiated by a specific request from the requesting Party for a specific incident. It does not create any standing or pre-arranged automatic dispatch obligation. For purposes of clarity, Mutual Aid means request-based assistance, initiated by an express request from the requesting Party's

Incident Commander, Fire Chief, or designee, Deputy or Assistant Fire Chief, or authorized dispatch communication center.

B. Covered Services

Mutual aid services to be provided by request includes fire suppression, emergency medical services, and technical rescue operations. The Parties may, by written agreement of their respective Fire Chiefs, define specific call types eligible for mutual aid response; however, any expansion of covered services beyond those enumerated in this Agreement shall require an amendment to this Agreement pursuant to Section H.

C. Geographic Scope and Jurisdictional Boundaries

Mutual aid responses under this Agreement shall be directed to incidents within the requesting Party's primary jurisdictional service area. The primary interface zone between the Parties is the Martin County / Palm Beach County jurisdictional boundary, anchored by MCFR Station 36 at 18405 SE County Line Road, Tequesta, Florida, and JFRD's stations serving northern and inland Jupiter.

Corridor Exclusion: Notwithstanding the foregoing, this Agreement does not create any obligation on either Party to cover the I-95 corridor between mile markers 87 and 96 or the Florida Turnpike corridor between mile markers 116 and 120 unless and until JFRD's full corridor coverage obligations with Palm Beach County Fire Rescue have been finalized and documented. Until that transition is complete, responses to those corridor segments remain subject to the Parties' individual discretion on a case-by-case mutual aid basis only.

2. REQUEST FOR AID AND RESPONSE PROCEDURES

A. Request for Aid

Emergency mutual aid shall be provided when properly requested, unless the responding Party declines to respond in accordance with C, below. The Party requesting mutual aid shall provide the following information at the time the request is made:

- i. The general nature, type, and location of the emergency.
- ii. The type and quantity of equipment and/or personnel needed; and
- iii. The name and rank of the person making the request.

All requests shall be directed through Palm Beach County's emergency dispatch communications center, the Northern Municipal Regional Communications Center (NorthCom), or Martin County's emergency communications center, as applicable to the incident location. The following officials are authorized to request mutual aid under this Agreement: the respective Fire Chiefs or designees, Assistant or Deputy Fire Chiefs, Incident Commanders, the Martin County Administrator or designees, and the Town Manager of Jupiter or designees.

B. Command Authority

In the event of an emergency requiring mutual aid, the Fire Chief of the jurisdiction in which the incident is located, or in his/her absence, the Assistant or Deputy Fire Chief, or the Incident Commander of that jurisdiction, shall direct scene activities. Responding personnel shall always remain under the command of their own agency's officers. Each Party retains control over its personnel's performance, discipline, standards, and all matters incidental to the rendition of services.

C. Ability to Respond / Right to Decline

Either Party may refuse to respond to a request for mutual aid in the event it does not have the required equipment or personnel available, or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. The decision to decline a request under this provision is final and shall not constitute a breach of this Agreement.

Notwithstanding any other provision herein, the Parties understand and agree that this Agreement is not intended to subsidize the normal day-to-day operations or chronic shortages in personnel or equipment of the other Party. Mutual aid hereunder is intended to address extraordinary emergency conditions, not routine coverage deficiencies.

3. EMPLOYEES AND REPRESENTATIVES

A. Contract Representatives

MCFR's representative and Contract Monitor during the performance of this Agreement shall be the Martin County Fire Chief, or designee, Martin County Fire Rescue, 800 SE Monterey Road, Stuart, Florida 34994.

JFRD's representative and Contract Monitor during the performance of this Agreement shall be the Jupiter Fire Rescue Department Fire Chief, or designee, Jupiter Fire Rescue Department, 210 Military Trail, Jupiter, Florida 33458.

B. Personnel Scope of Duties

No personnel of either Party shall perform any function or service not within that personnel's defined scope of duties as established by their employing agency.

C. Personnel Rights and Benefits

No personnel, employee, officer, or agent of either Party shall, in connection with this Agreement or the performance of services hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise, except through and against the entity by whom they are employed. No personnel of either Party shall be deemed personnel of the other for any purpose during the performance of services hereunder.

4. REMUNERATION

The Party rendering mutual aid shall be responsible for all costs associated with providing services under this Agreement. The rendering Party may request reimbursement for expenditures of goods or services directly from the persons or entities

responsible for the incident at its sole discretion. The rendering Party providing emergency medical transport services may seek reimbursement from the patient in accordance with applicable fee schedules and Federal Medicare guidelines. All Protected Health Information ("PHI") and Electronic Protected Health Information ("e-PHI") shall be handled in strict compliance with HIPAA and applicable regulations. No PHI shall be disclosed to the requesting Party except as expressly permitted by law.

5. EFFECTIVE DATE; TERM; RENEWAL

This Agreement shall take effect upon execution by both Parties' governing bodies and shall continue in perpetuity until cancelled by either party after the cancelling Party provides a minimum of 90 days' notice. Any notice to cancel shall be in writing in accordance with the notice provisions of 9. C.

6. HIPAA COMPLIANCE

Both Parties acknowledge and agree that their respective fire rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and are bound by its provisions, including the privacy and security rules, as may be amended. Should any provision of this Agreement be determined inconsistent with HIPAA requirements, the Parties shall promptly amend such provision as necessary.

7. LIABILITY AND INDEMNIFICATION

A. No Assumption of Liability

Neither Party to this Agreement, nor their respective personnel, shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either Party.

B. Liability for Personnel and Equipment

All privileges and immunities from liability, exemptions from law, ordinance, and rules, and all pension, relief, disability, workers' compensation, and other benefits applicable to the activity of personnel when performing functions within their home jurisdictions shall apply to the same degree extraterritorially.

Liability for injury to personnel and for loss or damage to equipment shall be borne by the Party employing such personnel and owning or possessing such equipment.

Each Party shall be liable for its own actions and negligence.

The foregoing shall not constitute a waiver of sovereign immunity beyond the limits outlined in Section 768.28, Florida Statutes, nor shall it be construed as an agreement by either Party to indemnify the other for such other Party's negligent, willful, or intentional acts or omissions.

8. CONFLICT RESOLUTION

A. Dispute Resolution

Disputes under this Agreement may be resolved by the County's Authorized Representatives and the City's Authorized Representatives. Notwithstanding the

provisions of Chapter 164, Florida Statutes, the parties agree that if such Authorized Representatives are unable to reach a resolution, the parties shall first select a mutually acceptable mediator to conduct a mediation of the issues involved. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

B. Governing Law; Venue

This Agreement shall be construed and governed by the laws of the state of Florida, with venue in Palm Beach or Martin County, Florida.

C. Notice of Suits

Each Party agrees to notify the other of any claim or the initiation of any legal proceeding that relates in any manner to services provided under this Agreement. Each Party shall cooperate with the other in the defense of any suit or action arising out of or related to services rendered under this Agreement.

9. GENERAL CONTRACT TERMS

A. Equal Opportunity

Each Party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the public benefiting from services hereunder will be treated equally without regard to race, color, sex, sexual orientation, pregnancy, religion, disability, age, marital status, national origin, or ancestry.

B. Annual Appropriations

Each Party's performance and obligation under this Agreement is contingent upon annual budgetary appropriation by its respective governing body.

C. Notices

All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and addressed as follows:

County:

Fire Chief, Martin County Fire Rescue
800 SE Monterey Road, Stuart, Florida 34994

With a copy to:

County Attorney, Martin County, 2401 SE Monterey Road, Stuart, Florida 34996

Jupiter:

Fire Chief, Jupiter Fire Rescue Department
210 Military Trail, Jupiter, Florida 33458

With a copy to:

Town Attorney, Town of Jupiter, 210 Military Trail, Jupiter, Florida 33458

D. Records

The County and Jupiter shall maintain records associated with the Agreement, including, but not limited to, all accounts, financial and technical records, research, or reports in accordance with Florida law. The Parties shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement. Failure to comply shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, either Party shall give notice as is practicable to the other that such disclosure is required. If either Party asserts any exemptions to disclosure pursuant to Florida's public record laws, that Party has the burden of establishing and defending the exemption.

E. Assignment of Rights

Neither Party shall assign, transfer, or convey, in whole or in part, its rights, duties, or obligations under this Agreement without the prior written consent of the other.

F. No Transfer of Powers

Nothing in this Agreement shall be construed to constitute a transfer of powers in any way. This Agreement is solely an interlocal agreement to provide services authorized by Chapter 163, Florida Statutes. Each Party's governing authority retains all legislative authority concerning its respective governing body.

G. Governing Body Approval Required for Expansion

Consistent with the amendment-formality requirements of Section 163.01, Florida Statutes, no provision of this Agreement shall be construed to authorize either Party's Fire Chief, or any other administrative officer, to expand the operational scope, geographic coverage, or service type obligations of this Agreement without prior approval of the governing body of each Party. Any such expansion requires a formal written amendment executed with the same formality as this Agreement and filed with the Clerks of the Circuit Courts of both Martin County and Palm Beach County.

H. Modification and Amendment

No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity as this Agreement and approved by the governing body of each Party.

I. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions, which shall remain in full force and effect.

J. Survivability

Any provision of this Agreement that by its nature imposes an obligation or right extending beyond the term of this Agreement shall survive expiration or earlier termination.

K. Dual-County Filing

This Agreement shall be signed by both Parties and filed for record with the Clerk of the Circuit Court of Martin County and the Clerk of the Circuit Court of Palm Beach County, pursuant to Section 163.01, Florida Statutes.

L. Captions

Section captions and designations are for convenience only and shall have no substantive meaning.

M. No Third-Party Beneficiaries

None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to any person or entity other than the Parties to this Agreement.

N. Joint Preparation

This Agreement has been prepared jointly by the Parties, and the resulting document shall not be construed more severely against either Party.

O. Entirety of Agreement

This Agreement represents the Parties' entire understanding regarding mutual fire/rescue aid and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to this subject matter.

P. E-Verify

Each Party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each Party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired employees. If either Party has a good faith belief that the other Party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said Party shall terminate this Agreement with the violating Party.

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IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY

ATTEST:

TOWN OF JUPITER

MERRIANE LAHMEUR
TOWN CLERK

FRANK KITZEROW, TOWN MANAGER

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

THOMAS J. BAIRD, TOWN ATTORNEY

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