

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
TUESDAY, JULY 21, 2026, 10:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD
SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING**

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

1. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of SMRU Board Meeting of May 18, 2026

Category B- Other Informational Materials (No Action Required)

- a. Fixed Assets Disposal
- b. FY 25/26 SMRU Budget Status and Balance Sheet – Period Ending June 2026

ADMINISTRATIVE AGENDA

2. Director's Report
3. Draft Fiscal Year 2026-2027 Budget Presentation

SMRU BOARD ACTION ITEMS

4. Piggyback Agreement with Lawrence Lee Construction Services – Construction Services
5. Piggyback Agreement with Raftelis Financial Consultants – Utility Financial Consultants
6. Contract Renewal with Florida Detroit Diesel – Generator Maintenance & Repair
7. Contract Renewal with Stuart Plumbing – Sewer Main Cleaning and Repair Services
8. Piggyback Agreement with Bismark Electrical – Industrial Electrical Services
9. Piggyback Agreement with Kirchman Construction Company – General Contracting
10. Piggyback Agreement with Gulf Coast Underground – Sanitary Sewer Line and Manhole Rehabilitation
11. Piggyback Agreement with Precision Contracting Services – Fiber Optic Networking Cable
12. Piggyback Agreement with Tripp Electric Motors – Electric Motor Repair & Rehabilitation
13. Contract Renewal with PACE Analytical Services, LLC – Analytical Laboratory Services
14. Contract Renewal & Spending Approval with Infosend – Mailing Services for Utility Billing

15. Contract Renewal and Spending Approval with Synagro South – Biosolids Dewatering & Hauling
16. Spending Authorization for Glover Oil - Gasoline & Diesel

** No advanced materials provided*

(QJ) Denotes a quasi-judicial matter or public hearing

Note that time allotments, where indicated, represent anticipated discussion timeframes intended to support the efficient flow of the meeting, and are not intended to establish a time-certain for any specific agenda item.

TOWN COMMISSION / SMRU BOARD

Anne Scott, Mayor

Joseph Taddeo, Vice Mayor

Marshall Field VI, Commissioner

Patricia Warner, Commissioner

Maria Bayazid, Commissioner

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo

SMRU Attorney, Phillip Gildan

SMRU Director, Matthew Hammond, P.E.

SMRU Executive Assistant, Sabrina Fahrner

TOWN VISION

The Town of Jupiter Island is a barrier island community, between the Indian River Lagoon and the Atlantic Ocean, where the beauty of nature will always dominate the presence of man. Our vision for the future is illustrated by the traditions of the past, formed by a community of caring individuals who, with imagination and heart, have combined the island's beautiful gifts of nature with those of tradition and family. Inherent in the character of the Town are tranquility, seclusion and safety. The residents of Jupiter Island will faithfully endeavor to preserve and nurture their unique community for all future generations

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he 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. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

MINUTES
SOUTH MARTIN REGIONAL UTILITY MEETING
MONDAY, MAY 18, 2026
JUPITER ISLAND TOWN HALL
10:00 am

Called to Order: 10:00

Town Commission

Penny Townsend, Mayor
Anne Scott, Vice Mayor
Joe Taddeo, Commissioner – *arrived late: at 10:13 am*
Marshall Fiedl, Commissioner
Patsy Warner, Commissioner

Also Present:

Robert Garlo, Town Manager
Matthew Hammond, P.E., Utilities Director
Phil Gildan, SMRU Attorney
Sabrina Fahrer, SMRU Executive Assistant

CONSENT AGENDA

1. Consent Agenda

Category A – To be reviewed and approved (or amended) by the SMRU Board

- a. Minutes of SMRU Board Meeting of March 24, 2026

Category B – Other Information Materials (No Action Required)

- b. Fixed Assets Disposal
- c. FY 25/26 SMRU Budget Status and Balance Sheet – Period Ending April 2026

Motion to Approve Consent Agenda: Vice Mayor Scott

Second: Field

Carried: 5-0

ADMINISTRATIVE AGENDA

2. Director's Report

No action required.

SMRU BOARD ACTION ITEMS

3. Work Authorization No. 1 with G3 Contracting, Inc. – Water Treatment Plant Repairs

Discussion: Staff requested that the SMRU Board approve Work Authorization No. 1 with G3 Contracting in amount of \$105,000.00 for utility repair and maintenance services including painting, repairs and maintenance of the clearwell and degassifier at the South Water Treatment Plant and other minor as-needed repair and replacement projects and authorize the Mayor to execute the Work Authorization.

Motion to Approve Authorization No. 1 with G3 Contracting: Vice Mayor Scott
Second: Commissioner Taddeo
Carried: 5-0

4. Work Authorization No. 2 with G3 Contracting, Inc. – Wastewater Treatment Plant Clarifier No. 3 & No. 4 Installation

Discussion: Staff requested that the SMRU Board approve Work Authorization No. 2 with G3 Contracting in the amount of \$115,280.00 and authorize the Mayor to execute the Work Authorization for installation and start up of the purchased components for Clarifier No. 3 and No. 4.

Motion to Approve Work Authorization No. 2 with G3 Contracting: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

5. Work Authorization No. 64 with Holtz Consulting Engineers – South Water Treatment Plant Point-of-Entry Flow Meter Piping Replacement

Discussion: Staff requested that the Town Commission approve Work Authorization No. 64 with Holtz Consulting Engineers in amount of \$37,805.00 and authorize the Mayor to execute the Work Authorization for the engineering design and permitting services for the SWTP Plant Point-of-Entry Flow Meter Piping Replacement.

Motion to Approve Work Authorization No. 64 with Holtz Consulting Engineers: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

6. Change Order No. 2 to Service Agreement 2025-09 with Aqueous Vets, LLC – PFAS Pilot Testing Equipment Rental Extension

Discussion: Staff requested approval of Change Order No. 2 to the purchase order with AqueousVets, LLC in the amount of \$7,600.00 for continued PFAS pilot testing during Fiscal Year 2025-26.

Motion to Approve Change Order No. 2 to Service Agreement 2025-09 with Aqueous Vets, LLC: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

7. Invitation to Bid 2026-03 – Security System Camera Improvements*

Discussion: Staff recommended that all bids be rejected, the scope of the project be revised, and the ITB be re-advertised at a later date.

Motion to Reject all ITB BID 2026-03 Security System Camera Improvements: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

8. Emergency Spending Authorization with Odyssey Manufacturing Company – South Water Treatment Plant Chlorine Tank Replacement

Discussion: Staff requested approval of the spending authorization and emergency purchase order with Odyssey Manufacturing Co., in the amount of \$131,112.00 for the replacement of the sodium hypochlorite bulk storage tanks at the SWTP during Fiscal Year 2025-26.

Motion to Approve Emergency Spending with Odyssey Manufacturing Company: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

9. Piggyback Agreement with H2 Environ Solutions, LLC – Industrial Maintenance and Repair Services

Discussion: Staff requests that the SMRU Board approve the piggyback agreement with H2 Enviro Solutions for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback Agreement with H2 Enviro Solutions, LLC: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

10. Piggyback Agreement & Spending Authorization with Caterpillar, Inc. – Generator Maintenance & Repair Services

Discussion: Staff requested that the SMRU Board approve the piggyback agreement with Caterpillar for generator maintenance and repair through November 22, 2026, authorize the Mayor to sign the agreement, and authorize spending approval in the amount of \$60,000.00.

Motion to Approve Piggyback Agreement & Spending Authorization with Caterpillar, Inc: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

11. Spending Authorization with Alan Jay Fleet Services – Light-Duty Truck Purchases

Discussion: SMRU staff requested that the SMRU Board approve spending authorization for purchase of one compact pickup and one half ton pickup for a total price of \$86,229.00 via the Sourcewell Contract from Alan

Jay Feet Sales.

Motion to Approve Spending Authorization with Alan Jay Fleet Services: Vice Mayor Scott

Second: Commissioner Field

Carried: 5-0

12. Spending Authorization with Fluid Control Specialties, LLC – Flow Meter & Instrumentation Purchases

Discussion: Staff requested spending authorization with Fluid Control Specialties in the amount of \$70,000.00 for the purchase of flow meter and instrumentation equipment during Fiscal Year 2025-26.

Motion to Approve Spending Authorization with Fluid Control Specialties: Vice Mayor Scott

Second: Commissioner Field

Carried: 5-0

13. Spending Authorization Electrical & Mechanical Maintenance, Inc. – Pump & Motor Rehabilitation

Discussion: Staff requests spending authorization with Electrical & Mechanical Maintenance Inc., in the amount of \$130,000.00 for electric motor, pump and blower repair services during Fiscal Year 2025-26.

Motion to Approve Spending Authorization with Electrical & Mechanical Maintenance, Inc: Vice Mayor Scott

Second: Commissioner Taddeo

Carried: 5-0

14. Other Items*

No additional items or actions.

** No advance Materials provided*

Meeting Adjourned: 10:52 am

Attested by:

Sabrina Fahrer, SMRU Commission Meeting Secretary

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he 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. Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0100.



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 1.b.

To: Mayor & Town Commission
Through: Matthew Hammond, PE – SMRU Director
Matthew Pazanski – Finance/HR Director
CC: Kimberly Kogos – Town Clerk

From: Linda Haggerty – SMRU Finance Manager

RE: Fixed Asset Disposal

Date: July 21, 2026

Executive Summary:

In accordance with the Town of Jupiter Island's Accounting Policy and Procedure Manual and Florida Statute 274.07, authority for the disposal of property shall be recorded in the minutes of the governmental unit. Property is defined as fixtures and other tangible personal property of a non-consumable nature.

Attached is a listing of items that have been identified as obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function or lost /stolen or unidentifiable. Upon receiving authority for disposal, these assets will be disposed of in accordance with established Town policies and procedures. Disposals will be recorded as required for auditing purposes.

Approved methods of disposal include public auction, donation, or scrapping, as appropriate.

Recommendation Action:

Approval to remove the attached list of assets from the SMRU Asset Listing.

South Martin Regional Utility
Asset/Inventory Disposal Listing
July 21, 2026

ASSET INFORMATION

Date Added	Location	Asset/Inventory/ Surplus	Asset ID#	Quantity	Description #1	Description #2	Manufacturer	Model #	Serial #	Estimated Salvage Value	Trade In Value	Commission Approved
4/29/26	COLLE	ASSET	422538	1	A26-94, PUMP #2	MACARTHUR GOLF	HYDROMATIC	S2HRC300M3-2	S20959	\$ 5.00		
4/29/26	COLLE	ASSET	422040	1	B16-40, PUMP #2	CAMBRIDGE	HYDROMATIC	S2HRC300M2-2	528727	\$ 5.00		
4/30/26	DISTR	ASSET	N/A	17	¾" brass water meters		Precision/Invensys/Neptune	none	Multi	\$ 102.00		
4/30/26	DISTR	ASSET	N/A	1	1" brass water meters		Precision/Invensys/Neptune	none	Multi	\$ 6.00		
4/30/26	DISTR	ASSET	N/A	1	3" brass water meters		Precision/Invensys/Neptune	none	Multi	\$ 6.00		
5/1/26	MACH	ASSET	423463	1	ICE MAKER		COSTWAY			\$ 5.00		
5/13/26	DISTR	ASSET	410524	12	HYDRANTS		VARIED			\$ 100.00		
5/31/26	DISTR	ASSET	N/A	6	¾" brass water meters		Precision/Invensys/Neptune	none	Multi	\$ 36.00		
5/31/26	DISTR	ASSET	N/A	2	1" brass water meters		Precision/Invensys/Neptune	none	Multi	\$ 12.00		
5/31/26	DISTR	ASSET	N/A	1	1½" brass water meter		Precision/Invensys/Neptune	none	Multi	\$ 6.00		
5/31/26	DISTR	ASSET	N/A	1	2" brass water meter		Precision/Invensys	none	Multi	\$ 6.00		
5/31/26	DISTR	ASSET	N/A	1	3" brass water meters		Precision/Invensys/Neptune	none	Multi	\$ 6.00		
6/9/26	SWTP	ASSET	422322	1	BLOWER CONDUIT		N/A	N/A	N/A	\$-		
6/9/26	SWTP	ASSET	422433	1	PH ANALYZER/CONDUIT		N/A	N/A	N/A	\$ 5.00		
6/9/26	NWTP	ASSET	422847	1	AIR COMPRESSOR PUMP		CHAMPION	BVASS	N/A	\$ 5.00		
6/9/26	SWTP	ASSET	423037	1	CONTROLLER		HACH	SC200	1912CO207065	\$ 5.00		
6/9/26	SWTP	ASSET	422427	1	BOBCAT UTILITY VEHICLE		BOBCAT	3400		\$ 200.00		
6/9/26	SWTP	ASSET	421670	1	PH/ORP ANALYZER		HACH	SC200	N/A	\$ 5.00		
6/9/26	SWTP	ASSET	421303	1	EMERGENCY EXIT SIGNS		N/A	N/A	N/A	\$-		
6/9/26	SWTP	ASSET	422767	1	PH ANALYZER/CONTROLLER		MILTON ROY	MRA15E245XCPPNNNNY	04392376-1	\$ 5.00		
6/9/26	SWTP	ASSET	422768	1	PH ANALYZER/CONTROLLER		MILTON ROY	MRA11F245XCPPNNNNY	04392377-1	\$ 5.00		
6/23/26	WWTP	ASSET	411994	1	LANDSCAPING AROUND PLANT		N/A	N/A	N/A	\$ -		
6/23/26	WWTP	ASSET	421588	1	LANDSCAPING AROUND PLANT		N/A	N/A	N/A	\$ -		
6/23/26	TALLEY	ASSET	421400	1	LANDSCAPING AROUND TALLEY HOUSE		N/A	N/A	N/A	\$ -		



MEMORANDUM

TO: Town of Jupiter Island, Commission (SMRU Board)
THROUGH: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director
DATE: July 13, 2026
SUBJECT: SMRU Interim Monthly Financial Report - June 30, 2026

Discussion

Attached are the month ending June 30, 2026, interim financial reports including the year-to-date revenue and expense reports, balance sheet and schedule of bond coverage.

Overall, the year-to-date revenues are strong at 92%, as noted in the attached reports. The revenue report provides the following details:

- Water and Wastewater revenues at 84% and 78%, respectively are in line with expectations;
- Other Services revenues (\$1,035,281 – 145%) mainly include: Irrigation Quality (IQ) water, Fire Protection, and Accrued Guaranteed Revenue Fees (AGRF), with AGRF collections trending well above current year budget as new connections are strong.
- Misc. Revenues/Investment Income (\$1,381,119 – 251%) mainly consists of investment income that is above expectations as the interest rate environment has continued to be favorable and donations for a generator and lift station improvements.
- Connection Fees \$764,257 – 695% as referenced earlier, have trended higher this year.
- Transfer from Debt Service – \$763,432 is an internal transfer of debt service payments and investment of idle funds.

Overall, the year-to-date personnel and operating expenses are as projected at 69% with a target near 75%, as noted on the expense report.

- Capital Fund (402) accounts for septic to sewer conversions and is dependent on customer driven activity and desire or need to convert, this activity is currently low at \$28,990 – 6%.
- Capital Fund (406 & 407) accounts for capital expansion projects in water and wastewater with a current year budget of \$1,110,000, this activity will pick up next fiscal year.
- Renewal & Replacement Fund (403) accounts for projects generally focused on upgrading or replacing aging, damaged, or obsolete infrastructure, currently at \$1,076,127 – 17%, with several projects underway, and projected to be completed before year end.
- Debt Service Fund (404) accounts for required debt service payments to the three (3) outstanding debt obligations, current year payments are complete at \$1,968,342 – 100%.
- Total current expenses are \$10,657,276 – 51%.

The balance sheet identifies Unrestricted cash and investments of approximately \$35 million, and Net Assets at \$61,109,943. Total assets balance total liabilities and fund balance at \$103,190,382.

The current period schedule of bond coverage evaluates year-to-date solvency by mapping operating cash flows directly against active debt liabilities. Debt service coverage ratios reached 2.6 and 3.0, comfortably exceeding the covenanted requirements of 1.10 and 1.20.

SOUTH MARTIN REGIONAL UTILITY
INTERIM YTD BUDGET FY 2026

Account Description	FY 2026 Adopted Budget	2024-2025 Prior Year to Date 6/30/2025	2025-2026 Year to Date 6/30/2026	YTD 75% Target
Revenue				
Water Revenues	\$8,578,713	\$7,147,366	\$7,227,970	84%
Wastewater Revenue	\$3,921,654	\$2,960,473	\$3,047,804	78%
Other Services	\$716,338	\$856,854	\$1,035,281	145%
Grants and Donations	\$0	\$950,911	\$0	0%
Misc. Revenues/Investment Income	\$550,000	\$1,348,801	\$1,381,119	251%
Total Operating Revenues	\$13,766,705	\$13,264,404	\$12,692,173	92%
Connection Fees	\$110,000	\$496,394	\$764,257	695%
Contribution in Aid of Construction	\$500,000	\$122,430	\$0	0%
Transfer From Prior Yr Budget	\$5,428,217	\$0	\$0	0%
Transfer from Reserves	\$0	\$0	\$0	0%
Connection Fee Reserves	\$1,000,000	\$0	\$0	0%
Transfer from Debt Service	\$0	\$357,810	\$763,432	0%
Total Revenues	\$20,804,922	\$14,241,038	\$14,219,862	68%
Expenses				
Payroll	\$3,526,471	\$2,297,765	\$2,476,533	70%
Pension	\$477,825	\$33,188	\$205,155	43%
Benefits	\$1,048,591	\$738,093	\$780,922	74%
Total Personnel	\$5,052,887	\$3,069,046	\$3,462,610	69%
Total Operating	\$5,933,083	\$3,635,425	\$4,121,207	69%
Total Personnel and Operating	\$10,985,970	\$6,704,471	\$7,583,817	69%
Capital Fund (402)	\$500,000	\$121,727	\$28,990	6%
Capital Fund (406 & 407)	\$1,110,000	\$0	\$0	0%
Renewal & Replacement Fund (403)	\$6,240,052	\$1,974,306	\$1,076,127	17%
Debt Service Fund (404)	\$1,968,900	\$1,391,055	\$1,968,342	100%
Transfer from O&M (403, 404 Net)		\$0	\$0	
Total Non - Operating	\$9,818,952	\$3,487,088	\$3,073,459	31%
Total Expenses	\$20,804,922	\$10,191,559	\$10,657,276	51%
Total +/-	\$0	\$4,049,480	\$3,562,586	

TOWN OF JUPITER ISLAND - SMRU
INTERIM BALANCE SHEET
Period Ending 6/30/2026

GL Number	Description	Balance
Fund 401 - UTILITY OPERATIONS/MAINT FUND		
*** Assets ***		
401-000-101.000	CASH IN BANK-SEACOAST NATIONA	2,927,521.27
401-000-101.152	INVESTMENT POOL	20,542,534.78
401-000-101.154	INVESTMENT- FL PALM	516,546.25
401-000-101.155	INVESTMENT-SBA	8,888,422.01
401-000-101.158	INVESTMENT	2,795,426.88
401-000-102.001	PETTY CASH	300.00
401-000-102.002	CHANGE FUND	650.00
401-000-115.000	ACCOUNTS RECEIVABLE	8,660.63
401-000-115.401	ACCOUNTS REC-UTILITY BILLING	1,019,570.96
401-000-117.000	ALLOWANCE FOR UNCOLLECTIBLE A	(74,550.05)
401-000-121.000	ASSESSMENTS	246,171.18
401-000-125.121	ASSESSMENT INTEREST RECEIVABL	3,300.02
401-000-131.403	DUE FROM R&R	27,003.91
401-000-131.606	DUE FROM CHRISTMAS FUND	22.50
401-000-141.001	INVENTORY	393,728.62
401-000-154.003	DEFERRED LOSS-2006 REFUNDING	93,629.25
401-000-154.010	DEFERRED OUTFLOWS	76,244.00
401-000-155.000	PREPAID ITEMS	23,546.65
401-000-161.901	LAND-WATER SYSTEM	14,303,500.00
401-000-161.902	LAND-WASTE WATER SYSTEM	86,677.00
401-000-162.901	BUILDINGS-WATER	6,825,113.23
401-000-162.902	BUILDINGS-WASTE WATER	5,073,567.56
401-000-162.903	BUILDINGS-GENERAL	379,617.02
401-000-164.901	WATER DISTRIBUTION SYSTEM	36,461,577.60
401-000-164.902	WASTE WATER COLLECTION SYSTEM	28,208,366.65
401-000-164.903	WELLS	6,158,866.37
401-000-165.901	ACCUM DEP-WATER	(24,668,331.77)
401-000-165.902	ACCUM DEP-WASTE WATER	(18,128,044.85)
401-000-166.900	FURNITURE, FIXTURES& EQUIPMEN	4,647,079.57
401-000-166.901	EQUIPMENT-WATER	3,028,702.96
401-000-166.902	EQUIPMENT-WASTE WATER	4,015,734.20
401-000-167.900	A/D-FURNITURE, FIX., & EQUIP.	(2,900,736.23)
401-000-169.900	CONSTRUCTION WORK IN PROGRESS	2,209,964.04
	Total Assets	<u>\$ 103,190,382.21</u>
*** Liabilities ***		
401-000-202.000	ACCOUNTS PAYABLE	301,843.32
401-000-210.000	COMPENSATED ABSENCES	324,782.25
401-000-223.001	DEFERRED INFLOWS	128,220.00
401-000-224.903	UTILITY BOND PREMIUM	704,068.60
401-000-229.001	OVERPAYMENTS	32.98
401-000-232.902	UTILITY BOND PAYABLE 2020	25,440,000.00
401-000-237.001	OPEB LIABILITY	209,859.00
401-000-239.904	NOTE PAYABLE - BOA	9,361,468.24
401-000-239.905	NOTE PAYABLE - BOA	833,429.90
	Total Liabilities	<u>37,303,704.29</u>
*** Fund Balance ***		
401-000-276.000	NET ASSETS	61,109,943.21
401-000-276.000	<u>Net of Revenues VS Expenditures - Current Year</u>	<u>4,776,734.71</u>
	Total Fund Balance	<u>65,886,677.92</u>
	<u>Total Liabilities And Fund Balance</u>	<u>\$ 103,190,382.21</u>

Schedule of Bond Coverage 2026

	FY 2026 Adopted Budget	Prior YTD 6/30/2025	YTD 6/30/2026
Operating Revenue			
Water Revenues	\$8,578,713	\$7,147,366	\$7,227,970
Waste Water Revenue	\$3,921,654	\$2,960,473	\$3,047,804
Other Services	\$716,338	\$856,854	\$1,035,281
Miscellaneous Revenues	\$550,000	\$1,348,801	\$1,381,119
Total Operating Revenues	\$13,766,705	\$12,313,493	\$12,692,173
Operating Expenses			
Payroll	\$3,526,471	\$2,297,765	\$2,476,533
Pension	\$477,825	\$33,188	\$205,155
Benefits	\$1,048,591	\$738,093	\$780,922
Total Personnel	\$5,052,887	\$3,069,046	\$3,462,610
Total Operating	\$5,933,083	\$3,635,425	\$4,121,207
Total Personnel and Operating Expenses	\$10,985,970	\$6,704,471	\$7,583,817
Net revenue available for debt service before connection fees	\$2,780,735	\$5,609,022	\$5,108,356
Connection Fees	\$110,000	\$496,394	\$764,257
Net revenue available for debt service including connection fees	\$2,890,735	\$6,105,416	\$5,872,613
Scheduled Debt Service	\$1,968,900	\$1,391,055	\$1,968,342
Debt service coverage before connection fees	1.4	4.0	2.6
Minimum required coverage 1.10			
Debt service coverage including connection fees	1.5	4.4	3.0
Minimum required coverage 1.20			



SOUTH MARTIN REGIONAL UTILITY

MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Directors Report – May & June 2026
Date: July 21, 2026

Water – Attachment 1

Total potable water production peaked at 5.99 million gallons per day (MGD), which is 74% of the total permitted capacity and ~94% of the total operational capacity of the water plants. Monthly groundwater withdrawals from the surficial aquifer and Upper Floridan aquifers were 123.8 million gallons (MG) (71% of permitted capacity) and 61.7 MG (32% of permitted capacity) respectively. Detailed water production charts are provided in Attachment 1.

Total System Production

Month	Current	Prior Year	5-Year Average	% Capacity
May	5.99	6.08	5.26	74%
June	5.87	5.83		72%

Groundwater Withdrawals

- Surficial Aquifer

Month	Current	Prior Year	5-Year Average	% Capacity
May	123.8	115.8	98.2	71%
June	115.4	101.8		67%

- Floridan Aquifer

Month	Current	Prior Year	5-Year Average	% Capacity
May	61.7	65.4	54.5	32%
June	59.3	55.5		30%

Wastewater – Attachment 2

Treated wastewater peaked at a monthly average of 0.833 MGD with a rolling annual average of 0.877 MGD (63% of the permitted plant capacity). The maximum average monthly flow delivered to reclaimed water customers was 0.69 MGD while effluent disposed via the rapid infiltration basins peaked at 0.213 MGD. Detailed wastewater treatment charts are provided in Attachment 2.

Treatment

Month	Current	Prior Year	5-Year Average	% Capacity
May	0.833	0.798	0.851	60%
June	0.751	0.799		54%

Disposal

- Reclaimed Water Customers

Month	Current	Prior Year	5-Year Average	% Capacity
May	0.663	0.911	0.819	41%
June	0.690	0.803		43%

- Rapid Infiltration Basin Disposal

Month	Current	Prior Year	5-Year Average	% Capacity
May	0.213	0.041	0.05	36%
June	0.074	0.093		12%

Customer Service – Attachment 3

Revenue

Year-over-year revenue from services provided was down 6.4% in May and 3.7% in June. The decreases are attributed to a reduction in consumption from prior year.

- Water Revenue

Month	Current	Prior Year	5-Year Average
May	\$940,566	\$1,021,451	\$854,458
June	\$939,717	\$988,810	\$855,672

- Sewer & Reclaimed Water Revenue

Month	Current	Prior Year	5-Year Average
May	\$400,977	\$411,107	\$368,544
June	\$377,762	\$379,297	\$355,844

Accounts

Thirty (30) permanent water accounts were added in May and June (thirty-eight year-to-date) bringing the total number of potable water accounts to 9,824, excluding temporary construction meters. One wastewater account was added in May and June (six have been added year-to-date) bringing the total number of wastewater accounts at 7,508.

Infrastructure

Water

- Two (2) water main breaks on 2-inch galvanized pipes were repaired and five (5) service line leaks.
- One fire hydrant was replaced and two were repaired.
- Thirty-two (32) water meters were installed, and five (5) new service taps were made.

Sewer

- Crews responded to twelve (12) sewer backups, four (4) were found to be on the customer's side of the sewer lateral.
- There were fourteen (14) lift station call outs, most related to local power issues.

Major Projects

Rate & Connection Fee Study

- Status: In progress
- Current Activities:
 - The rate study is on hold while the capital plan and connection fee study catch up.
- Upcoming Activities:
 - None.

PFAS Pilot Study

- Status: In progress
- Current Activities:
 - Sampling collection at the South Water Treatment Plant and North Water Treatment Plant pilot skids continued.
- Upcoming Activities:
 - Continuing sampling collection
 - Analysis of sampling results and recommendation of alternative (Kimley Horn)

North Water Treatment Plant Upgrades

- Status: In design
- Current Activities:
 - Coordination with Martin County Growth Management on Final Site Plan

- 60% design submittal received (Kimley-Horn)
- Upcoming Activities:
 - Martin County administrative approval for the Final Site Plan
 - 90% design submittal received (Kimley-Horn)

Gomez Neighborhood Water Main Extensions – Phase 2 (Expanded Pettway Area)

- Status: In design
- Current Activities:
 - Acquire remaining easements (Martin County)
- Upcoming Activities:
 - Advertise the project for bid (Martin County)

Wastewater Treatment Plant Clarifier Rebuild

- Status: In progress
- Current Activities:
 - Clarifier No. 3 installation complete
- Upcoming Activities:
 - Install Clarifier No. 4 mechanisms

Wastewater Treatment Plant Air Header Piping Replacement

- Status: In progress
- Current Activities:
 - Survey field work
- Upcoming Activities:
 - Design of air header piping replacement

Attachment 1

Water Production



Water Production

Through 06/2026

System Permitted
Capacity Used

74%

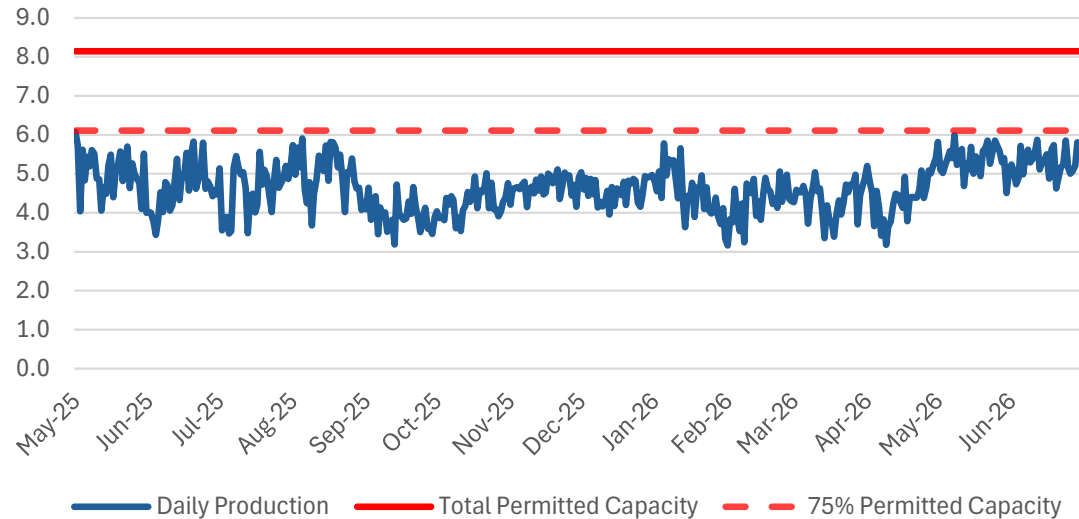
NWTP Permitted
Capacity Used

52%

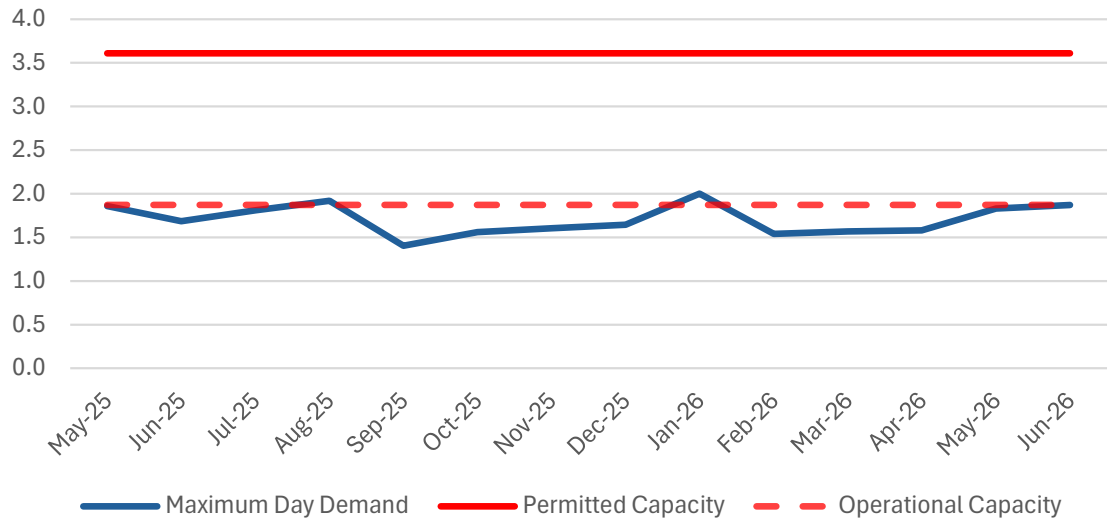
SWTP Permitted
Capacity Used

92%

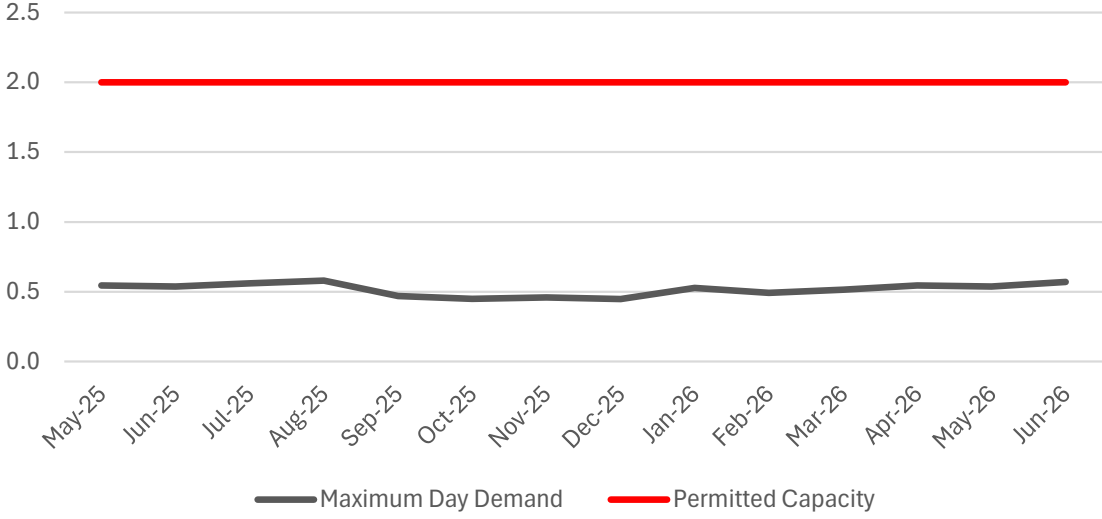
Total Potable Water System



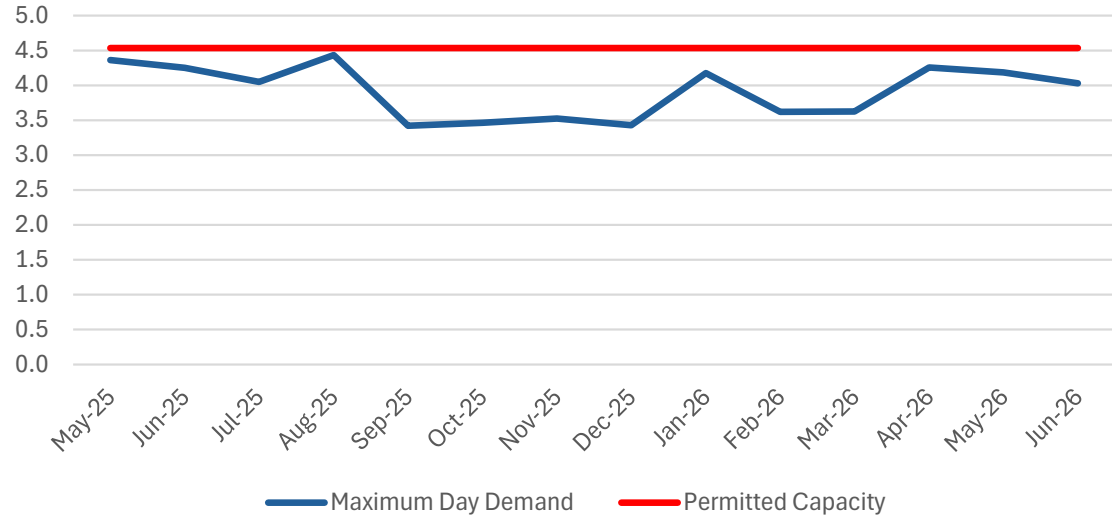
North WTP



Concentrate Disposal



South WTP



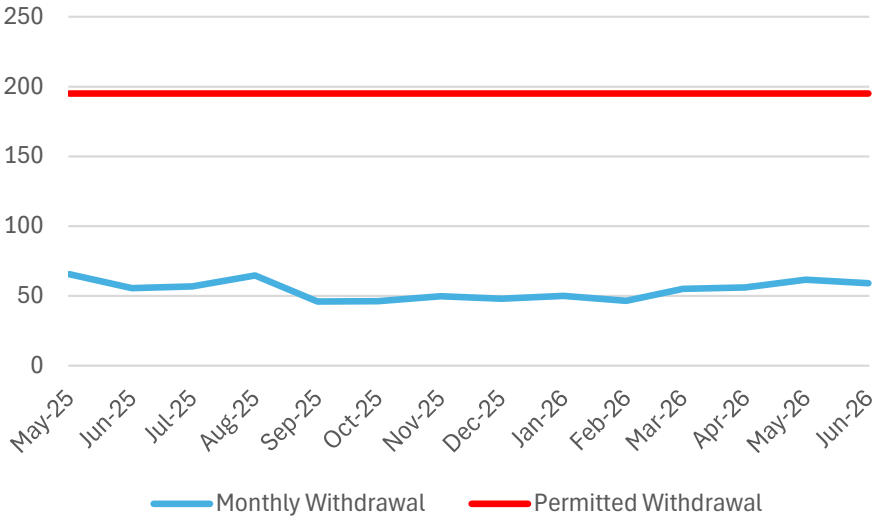
Groundwater Withdrawals

Through 06/2026

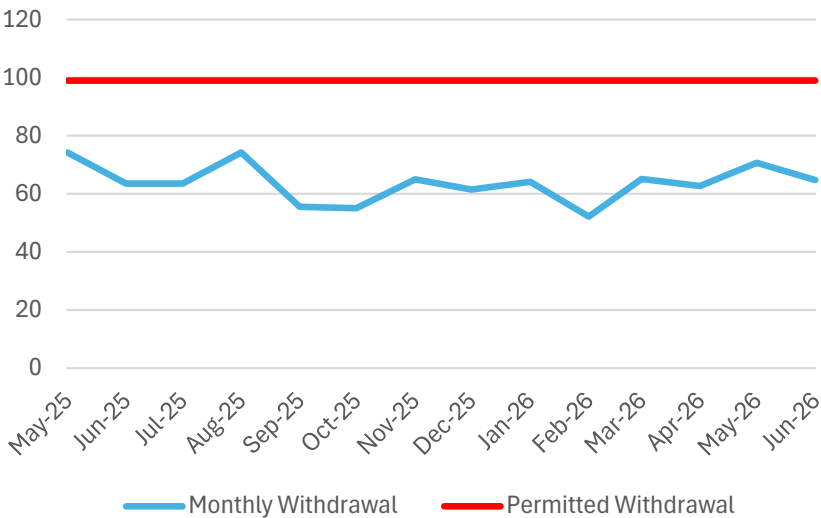


Monthly

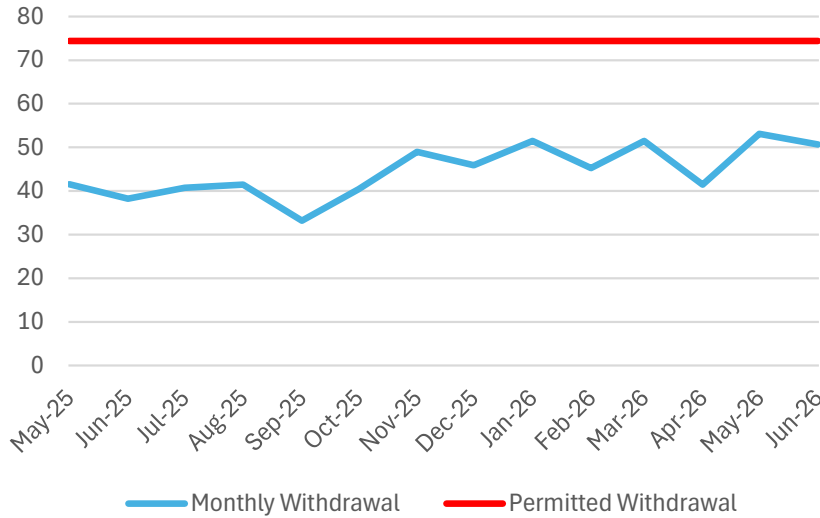
Floridan Aquifer



North Surficial Wellfield

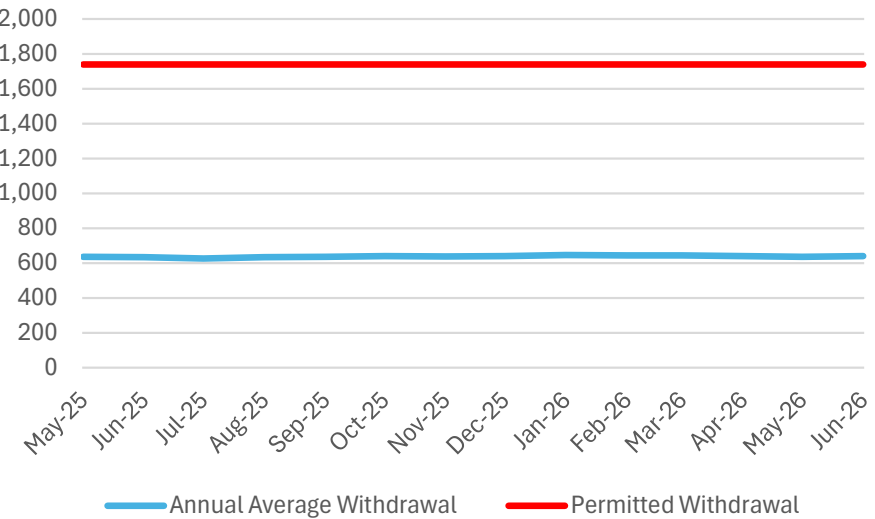


South Surficial Wellfield

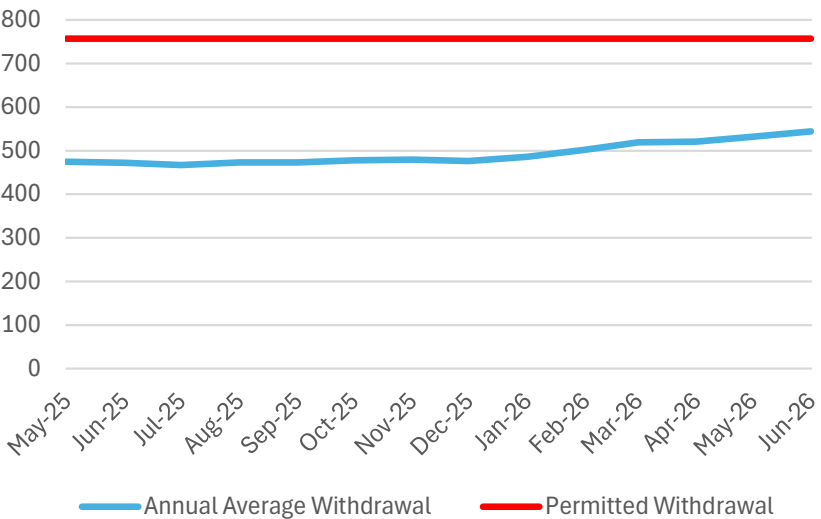


Annual Average

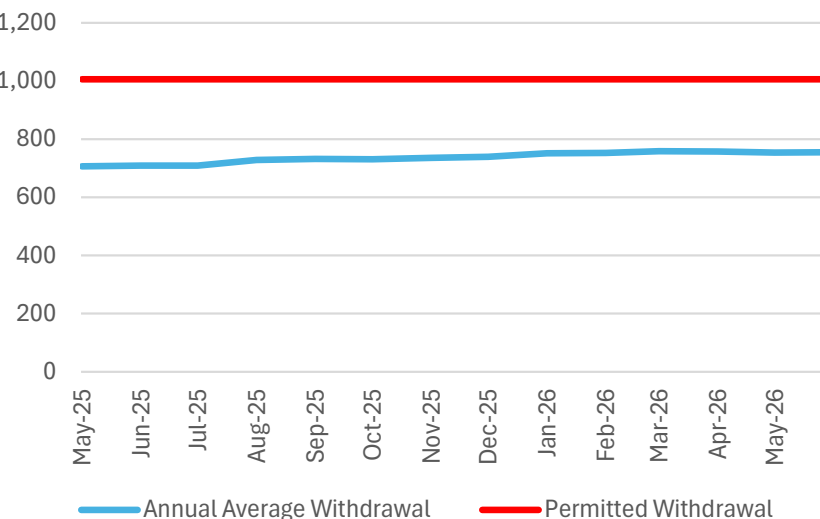
Floridan Aquifer



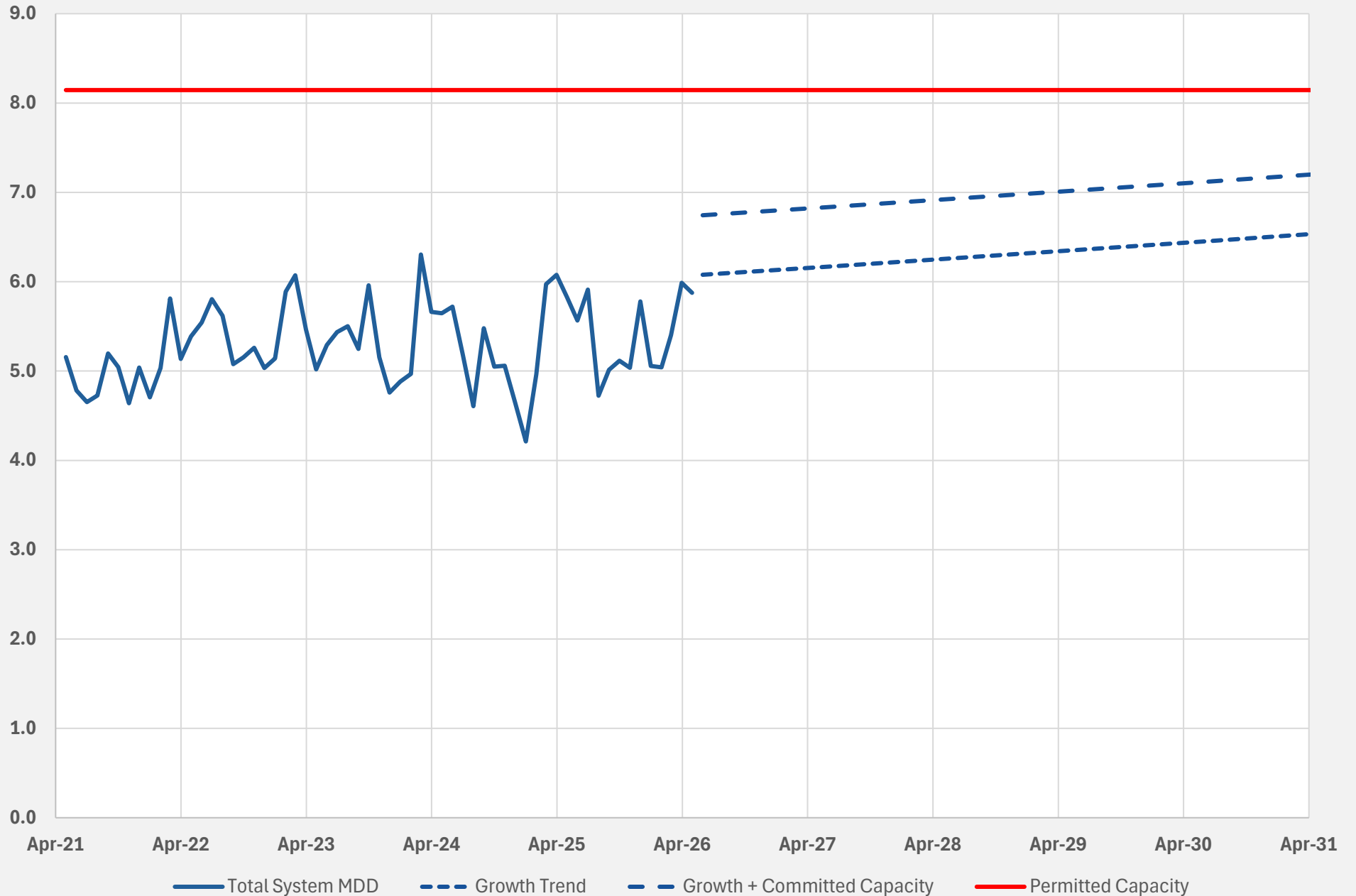
North Surficial Wellfield



South Surficial Wellfield



5-Year Water Demand Projections



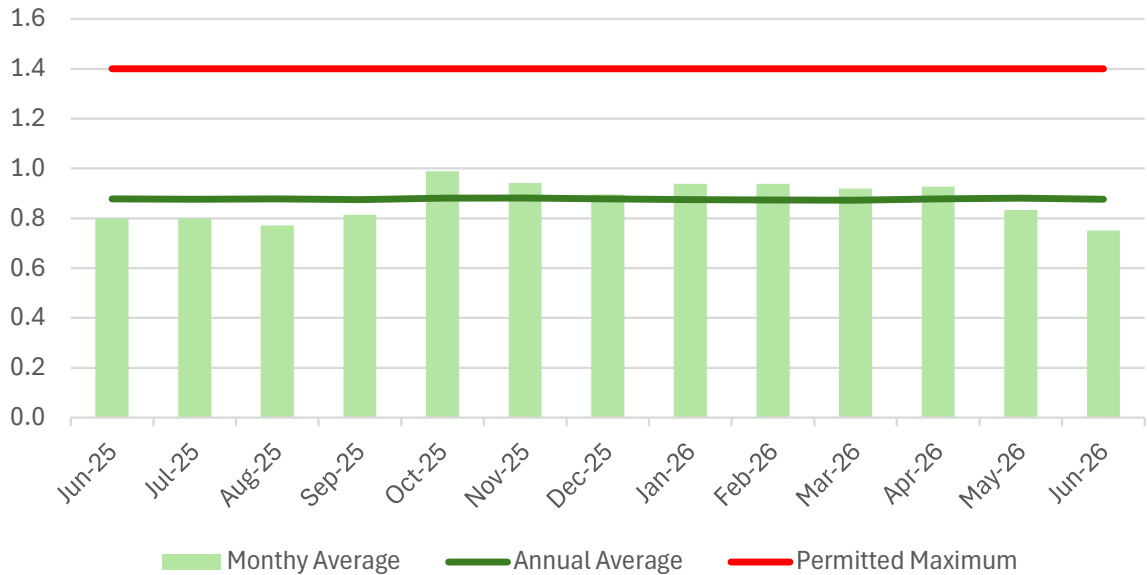
Attachment 2

Wastewater Treatment

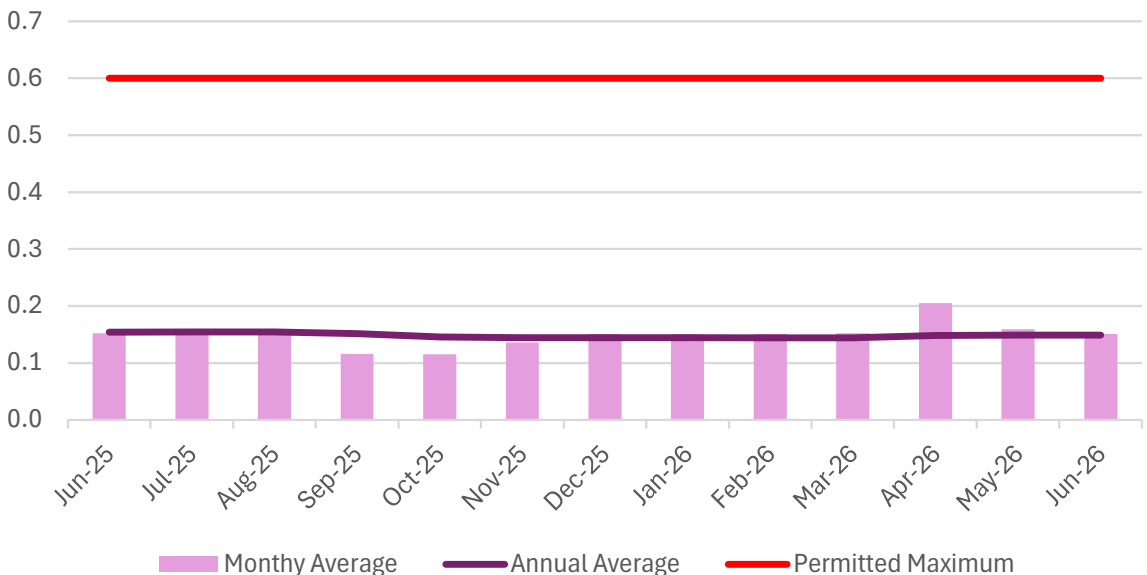
Wastewater Treatment

Through 06/2026

Influent Flow (FLW-1)



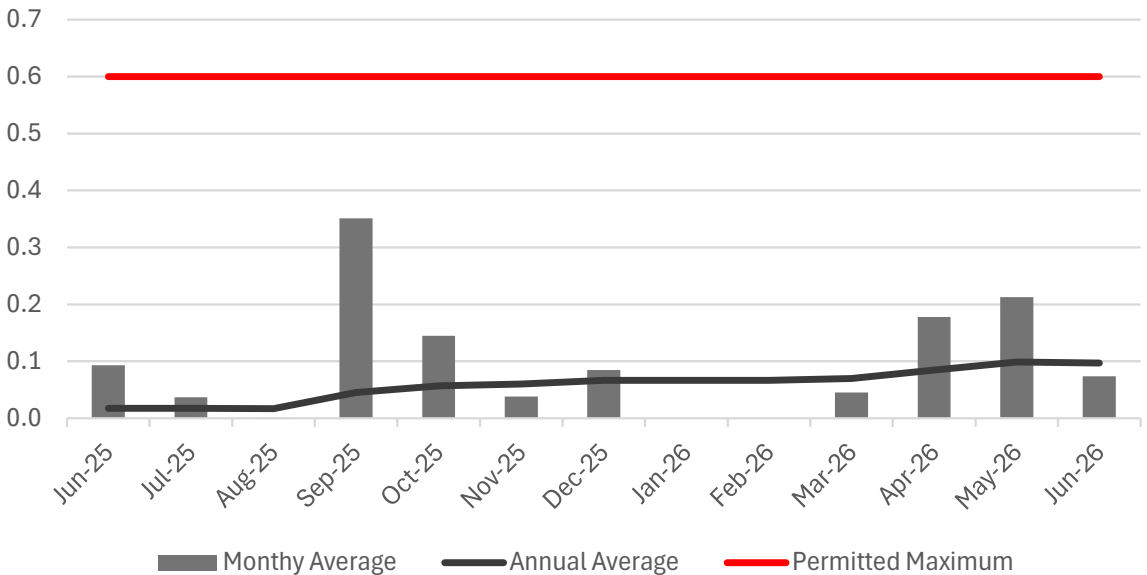
Loblolly RCW (FLW-2)



Percent Permitted Capacity

63%

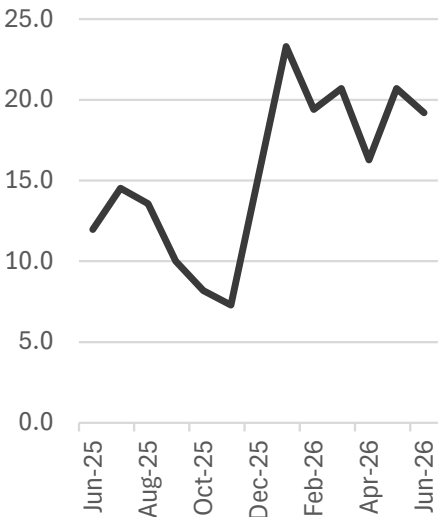
Rapid Infiltration Basin (FLW-4)



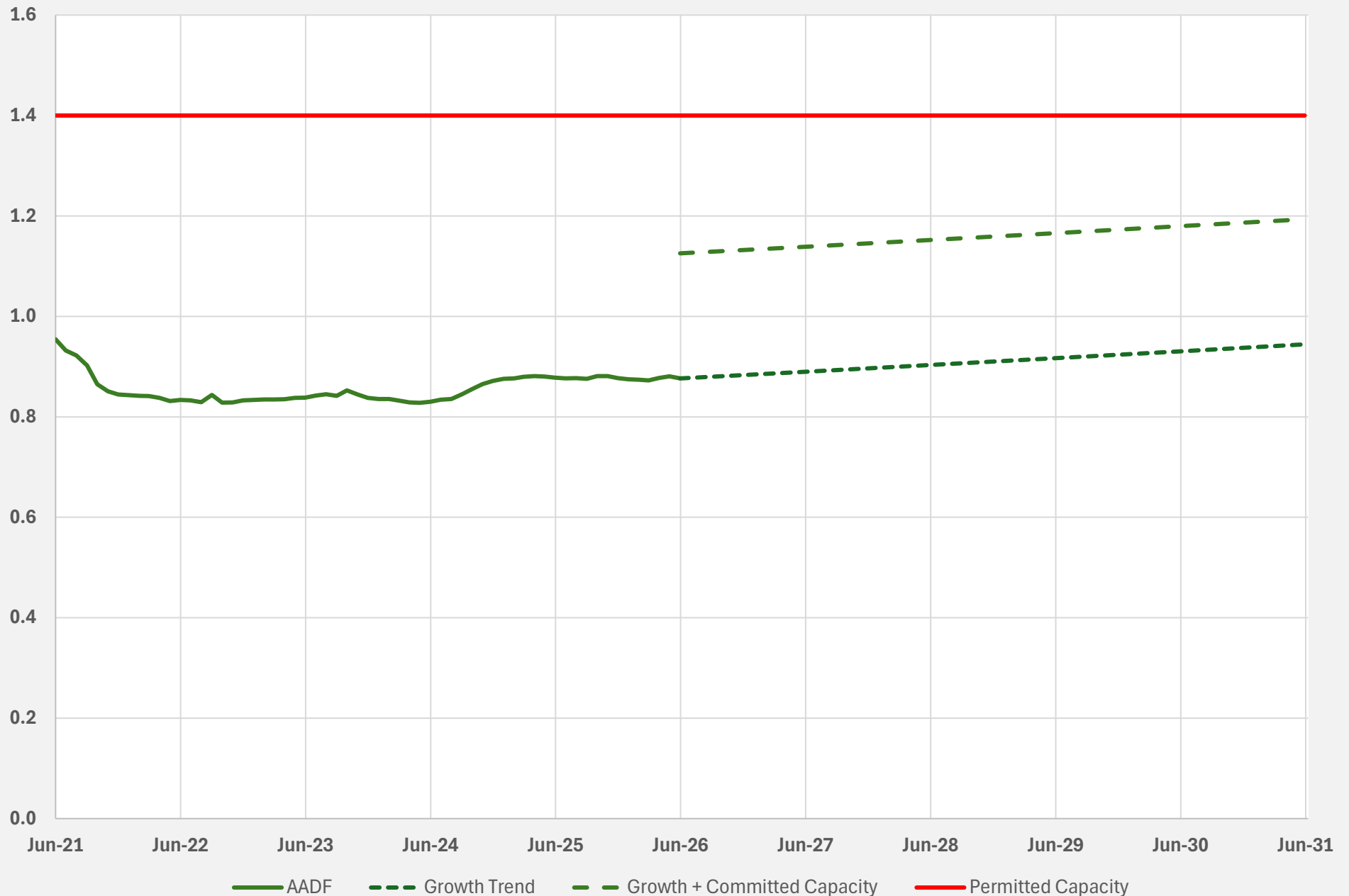
Other RCW Users (FLW-3)



Biosolids Disposed



5-Year Wastewater Flow Projections

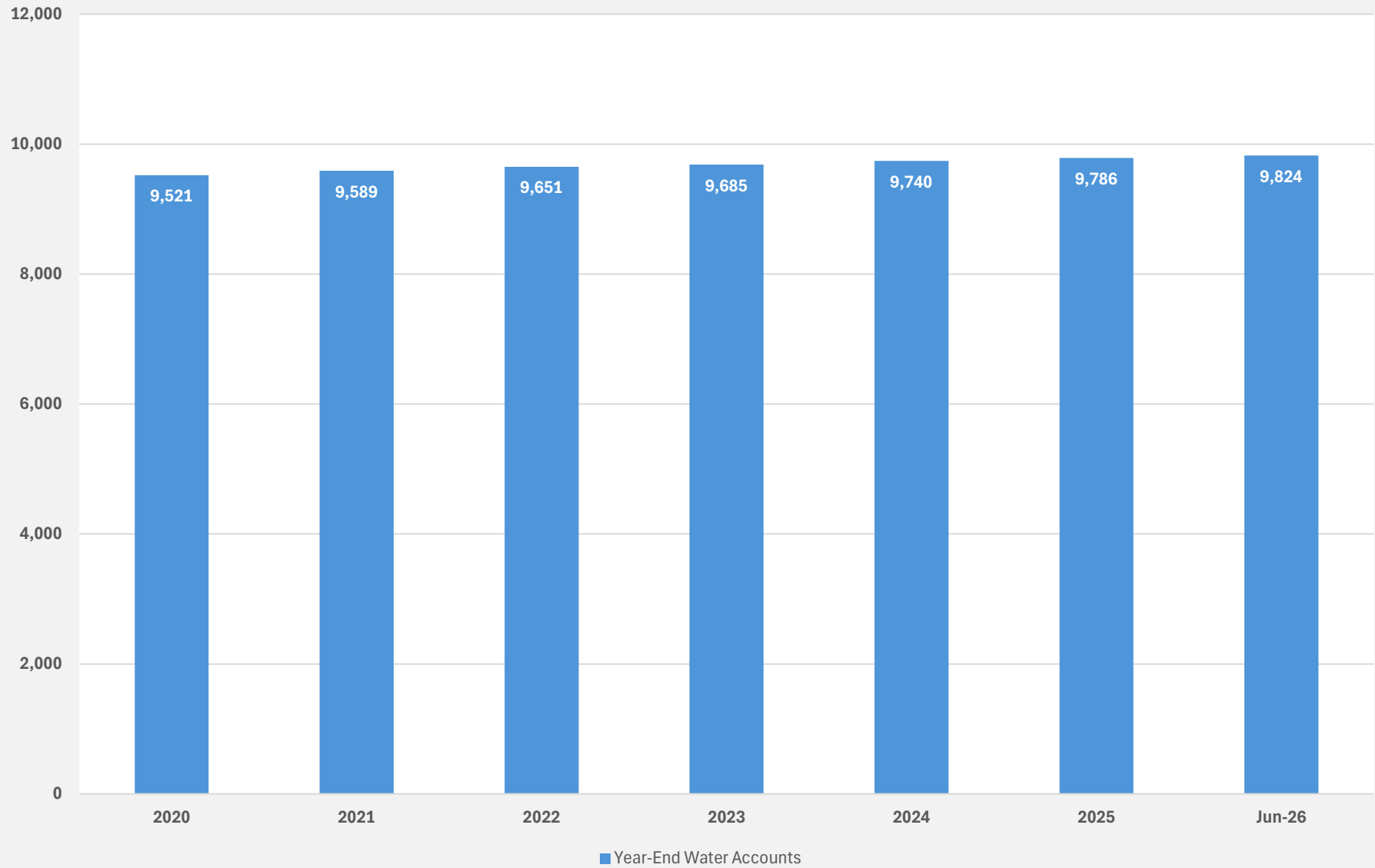


Attachment 3

Customer Service

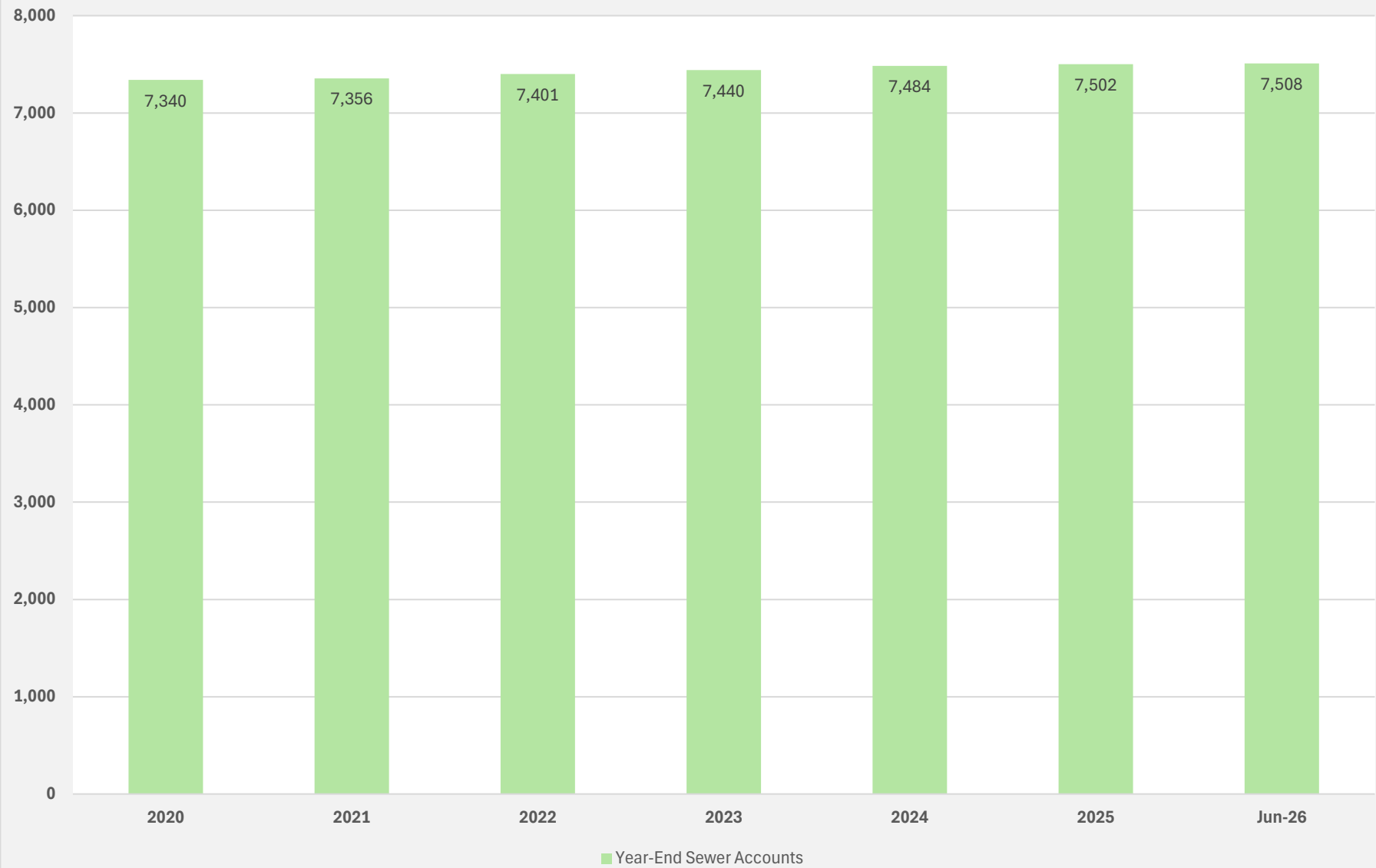
Total Water Accounts

as of 6/30/26



Total Sewer Accounts

as of 6/30/26





**SOUTH MARTIN
REGIONAL UTILITY**

PROPOSED FISCAL YEAR 26-27 BUDGET



South Martin Regional Utility
9000 SE Athena Street
Hobe Sound, FL 33475



772.546.2511



www.southmartinregionalutility.com

SMRU BY THE NUMBERS

9,800 potable water connections

7,500 wastewater connections

Over 100 lift stations

Over 200 miles of pipe

2,100+ valves

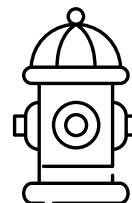
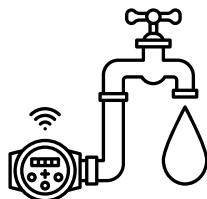
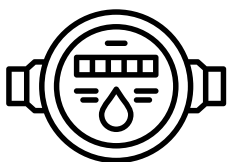
933 hydrants

16 Billion gallons of water produced

320 Million gallons of wastewater treated

**98% of wastewater treatment delivered as
beneficial reuse water**

Over 118,000 bills delivered to customers

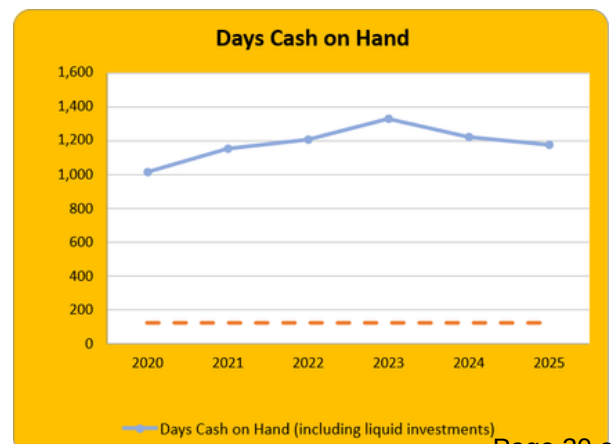
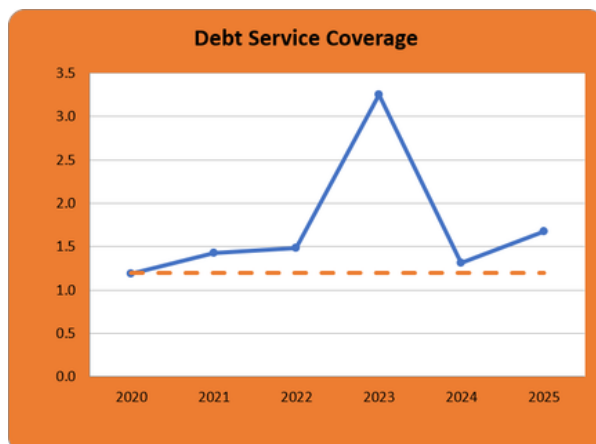
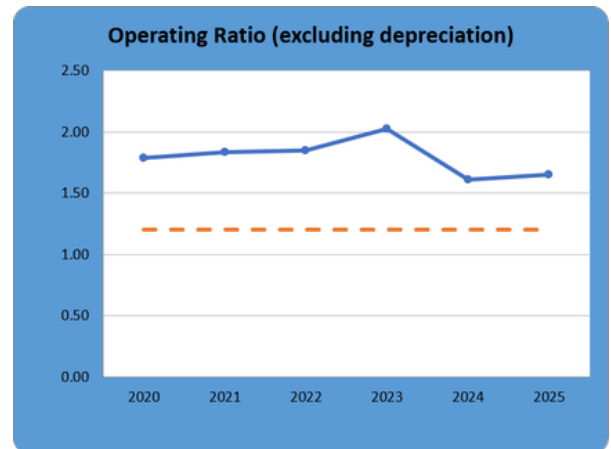
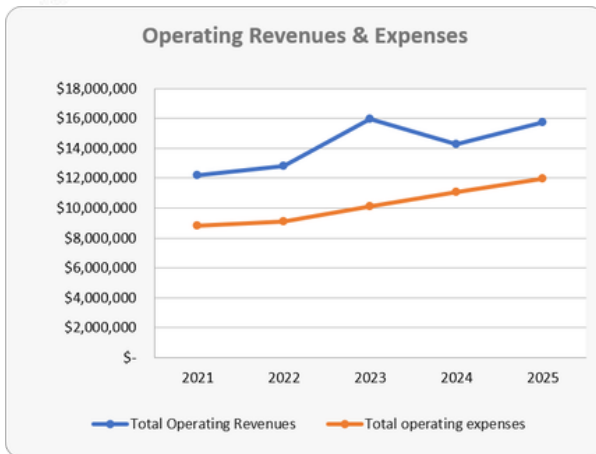


PAST PERFORMANCE

ACTUAL REVENUES & EXPENSES

	FY24	FY25	% Change
Operating Revenues	14,266,041	15,727,249	10.2%
Water	9,562,985	10,531,317	10.1%
Wastewater	4,000,226	4,212,382	5.3%
Irrigation	446,147	458,964	2.9%
Other	256,683	524,586	100.4%
Operating Expenses*	8,850,782	9,535,365	7.7%
Personnel	4,124,327	4,384,955	6.3%
Operation & Maintenance	4,726,455	5,150,410	9.0%
Operating Income*	5,415,259	6,191,884	14.3%
Depreciation	2,232,781	2,451,057	9.8%
Nonoperating Revenues (Expenses)	582,819	1,641,816	181.7%
Net Income	3,765,297	5,382,643	43.0%

*Less depreciation



PROPOSED FISCAL YEAR 2026/27 BUDGET

BUDGETED REVENUE

	FY25	FY26	FY27 Proposed	% Change
Operating Revenues	\$13,048,032	\$13,766,705	\$14,524,846	5.5%
Water	\$8,289,525	\$8,578,713	\$9,050,542	
Wastewater	\$3,836,108	\$3,921,654	\$4,039,304	
Irrigation	\$389,399	\$428,338	\$450,000	
Other	\$258,000	\$288,000	\$395,000	
Miscellaneous	\$275,000	\$550,000	\$590,000	
Non-Operating Revenue	\$5,608,804	\$6,538,717	\$12,715,533	94.4%
Connection Fees	\$110,000	\$110,000	\$150,000	
Contribution in Aid of Construction	\$620,000	\$500,000	\$1,000,000	
Transfer from Prior Year	\$2,923,628	\$2,906,483	\$1,025,000	
Transfer from Unrestricted Reserves	\$955,176	\$2,521,734	\$3,440,533	
Transfer from Debt Service Reserves	-	-	\$3,100,000	
Transfer from Restricted Reserves	\$1,000,000	\$1,000,000	\$4,000,000	
Total Revenues	\$18,656,836	\$20,804,922	\$27,240,379	30.9%

BUDGETED EXPENSES

	FY25	FY26	FY27 Proposed	% Change
Personnel	\$4,714,029	\$5,052,887	\$5,377,789	6.4%
Payroll	\$3,256,846	\$3,514,471	\$3,764,583	
Pension	\$438,261	\$477,825	\$512,091	
Benefits	\$1,018,922	\$1,060,591	\$1,101,115	
Operating	\$5,265,879	\$5,933,083	\$5,643,867	(4.9%)
General Operating	\$2,035,329	\$2,645,783	\$2,142,397	
Water Treatment	\$1,618,150	\$1,593,650	\$1,696,200	
Wastewater Treatment	\$787,150	\$851,650	\$895,450	
Infrastructure	\$598,250	\$604,000	\$627,120	
Customer Service	\$227,000	\$238,000	\$282,700	
Non-Operating	\$8,665,928	\$9,818,952	\$16,218,723	65.2%
Capital Improvements (R&R)	\$1,730,000	\$1,610,000	\$7,100,000	
Capital Improvements (Restricted)	\$5,055,928	\$6,240,052	\$5,024,000	
Debt Service	\$1,880,000	\$1,968,900	\$4,094,723	
Total Expenses	\$18,645,836	\$20,804,922	\$27,240,379	30.9%

INVESTING FOR THE FUTURE

SMRU is a mature utility with significant infrastructure at or near the end of its serviceable life. At the same time the SMRU service area is experiencing growth from infill around Hobe Sound and new development along the Bridge Road corridor. The proposed FY27 capital plan proposes to implement key projects to meet future demands while addressing immediate system needs. Future years will be further refined as the Master Plans and Rate & Connection Fee Study are finalized. Key projects proposed for FY27 are detailed below. The full 5-year capital plan is detailed in Appendix B.

SOUTH WATER TREATMENT PLANT EXPANSION

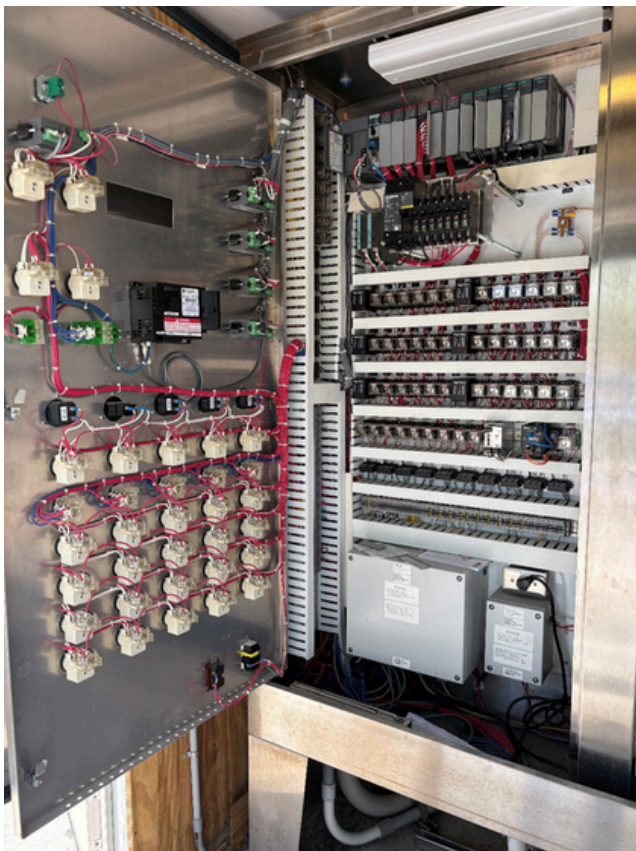
The South Water Treatment Plant (SWTP), with a permitted maximum day capacity of 4.535 million gallons per day (MGD), consistently operates at over 90% of permitted capacity. The SWTP was constructed with a buildout capacity of 6.435 MGD. A third treatment train, third upper Floridan Aquifer well and ancillary process upgrades. Design of the first phase of expansion is proposed in FY27. This phase will add the third of three reverse osmosis treatment trains, add variable frequency drives to the existing two Upper Floridan Aquifer wells, and expand chemical feed capability. The expansion will incrementally add permitted and operational capacity to the plant and position the utility to build to full treatment capacity with the addition of a third Upper Floridan Aquifer well.



NORTH WATER TREATMENT PLANT UPGRADES

The North Water Treatment Plant (NWTP) has a permitted capacity of 3.61 MGD; however actual operational capacity of the plant is limited to approximately 1.9 MGD by the ability to treat secondary water quality components (e.g. color and odor) from the surficial ground water. To address the limit to operational capacity, design of the NWTP Upgrades project was initiated in 2023 and will be ready for bid in the fall of 2026. The NWTP Upgrades will add additional treatment and disinfection capability allowing use of all surficial aquifer wells in the northern wellfield. Construction of the project is planned to begin in early 2027.

WASTEWATER TREATMENT FACILITY UPGRADES



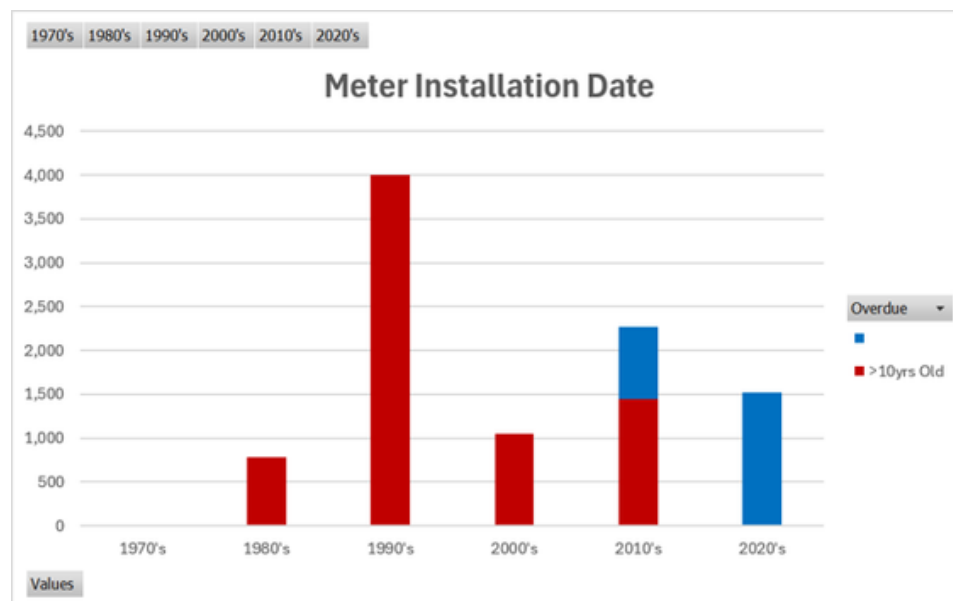
The first treatment units at the SMRU Wastewater Treatment Facility (WWTF) were constructed in 1972. Since that time, 3 additional treatment trains have been added to the process, bringing the permitted capacity to 1.4 MGD. In recent years, significant investments have been made to upgrade the clarifiers, blowers and filtration system. Based on review by SMRU plant staff and third-party vendors, two key upgrades are planned for FY 27 which are cleaning and structural repairs of the influent surge tank and replacement of the outdated plant control hardware (PLCs and VFDs).

AUTOMATIC METER INFRASTRUCTURE

Water meters are a critical component of potable water systems for customer billing and regulatory reporting. The useful life of a standard water meter is 10-15 years before the accuracy of the meter begins to be compromised. Of the 9,600+ meters in the SMRU system, more than 75% are over 10 years old, with some water meters installed over 50 years ago. These oldest meters must be manually opened and read each month. A phased multi-year project is



proposed to start in FY27 to upgrade the SMRU water system to Advanced Meter Infrastructure (AMI) and replace all outdated water meters. The benefits of replacing outdated meters and upgrading to AMI will be increased revenues through accurate measurement of water use, higher level of customer service capability through near real-time water use data, and improved operational efficiencies from remote meter reading.



DEBT MANAGEMENT

The SMRU enterprise fund has three outstanding debt obligations totaling \$36,555,169 in outstanding principle as of 9/30/25. No additional long-term debt is proposed for FY27, however financing of future large capital projects through debt is likely that will be tailored to coincide with the completion of the 2006 and 2007 series debt obligations.

- Series 2020 Refunding Bond
 - o Outstanding Principal as of 9/30/25: \$25,440,000
 - o Maturity Date: 2040
- Series 2006 Bank Note
 - o Outstanding Principal as of 9/30/25: \$9,361,468
 - o Maturity Date: 2029
- Series 2007 Bank Note
 - o Outstanding Principal as of 9/30/25: \$833,430
 - o Maturity Date: 2028

PAYMENT SCHEDULE

	FY27	FY28	FY29	FY30
Series 2006 Bank Note	\$3,073,321	\$3,068,908	\$3,066,506	-
Principle	\$2,759,674	\$2,876,619	\$3,001,508	-
Interest & Interest Swap	\$313,647	\$192,289	\$64,998	-
Series 2007 Bank Note	\$352,690	\$174,446	-	-
Principle	\$337,087	\$171,294	-	-
Interest	\$15,603	\$3,152	-	-
Series 2020 Bond	\$668,712	\$710,445	\$1,106,287	\$2,074,209
Principle	\$165,000	\$210,000	\$610,000	\$1,590,000
Interest	\$503,712	\$500,445	\$496,287	\$484,209
Total Payments	\$4,094,723	\$3,953,799	\$4,172,793	\$2,074,209

CASH/ RESERVES

The SMRU Enterprise Fund maintains cash and short-term investments to meet the working capital, debt service, and capital improvement needs of the utility. These funds are conservatively managed to mitigate financial risk for the utility while reinvesting into critical infrastructure.

	FY26 ⁽¹⁾	Projected Net Change	FY27 Projected Balance
Restricted	\$9,623,277	(\$3,900,000)	\$5,723,277
Water Capacity	\$4,667,627	(\$3,900,000)	\$767,627
Wastewater Capacity	\$4,955,650	-	\$4,955,650
Unrestricted	\$37,901,684	(\$7,820,533)	\$30,081,151
Working Capital	\$2,000,000	-	\$2,000,000
Debt Service Reserve ⁽²⁾	\$9,210,000	(\$3,100,000)	\$6,110,000
Emergency Reserve	\$3,000,000	-	\$3,000,000
Operating Reserve ⁽³⁾	\$3,500,000	-	\$3,500,000
Available for CIP	\$20,191,684	(\$4,720,533)	\$15,471,151
Total Cash/Reserves	\$47,524,961	(\$11,720,533)	\$35,804,428

1) As of June 30, 2026

2) Reserved for 3-year balloon payment of Series 2006 bank note beginning in FY27

3) Target of ~120 days of operating expenses

APPENDIX A

DETAILED BUDGET

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Enterprise Fund Summary

Budget Summary						
	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027		
Description						
Revenue						
Operating						
Water Revenue	\$ 8,289,525	\$ 8,578,713	\$ 9,050,542	\$ 471,829		6%
Wastewater Revenue	\$ 3,836,108	\$ 3,921,654	\$ 4,039,304	\$ 117,650		3%
IQ Revenue	\$ 389,399	\$ 428,338	\$ 450,000	\$ 21,662		5%
Other Services	\$ 258,000	\$ 288,000	\$ 395,000	\$ 107,000		37%
Miscellaneous Revenue	\$ 275,000	\$ 550,000	\$ 590,000	\$ 40,000		7%
Non-Operating						
Connection Fees and Interest	\$ 110,000	\$ 110,000	\$ 150,000	\$ 40,000		36%
Contribution in Aid of Construction	\$ 620,000	\$ 500,000	\$ 1,000,000	\$ 500,000		100%
Transfer from Prior Year Budget	\$ 2,923,628	\$ 2,906,483	\$ 1,025,000	\$ (1,881,483)		-65%
Transfer from Reserves (Fund 403 - R&R)	\$ 955,176	\$ 2,521,734	\$ 3,440,533	\$ 918,799		36%
Transfer from Reserves (Fund 404 - Debt Service)	\$ -	\$ -	\$ 3,100,000	\$ 3,100,000		
Transfer from Connection Fee Reserves	\$ 1,000,000	\$ 1,000,000	\$ 4,000,000	\$ 3,000,000		300%
Total Revenues	\$ 18,656,836	\$ 20,804,922	\$ 27,240,379	\$ 6,435,457		31%
Expenses						
Personnel						
Payroll	\$ 3,256,846	\$ 3,514,471	\$ 3,764,583	\$ 250,112		7.1%
Pension	\$ 438,261	\$ 477,825	\$ 512,091	\$ 34,266		7.2%
Benefits	\$ 1,018,922	\$ 1,060,591	\$ 1,101,115	\$ 40,524		4%
Operating						
General Operating	\$ 2,035,329	\$ 2,645,783	\$ 2,142,397	\$ (503,386)		-19.0%
Water Treatment	\$ 1,618,150	\$ 1,593,650	\$ 1,696,200	\$ 102,550		6.4%
Wastewater Treatment	\$ 787,150	\$ 851,650	\$ 895,450	\$ 43,800		5.1%
Infrastructure	\$ 598,250	\$ 604,000	\$ 627,120	\$ 23,120		3.8%
Customer Service	\$ 227,000	\$ 238,000	\$ 282,700	\$ 44,700		18.8%
Non-Operating						
Capital Improvements (Fund 402, 406, 407)	\$ 1,730,000	\$ 1,610,000	\$ 7,100,000	\$ 5,490,000		341.0%
Capital Improvements - R&R (Fund 403)	\$ 5,055,928	\$ 6,240,052	\$ 5,024,000	\$ (1,216,052)		-19.5%
Debt Service (Fund 404)	\$ 1,880,000	\$ 1,968,900	\$ 4,094,723	\$ 2,125,823		108.0%
Total Expenses	\$ 18,645,836	\$ 20,804,922	\$ 27,240,379	\$ 6,435,457		31%

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Fund 401 Summary

				Operating Summary		
	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027		
Description						
Revenues						
Revenues						
Water Sales	\$ 8,289,525	\$ 8,578,713	\$ 9,050,542	\$ 471,829		5.5%
Wastewater Sales	\$ 3,836,108	\$ 3,921,654	\$ 4,039,304	\$ 117,650		3.0%
Irrigation Water Sales	\$ 389,399	\$ 428,338	\$ 450,000	\$ 21,662		5.1%
Fire Protection Charges	\$ 90,000	\$ 110,000	\$ 220,000	\$ 110,000		100.0%
AGRF	\$ 80,000	\$ 90,000	\$ 90,000	\$ -		0.0%
Meter Fees	\$ 15,000	\$ 15,000	\$ 20,000	\$ 5,000		33.3%
Set-up Fees	\$ 10,000	\$ 10,000	\$ 10,000	\$ -		0.0%
Penalties	\$ 40,000	\$ 40,000	\$ 35,000	\$ (5,000)		-12.5%
Other Misc Revenue	\$ 23,000	\$ 23,000	\$ 20,000	\$ (3,000)		-13.0%
Interest Earned	\$ 225,000	\$ 500,000	\$ 500,000	\$ -		0.0%
Interest - Assessments	\$ 35,000	\$ 35,000	\$ 35,000	\$ -		0.0%
Plan Review Fees	\$ 10,000	\$ 10,000	\$ 50,000	\$ 40,000		400.0%
Miscellaneous Revenue	\$ 5,000	\$ 5,000	\$ 5,000	\$ -		0.0%
Water Installation/Maintenance	\$ 30,000	\$ 35,000	\$ 30,000	\$ (5,000)		-14.3%
Wastewater Installation/Maintenance	\$ -	\$ -	\$ 15,000	\$ 15,000		
Operating Revenues	\$ 13,078,032	\$ 13,801,705	\$ 14,569,846	\$ 768,141		5.6%
Expenses						
Personnel						
Payroll	\$ 3,244,846	\$ 3,514,471	\$ 3,764,583	\$ 250,112		7.1%
Pension	\$ 438,261	\$ 477,825	\$ 512,091	\$ 34,266		7.2%
Benefits	\$ 1,030,922	\$ 1,060,591	\$ 1,101,115	\$ 40,524		3.8%
Operations						
General Operating	\$ 2,035,329	\$ 2,645,783	\$ 2,142,397	\$ (503,386)		-19.0%
Water Treatment	\$ 1,618,150	\$ 1,593,650	\$ 1,696,200	\$ 102,550		6.4%
Wastewater Treatment	\$ 787,150	\$ 851,650	\$ 895,450	\$ 43,800		5.1%
Infrastructure	\$ 598,250	\$ 604,000	\$ 627,120	\$ 23,120		3.8%
Customer Service	\$ 227,000	\$ 238,000	\$ 282,700	\$ 44,700		18.8%
Operating Expenses	\$ 9,979,908	\$ 10,985,970	\$ 11,021,656	\$ 35,686		0.3%
OPERATING GAIN (LOSS)	\$ 3,098,124	\$ 2,815,735	\$ 3,548,190	\$ 732,455		

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Administration (411) - Personnel Summary

Personnel - Summary					
Description	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027	
Personel Services					
512.100 - Regular Salaries & Wages	\$2,856,450.00	\$3,089,273.00	\$3,312,882.60	\$223,609.60	7.2%
513.100 - Other Salaries & Wages	\$65,290.00	\$78,348.00	\$82,265.40	\$3,917.40	5.0%
514.100 - Overtime	\$91,663.00	\$96,246.00	\$101,057.91	\$4,811.91	5.0%
515.104 - Auto Allowance	\$12,000.00	\$12,000.00	\$28,000.00	\$16,000.00	133.3%
521.100 - FICA Taxes	\$187,575.00	\$203,104.00	\$217,507.88	\$14,403.88	7.1%
521.101 - Medicare Taxes	\$43,868.00	\$47,500.00	\$50,868.99	\$3,368.99	7.1%
522.101 - Pension Contributions - DCP	\$438,261.00	\$477,825.00	\$512,091.08	\$34,266.08	7.2%
523.100 - Health Insurance	\$838,163.00	\$854,926.00	\$872,024.27	\$17,098.27	2.0%
523.101 - Long-term Disability Ins.	\$8,269.00	\$8,600.00	\$8,943.48	\$343.48	4.0%
523.102 - Dental Insurance	\$17,414.00	\$18,111.00	\$18,835.25	\$724.25	4.0%
523.103 - Life Insurance	\$12,358.00	\$12,853.00	\$13,366.95	\$513.95	4.0%
523.106 - Cafeteria Plan	\$67,410.00	\$70,106.00	\$72,910.66	\$2,804.66	4.0%
523.107 - Short-Term Disability	\$8,988.00	\$9,348.00	\$9,721.42	\$373.42	4.0%
523.110 - Employee Assistance Prgm	\$1,500.00	\$1,500.00	\$1,560.00	\$60.00	4.0%
523.111 - Education Fund	\$6,000.00	\$6,000.00	\$6,240.00	\$240.00	4.0%
524.100 - Workers' Comp Insurance	\$50,820.00	\$59,147.00	\$61,512.88	\$2,365.88	4.0%
525.100 - Unemployment Compensation	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	0.0%
TOTAL	\$4,714,029	\$5,052,887	\$5,377,789	\$324,902	6.4%

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Administration (411) - Summary

Administration - Summary					
Description	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027	
Operating					
531.100 - Prof Svcs - Legal/General	\$120,000.00	\$125,000.00	\$125,000.00	\$0.00	0%
531.105 - Prof Svcs - Eng Consultants	\$450,000.00	\$633,000.00	\$200,000.00	(\$433,000.00)	-68%
531.109 - Prof Svcs - Business	\$40,000.00	\$190,000.00	\$10,000.00	(\$180,000.00)	-95%
531.113 - Professional Services Consult	\$0.00	\$25,000.00	\$15,000.00	(\$10,000.00)	-40%
532.100 - Prof Svcs - Auditing/Actuarial	\$40,000.00	\$40,000.00	\$40,000.00	\$0.00	0%
532.101 - Prof Svcs - Financial	\$57,500.00	\$132,500.00	\$50,000.00	(\$82,500.00)	-62%
534.112 - Contracted Svcs - Info Tech	\$65,000.00	\$75,000.00	\$85,000.00	\$10,000.00	13%
534.116 - Cont Svcs - Software	\$0.00	\$20,000.00	\$6,500.00	(\$13,500.00)	-68%
534.125 - Contracted Svcs - General Oper	\$4,000.00	\$4,000.00	\$6,000.00	\$2,000.00	50%
534.129 - Contracted Svcs - Well Testing	\$1,000.00	\$1,000.00	\$0.00	(\$1,000.00)	-100%
534.132 - Contracted Svcs - Bulk Water	\$30,000.00	\$108,000.00	\$240,000.00	\$132,000.00	122%
534.134 - Contracted Svcs - System Maps	\$40,000.00	\$35,000.00	\$50,000.00	\$15,000.00	43%
540.100 - Travel & Per Diem	\$6,000.00	\$8,000.00	\$3,500.00	(\$4,500.00)	-56%
541.100 - Telephone	\$24,500.00	\$26,000.00	\$25,200.00	(\$800.00)	-3%
542.100 - Postage	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	0%
544.100 - Lease Expense	\$5,000.00	\$5,000.00	\$0.00	(\$5,000.00)	-100%
545.100 - Liability & Bond Insurance	\$450,000.00	\$475,000.00	\$475,000.00	\$0.00	0%
546.100 - Equipment Maintenance	\$250.00	\$1,000.00	\$1,000.00	\$0.00	0%
546.104 - Repair/Maint. Building	\$17,500.00	\$17,500.00	\$8,600.00	(\$8,900.00)	-51%
546.109 - Vehicle Maintenance	\$0.00	\$2,000.00	\$3,600.00	\$1,600.00	80%
549.100 - Other Misc Chgs & Obligations	\$5,000.00	\$9,000.00	\$9,000.00	\$0.00	0%
549.101 - Public Relations	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	0%
549.102 - Bank Charges	\$500.00	\$500.00	\$1,000.00	\$500.00	100%
549.115 - Administration Mgmt Fees	\$604,079.00	\$634,283.00	\$665,997.15	\$31,714.15	5%
549.128 - Personnel Services	\$0.00	\$2,000.00	\$4,000.00	\$2,000.00	100%
549.129 - Operational Unanticipated	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	0%
551.100 - Office Supplies	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	0%
552.100 - Computer/Supplies	\$0.00	\$1,000.00	\$500.00	(\$500.00)	-50%
552.101 - Gasoline, Diesel & Oil	\$0.00	\$0.00	\$2,000.00	\$2,000.00	
552.103 - Uniforms	\$3,000.00	\$3,000.00	\$2,400.00	(\$600.00)	-20%
552.105 - Small Tools & Equipment	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	0%
552.109 - Safety Committee Expense	\$2,000.00	\$2,000.00	\$2,500.00	\$500.00	25%
554.100 - Books, Pubs, Subs, & Memberships	\$7,000.00	\$8,000.00	\$7,600.00	(\$400.00)	-5%
555.100 - Personnel Training	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	0%
599.900 - Contingency	\$10,000.00	\$10,000.00	\$50,000.00	\$40,000.00	400%
TOTAL	\$2,035,329	\$2,645,783	\$2,142,397	(\$503,386)	-19.0%

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Water Production (412) - Summary

Water Production - Summary					
Description	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027	
Operating					
531.109 - Prof Svcs - Business	\$0.00	\$0.00	\$0.00	\$0.00	
531.113 - Professional Services Consult	\$0.00	\$0.00	\$30,000.00	\$30,000.00	
534.115 - Cont Svcs - Grounds Maintenance	\$45,000.00	\$50,000.00	\$52,400.00	\$2,400.00	5%
534.116 - Cont Svcs - Software	\$0.00	\$0.00	\$3,600.00	\$3,600.00	
534.125 - Contracted Svcs - General Oper	\$5,000.00	\$5,000.00	\$10,200.00	\$5,200.00	104%
534.126 - Contracts Svcs - R O Plant Ope	\$20,000.00	\$30,000.00	\$0.00	(\$30,000.00)	-100%
534.129 - Contracted Svcs - Well Testing	\$34,000.00	\$39,000.00	\$60,000.00	\$21,000.00	54%
534.130 - Contract Svcs - Chemicals >90,000	\$775,000.00	\$723,000.00	\$746,000.00	\$23,000.00	3%
534.131 - Cont Svcs. Ground Water Storage	\$15,000.00	\$10,000.00	\$1,000.00	(\$9,000.00)	-90%
534.133 - Labs	\$80,000.00	\$76,000.00	\$76,000.00	\$0.00	0%
541.100 - Telephone	\$7,500.00	\$8,500.00	\$8,500.00	\$0.00	0%
542.100 - Postage	\$400.00	\$400.00	\$400.00	\$0.00	0%
543.100 - Utilities - Electric	\$398,000.00	\$384,000.00	\$390,000.00	\$6,000.00	2%
546.100 - Equipment Maintenance	\$250.00	\$750.00	\$3,000.00	\$2,250.00	300%
546.104 - Repair.Maint - Building	\$17,500.00	\$17,500.00	\$15,500.00	(\$2,000.00)	-11%
546.105 - Repair/Maint - Water	\$120,000.00	\$140,000.00	\$178,000.00	\$38,000.00	27%
546.108 - Repair/Maint - Generator	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	0%
546.109 - Vehicle Maintenance	\$10,000.00	\$12,000.00	\$13,300.00	\$1,300.00	11%
549.110 - Permitting	\$16,500.00	\$20,000.00	\$21,000.00	\$1,000.00	5%
551.100 - Office Supplies	\$5,000.00	\$5,500.00	\$3,000.00	(\$2,500.00)	-45%
551.101 - Supplies - Janitorial	\$0.00	\$1,000.00	\$4,000.00	\$3,000.00	300%
552.100 - Computer Supplies	\$0.00	\$1,000.00	\$1,000.00	\$0.00	0%
552.101 - Gasoline, Diesel & Oil	\$22,500.00	\$22,500.00	\$25,000.00	\$2,500.00	11%
552.103 - Uniforms	\$3,000.00	\$3,000.00	\$8,000.00	\$5,000.00	167%
552.105 - Small Tools & Equip	\$8,000.00	\$9,000.00	\$9,000.00	\$0.00	0%
554.100 - Books, Pubs, Subs, & Memberships	\$0.00	\$0.00	\$1,800.00	\$1,800.00	
555.100 - Personnel Training	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00	0%
TOTAL	\$1,618,150	\$1,593,650	\$1,696,200	\$102,550	6.4%

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Wastewater Treatment (413) - Summary

Wastewater Treatment - Summary					
Description	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027	
Operating					
531.113 - Professional Services Consult	\$0.00	\$0.00	\$15,000.00	\$15,000.00	
534.115 - Cont Svcs - Grounds Maintenance	\$10,000.00	\$11,000.00	\$19,200.00	\$8,200.00	75%
534.116 - Cont Svcs - Software	\$0.00	\$0.00	\$2,700.00	\$2,700.00	
534.125 - Contracted Svcs - General Oper	\$20,000.00	\$22,000.00	\$19,800.00	(\$2,200.00)	-10%
534.127 - Contracts Svcs - Sludge Removal	\$190,000.00	\$260,000.00	\$260,000.00	\$0.00	0%
534.130 - Contract Svcs - Chemicals >90,000	\$200,000.00	\$187,000.00	\$187,000.00	\$0.00	0%
534.133 - Labs	\$46,000.00	\$44,000.00	\$62,000.00	\$18,000.00	41%
541.100 - Telephone	\$10,000.00	\$11,500.00	\$11,500.00	\$0.00	0%
542.100 - Postage	\$400.00	\$400.00	\$400.00	\$0.00	0%
543.100 - Utilities - Electric	\$179,000.00	\$167,000.00	\$160,000.00	(\$7,000.00)	-4%
546.100 - Equipment Maintenance	\$250.00	\$750.00	\$3,000.00	\$2,250.00	300%
546.104 - Repair/Maint - Building	\$10,500.00	\$10,500.00	\$9,000.00	(\$1,500.00)	-14%
546.106 - Repair/Maint - Wastewater	\$60,000.00	\$75,000.00	\$75,000.00	\$0.00	0%
546.108 - Repair/Maint - Generator	\$25,000.00	\$25,000.00	\$27,000.00	\$2,000.00	8%
546.109 - Vehicle Maintenance	\$9,000.00	\$7,000.00	\$7,000.00	\$0.00	0%
549.100 - Other Misc Chgs & Obligations	\$0.00	\$0.00	\$1,000.00	\$1,000.00	
549.110 - Permitting	\$2,000.00	\$2,000.00	\$0.00	(\$2,000.00)	-100%
551.100 - Office Supplies	\$5,000.00	\$5,500.00	\$2,000.00	(\$3,500.00)	-64%
551.101 - Supplies - Janitorial	\$0.00	\$1,000.00	\$4,000.00	\$3,000.00	300%
552.100 - Computer Supplies	\$0.00	\$1,000.00	\$4,000.00	\$3,000.00	300%
552.101 - Gasoline, Diesel & Oil	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	0%
552.103 - Uniforms	\$3,000.00	\$3,000.00	\$4,550.00	\$1,550.00	52%
552.105 - Small Tools & Equip	\$4,000.00	\$5,000.00	\$5,000.00	\$0.00	0%
554.100 - Books, Pubs, Subs, & Memberships	\$0.00	\$0.00	\$1,300.00	\$1,300.00	
555.100 - Personnel Training	\$3,000.00	\$3,000.00	\$5,000.00	\$2,000.00	67%
TOTAL	\$787,150	\$851,650	\$895,450	\$43,800	5.1%

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Infrastructure (414) - Summary

Infrastructure - Summary					
Description	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027	
Operating					
534.115 - Cont Svcs - Grounds Maintenance	\$5,000.00	\$5,500.00	\$5,600.00	\$100.00	2%
534.116 - Cont Svcs - Software	\$0.00	\$2,000.00	\$2,000.00	\$0.00	0%
534.125 - Contracted Svcs - General Oper	\$0.00	\$0.00	\$50,000.00	\$50,000.00	
541.100 - Telephone	\$3,000.00	\$3,000.00	\$3,120.00	\$120.00	4%
543.100 - Utilities - Electric	\$172,000.00	\$170,000.00	\$195,000.00	\$25,000.00	15%
546.107 - Repair/Maint - Infrastructure	\$320,000.00	\$320,000.00	\$225,500.00	(\$94,500.00)	-30%
546.108 - Repair/Maint - Generator	\$10,000.00	\$10,000.00	\$32,000.00	\$22,000.00	220%
546.109 - Vehicle Maintenance	\$27,000.00	\$27,000.00	\$36,500.00	\$9,500.00	35%
549.100 - Other Misc Chgs & Obligations	\$250.00	\$0.00	\$4,000.00	\$4,000.00	
549.110 - Permitting	\$16,500.00	\$20,000.00	\$25,000.00	\$5,000.00	25%
552.101 - Gasoline, Diesel & Oil	\$32,500.00	\$32,500.00	\$30,000.00	(\$2,500.00)	-8%
552.103 -Uniforms	\$3,000.00	\$3,000.00	\$5,900.00	\$2,900.00	97%
552.105 - Small Tools & Equipment	\$5,000.00	\$7,000.00	\$7,000.00	\$0.00	0%
554.100 - Books, Pubs, Subs, & Memberships	\$0.00	\$0.00	\$1,500.00	\$1,500.00	
555.100 - Personnel Training	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	0%
TOTAL	\$598,250	\$604,000	\$627,120	\$23,120	3.8%

South Martin Regional Utility
Fiscal Year 2026-27 Annual Budget
Customer Service (415) - Summary

Customer Service - Summary					
Description	Revised Budget 2024-2025	Revised Budget 2025-2026	Proposed Budget 2026-2027	Change from Revised 2025-2026 to Proposed 2026-2027	
Operating					
531.109 - Prof Svcs- Business	\$5,000.00	\$5,000.00	\$2,000.00	(\$3,000.00)	-60%
534.115 - Cont Svcs - Grounds Maintenance	\$5,000.00	\$5,500.00	\$4,000.00	(\$1,500.00)	-27%
534.116 - Cont Svcs - Software	\$0.00	\$0.00	\$50,000.00	\$50,000.00	
534.125 - Contracted Scs - General Oper	\$59,000.00	\$63,500.00	\$56,000.00	(\$7,500.00)	-12%
540.100 - Travel & Per Diem	\$0.00	\$0.00	\$0.00	\$0.00	
541.100 - Telephone	\$6,000.00	\$7,000.00	\$7,000.00	\$0.00	0%
542.100 - Postage	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	0%
543.100 - Utilities - Electric	\$5,000.00	\$4,000.00	\$4,000.00	\$0.00	0%
543.101 - Utilities - Water	\$0.00	\$0.00	\$2,000.00	\$2,000.00	
546.100 - Equipment Maintenance	\$250.00	\$1,000.00	\$1,000.00	\$0.00	0%
546.104 - Repair/Maint - Building	\$9,500.00	\$9,500.00	\$6,600.00	(\$2,900.00)	-31%
546.108 - Repair/Maint. - Generator	\$5,000.00	\$5,000.00	\$7,000.00	\$2,000.00	40%
546.109 - Vehicle Maintenance	\$8,000.00	\$8,000.00	\$8,400.00	\$400.00	5%
549.100 - Other Misc Chgs & Obligations	\$750.00	\$1,000.00	\$1,500.00	\$500.00	50%
549.116 - Billing/Lockbox Services	\$94,000.00	\$97,000.00	\$102,000.00	\$5,000.00	5%
549.126 - Bad Debts - Utilities	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	0%
551.100 - Office Supplies	\$7,000.00	\$7,000.00	\$5,000.00	(\$2,000.00)	-29%
551.101 - Supplies - Janitorial	\$0.00	\$1,000.00	\$1,000.00	\$0.00	0%
552.100 - Computer/Supplies	\$0.00	\$1,000.00	\$2,000.00	\$1,000.00	100%
552.101 - Gasoline, Diesel & Oil	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	0%
552.103 - Uniforms	\$3,000.00	\$3,000.00	\$4,000.00	\$1,000.00	33%
552.105 - Small tools & Equip	\$3,000.00	\$3,000.00	\$2,000.00	(\$1,000.00)	-33%
555.100 - Personnel Training	\$2,000.00	\$2,000.00	\$2,700.00	\$700.00	35%
TOTAL	\$227,000	\$238,000	\$282,700	\$44,700	18.8%

APPENDIX B

5 - YEAR CAPTIAL IMPROVEMENT PLAN

**South Martin Regional
5-Year Capital Improvement Plan**

PROJECT	Fund	Department	Location	Funding Source	FY2027	FY2028	FY2029	FY2030	FY2031
Water Treatment									
NWP Pre Filtration & Degassification & Clearwell	402	412	NWP	Connection Fees/R&R	5,825,000	4,075,000			
NWP Building Repairs	403	412	NWP	R&R	25,000	25,000	25,000	25,000	25,000
NWP Roof Replacement	403	412	NWP	R&R		175,000			
NWP Well 17n Test Well, Design & Drill	403	412	NWP	R&R		125,000	1,250,000		
NWP Recovery Membrane Replacement	403	412	NWP	R&R		35,000			
NWP Electrical Supply Storage	403	412	NWP	R&R		25,000			
NWP Primary Membrane Replacement	403	412	NWP	R&R			130,000		
NWP Well 1n/2n Test Well, Design & Redrill	403	412	NWP	R&R				125,000	1,250,000
NWP GST Tank Mixers	403	412	NWP	R&R				125,000	
NWP GST Inspection & Repair	403	412	NWP	R&R				75,000	75,000
NWP PFAS Treatment (TBD)	402	412	NWP	TBD					
SWP Expansion	406	412	SWP	Bond	300,000	2,500,000			
SWP UFA Well No. 3	406	412	SWP	Bond		250,000	10,000,000		
RO Plant Generator 1 MW	402	412	SWP	Connection Fees/Grant		2,100,000			
SWP Point-of-Entry Meter Station Replacement (Rollover)	403	412	SWP	R&R	275,000				
SWP RO Skid Upgrades	403	412	SWP	R&R			750,000	750,000	
SWP Building Repairs	403	412	SWP	R&R	50,000	50,000	50,000	50,000	50,000
SWP Degas Repairs	403	412	SWP	R&R	50,000				
SWP I&C Office Rehab / Records Room Conversion	403	412	SWP	R&R	50,000				
SWP RO HPP Motor Rehab	403	412	SWP	R&R	25,000	25,000	25,000		
SWP Historical Tank Hardening	403	412	SWP	R&R	25,000				
SWP Phosphate Pump Skid Replacement	403	412	SWP	R&R	25,000				
SWP Chlorine Pump Skid Replacement	403	412	SWP	R&R	25,000				
SWP Well PLC Replacements	403	412	SWP	R&R	10,000	10,000	10,000		
SWP MCC, Generator & ATS Replacement	403	412	SWP	R&R		750,000	400,000		
SWP HSP Valve Replacement	403	412	SWP	R&R		200,000			
SWP Well #10sTest Well, Design & Redrill	403	412	SWP	R&R			125,000	1,250,000	
SWP Degas & Scrubber Media Replacement	403	412	SWP	R&R			100,000		
SWP Transfer Pump & Valve Rebuild/Replacement	403	412	SWP	R&R			75,000	75,000	
SWP Scrubber Pump Redesign	403	412	SWP	R&R			75,000		
SWP Scrubber Control Panel Replacement	403	412	SWP	R&R			75,000		
SWP Clearwell Sample Panel Replacement	403	412	SWP	R&R			50,000		
SWP MCC, Generator & ATS Replacement	403	412	SWP	R&R				1,000,000	
SWP HSP PLC Cabinet Upgrade	403	412	SWP	R&R				150,000	
SWP GST Inspection & Repair	403	412	SWP	R&R				75,000	75,000
SWP Control Room Rehab	403	412	SWP	R&R				30,000	
SWP Eyewash Replacement	403	412	SWP	R&R				25,000	
SWP PFAS Treatment (TBD)	402	412	SWP	TBD					
Machinery & Equipment Replacements	403	412	NWP/SWP	R&R	50,000	50,000	50,000	50,000	50,000

**South Martin Regional
5-Year Capital Improvement Plan**

PROJECT	Fund	Department	Location	Funding Source	FY2027	FY2028	FY2029	FY2030	FY2031
Wastewater Treatment									
Air Header Piping Replacement (Rollover)	403	413	WWTP	R&R	500,000				
Equilization Tank Cleaning & Structural Repairs	403	413	WWTP	R&R/Grant	250,000				
MCC/PLC Upgrades	403	413	WWTP	R&R	200,000	200,000			
Odor Control Repairs	403	413	WWTP	R&R	75,000				
RCW Pump Replacement	403	413	WWTP	R&R	50,000	150,000			
WWTP Building Repairs	403	412	WWTP	R&R	50,000	50,000	50,000	50,000	50,000
Chlorine Tank Replacement	403	413	WWTP	R&R	50,000				
Process Blowers Rehab & Replacements (Blowers 5 & 6)	403	413	WWTP	R&R	50,000				
Influent Pump Replacement	403	413	WWTP	R&R	45,000				
RAS Pump Replacements	403	413	WWTP	R&R	20,000	20,000	20,000	20,000	
Odor Control System Replacement	403	413	WWTP	R&R		50,000	300,000		
Computer Replacement	403	413	WWTP	R&R		2,000			2,000
Wastewater Treatment Expansion (TBD)	407	413	WWTP	R&R					
Generator Replacement	403	413	WWTP	R&R/Grant			750,000		
Infrastructure									
Gomez Neighborhood Water Main Extensions - Phase 2 (Rollover)	406	414	Distribution	Grant	900,000				
Hobe Sound CRA Utility Relocations	403	414	Distribution	R&R	75,000	300,000			
Bacteriological Sample Tap Replacement	403	414	Distribution	R&R	50,000	50,000	50,000		
Ridgeway Water Main Relocation (430' Reroute)	403	414	Distribution	R&R	40,000	75,000			
Hydrants & Valves	403	414	Distribution	R&R	30,000	30,000	30,000	30,000	30,000
Service Lines	403	414	Distribution	R&R	25,000	25,000	25,000	25,000	25,000
AC Water Main Replacements	403	414	Distribution	R&R		300,000	2,000,000	2,000,000	2,000,000
Zeus Park Water Main Replacement & Fire Flow Improvements	403	414	Distribution	R&R				600,000	2,000,000
S Beach Road Booster Pump Station (TBD)	402	414	Distribution	Connection Fees					
Lift Station Upgrades	403	414	Collection	R&R	100,000	100,000	100,000	100,000	100,000
Sewer Re-lining	403	414	Collection	R&R	100,000	100,000	100,000	100,000	100,000
Lift Station Pump Replacements	403	414	Collection	R&R	50,000	50,000	50,000	50,000	50,000
Harbours Sewer Replacement	403	414	Collection	R&R	75,000	450,000			
Septic-to-Sewer Connections	407	414	Collection	Connection Fees	75,000	75,000	75,000	75,000	75,000
Lift Stations Telemetry Installations	403	414	Collection	R&R	60,000	60,000	60,000	60,000	60,000
Lift Station Design & Replacement	403	414	Collection	R&R		200,000			
Lift Station A8-8 (Seabranh) Generator/Bypass Pump	402	414	Collection	Connection Fees				250,000	
Lift Station A21-21 (Banner Lake) Generator/Bypass Pump	402	414	Collection	Connection Fees					250,000
Customer Service									
Meter Replacement Program & AMI Conversion	403	415	Customer Service	R&R	2,000,000	1,500,000	1,500,000		
Computer Replacement	403	415	Customer Service	R&R	2,000		2,000		2,000
BSA Upgrade	403	415	Customer Service	R&R			30,000	76,000	

South Martin Regional
5-Year Capital Improvement Plan

PROJECT	Fund	Department	Location	Funding Source	FY2027	FY2028	FY2029	FY2030	FY2031
Equipment & Vehicle Replacements									
Vehicle 31 Replacement - 5500 Diesel Crane Truck (Rollover)	403	414	Fleet	R&R	250,000				
2500 Pickup w/ Utility Body - Maintenace Technician	403	412	Fleet	R&R	100,000				
Vehicle 37 Replacement - 2500 Pickup w/ Tow Package	403	414	Fleet	R&R	75,000				
Vehicle 30 Replacement - Compact Pickup	403	415	Fleet	R&R	40,000				
Light Fleet Replacements	403		Fleet	R&R		260,000	260,000	260,000	260,000
Administration									
Tally House Impact Windows & Doors	403	411	Admin	R&R	50,000				
Computer Replacement	403	411	Admin	R&R	2,000		2,000		2,000
					12,124,000	14,442,000	18,594,000	7,501,000	6,531,000

APPENDIX C

STRATEGIC PLAN

2026

STRATEGIC PLAN

INTRODUCTION

South Martin Regional Utility has the privilege of supporting the unique quality of life of South Martin County by providing high-quality water and wastewater service with an exceptional customer experience. With that comes a responsibility to make sure our water is safe, reliable, great tasting, and affordable – today and for years to come.

Our utility faces many of the same challenges common to water and wastewater utilities across the state and country, as well as some that are unique to SMRU. These include meeting more stringent, unfunded regulatory requirements; planning and funding the renewal and replacement of infrastructure reaching the end of its useful life; strategically expanding capacity to meet the needs of development without placing a financial burden on our existing customers by overbuilding; minimizing risk exposure to the Town; and more.

As we approach these complex challenges, each decision is filtered through the lenses of: 1) What is best for the Town of Jupiter Island, 2) What is best for the customers of SMRU, and 3) What is best for the SMRU team.

Our customers have high expectations for service. We are blessed with the team in place to provide it. This strategic plan lays the framework to maintain and enhance our level-of-service for years to come.

Matt Hammond, PE, MBA
Director

ABOUT SMRU

**20,000
PEOPLE SERVED**

**OVER 200 MILES
OF PIPELINE**

**NEARLY 1,000
FIRE HYDRANTS**

2,100+ VALVES

**106 LIFT
STATIONS**

**TEAM OF 36
LICENSED
OPERATORS,
TECHNICIANS &
PROFESSIONAL
STAFF**



North Water Treatment Plant

INDUSTRY TRENDS

To continue supporting the unique quality of life of Jupiter Island and Hobe Sound, SMRU must address key local and industry trends in its plans for the future. The following key trends helped guide the Strategic Priorities and Key Projects for the utility.

TREND 1 - REGULATORY CHANGES

New regulations move the goal line that SMRU must meet for regulatory compliance. These new regulations often require substantial capital investments that our rate payers must bear.

- Lower PFAS limits
- More stringent nutrient limits on WW effluent
- Surficial groundwater withdrawal restrictions

TREND 2 - GROWTH

The SMRU service area includes large tracts of undeveloped land, as well as significant redevelopment and infill within the Hobe Sound area. In addition to new development, there are existing developed properties that are currently unserved by either water or sewer service. These new demands require sufficient treatment and transmission capacity to serve them.

- New development in the Hobe Sound area
- Redevelopment changing land use
- Capacity for septic-to-sewer
- Capacity for decommissioning package plants

TREND 3 - FINANCIAL PRESSURES

As a stand-alone enterprise fund and governmental monopoly, SMRU has the responsibility to operate efficiently and fully recover the costs of providing service with predictable and equitable rates. These financial demands are often in tension and must be carefully balanced.

- Backlog of Renewal & Replacement needs
- Unfunded regulatory mandates
- Maintaining affordability and cost equity



INDUSTRY TRENDS CONT'D...

TREND 4 - TECHNOLOGY

While there will always be certain aspects of operating a water utility, such as repairing a water break that cannot be replaced by technology, the right technologies enable SMRU to better serve our customers. Many of these technologies are already in use. Selecting and implementing the right new technologies will allow SMRU to operate more effectively and efficiently while providing higher level of service to customers.

- Advanced Metering Infrastructure
- Asset management software
- Customer portal
- More sophisticated SCADA capabilities
- Artificial Intelligence

TREND 5- RISK PROFILE

An ever changing risk environment puts a strain on the ability to cost effectively provide service to customers, requiring changes to business practices to mitigate. These risks include:

- Cybersecurity
- Aging infrastructure
- Compliance



Waste Water Treatment Plant

STRATEGIC PRIORITIES

The following Strategic Priorities serve as the blueprint for where available time and resources will be invested to further advance SMRU.

✦ Infrastructure Planning & Investment

Proactively planning and constructing infrastructure that balances near-term and long-term levels-of-service, life cycle costs, and risk.

Utilities are inherently an infrastructure-heavy industry. Planning for and prioritizing the renewal & replacement of existing infrastructure that serves current customers, meeting evolving regulatory requirements, and preparing for future growth are among the most consequential decisions a utility must make.

- Complete comprehensive water, wastewater, and reclaimed water master plan
- Prepare detailed 10-year Capital Improvement Program
- Update the Geographic Information System (GIS) database and asset inventory



✦ Financial Stewardship

Funding utility operational and infrastructure needs while balancing customer affordability and maintaining a strong financial position.

A financially healthy utility can fund its operational and infrastructure needs while maintaining competitive rates and a strong financial position. This requires rates that adequately fund operational and renewal and replacement needs, fees that cover the costs of the services provided, and connection fees that recover the cost of the new capacity required.

- Complete rate and connection fee studies
- Pass updated rate resolution
- Aggressively pursue grant and alternate funding opportunities
- Prepare detailed operational budget



✧ Communication & Coordination

Fostering open communication and engaging stakeholders to promote awareness, collaboration, and trust.

Building stakeholder understanding and support is paramount to the trust placed in SMRU as a community partner. We will proactively and transparently communicate with the Town Board, customers, community stakeholders, and our internal team.

- Review and update SMRU website
- Incorporate communication plans into Standard Operating Procedures
- Update and improve SMRU items
- Improve communication with Town of Jupiter Island Board and Administration

✧ Operational Optimization

Enhancing operational performance and efficiencies through improved workflows, new technologies, and industry best management practices.

Leveraging current resources along with existing and emerging technologies, where beneficial, allows SMRU to continuously improve workflows and procedures, while fostering data-informed decision making.

- Identify and prioritize key processes needing Standard Operating Procedures
- Prepare staffing plan for current and future operational needs
- Implement work order management/Computerized Maintenance Management System (CMMS) systems
- Implement and expand the use of Advanced Meter Infrastructure (AMI) and Supervisory Control and Data Acquisition (SCADA) systems
- Review and update Regulations, Policies & Procedures



Quality Sample Testing



Pumps Electrical Maintenance



Well Maintenance

KEY PROJECTS



Comprehensive Utility Master Plan

One of the most important steps for the long-term Infrastructure Planning & Investment is completing a comprehensive master plan for SMRU that evaluates current and future demand projections, as well as the necessary investments in treatment and transmission systems to meet those demands. The last updates to the master plans were completed in 2009. Master planning efforts are currently underway for the wastewater system, and planning for the potable water system will kickoff in quarter 2 of 2026.

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Rate & Connection Fee Updates

Rates and fees that cover the costs of efficient operations and infrastructure investments are central to the key priorities of Financial Stewardship and Infrastructure Planning & Investment. A rate study is currently underway with Raftelis Financial Consultants that considers the operational and infrastructure needs. Equally important are connection fees, which recover the cost of constructing the capacity needed for new growth. Utility connection fees are governed by Florida Statutes as impact fees and must demonstrate a rational nexus with the costs associated with the increased impact of the new construction. Both items will require adoption by resolution of the Board.

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PFAS Treatment Implementation

Revised regulations on per- and polyfluoroalkyl substances (PFAS) by the Environmental Protection Agency have created a significant unfunded financial burden on many utilities, including SMRU. Full compliance with PFAS regulations is required by April 2029. A pilot study, to be completed this summer, is evaluating the most cost-effective treatment options at the North and South Water Treatment Plants. Design and construction of the selected treatment alternatives over the next several fiscal years is required to meet the pending regulations.

KEY PROJECTS CONT'D...

Asset Documentation and Condition Assessment

The first step in infrastructure management is knowing the assets you have and their condition. SMRU owns tens of millions of dollars in infrastructure assets, dating back to the early 1900's, that are used for providing service to customers. Staff will complete a comprehensive review and documentation of the utility's assets, which will be used to prioritize renewals & replacements by weighing their condition, criticality and life-cycle costs.



PFAS Pilot Testing



South Water Treatment Plant



High Service Pump Building

SOUTH MARTIN REGIONAL UTILITY

MISSION

We support the unique quality of life of the Town of Jupiter Island and Hobe Sound communities with exceptional water service.

VISION

To be a trusted provider of water services that is a leader in operational excellence, financial stewardship, and customer experience.

VALUES

- Integrity
- Safety
- Teamwork
- Respect
- Excellence
- Service





SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 4

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Agreement – Lawrence Lee Construction Services
Date: July 21, 2026

Division: Water, Wastewater, Infrastructure

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) from time to time requires the services of utility contractors for repair and maintenance services throughout the utility system that exceed the capabilities, equipment, or availability of SMRU staff. To assist with this essential work at competitive pricing, staff requests to enter into a piggyback agreement with Lawrence Lee Construction Services, Inc. using the public bidding process and resulting award and agreement of Martin County, FL for the same services required by SMRU, dated August 12, 2025.

Martin County competitively bid for Utilities Plant Repair, Maintenance & Construction Services under County solicitation RFQ2025-3682. This contract, including pricing bid by Lawrence Lee Construction Services, was awarded by Martin County to Lawrence Lee Construction Services, for an initial term of three (3) years plus two (2) 1-year renewal options.

No services will be provided under the agreement until a service request is issued.

The proposed piggyback contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-412-546.105: Repair/Maintenance – Water
- 401-413-546.106: Repair/Maintenance – Wastewater
- 401-414-546.107: Repair/Maintenance – Infrastructure
- Fund 403 Renewal & Replacement

3. Recommendation Action:

Staff requests that the SMRU Board approve the piggyback agreement with Lawrence Lee Construction Services, Inc. with the same pricing as provided in the Martin County Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Lawrence Lee Construction Services, Inc. (the “**Contractor**”), with its principal address at 800 SE Lincoln Ave, Stuart, FL 34994.

WITNESSETH:

WHEREAS, Martin County, Florida (the “**County**”) accepted Contractor’s bid, dated June 18, 2025 (the “**Contractor’s Bid**”), for the Utilities Plant Repair, Maintenance & Construction Services (the “**Services**”) submitted in response to County RFQ 2025-3682, pursuant to a competitive public bidding process by the County (the “**ITB**”), and entered into Contract No. RFQ2025-3682 between the County and Contractor, dated August 12, 2025, as amended (the “**Contract**”); and

WHEREAS, the ITB, Contractor’s Bid, and the Contract comprise the contract documents binding upon the Contractor, (collectively, the “**Contract Documents**”); and

WHEREAS, Owner desires to obtain Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the County in the ITB, and Owner and Contractor wish to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the “**Agreement**”); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Material to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The ITB and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the Contractor’s Bid and the Contract Documents refer to “Martin County” or “County” or “Board of County Commissioners of

Martin County” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the Contract refer to “Agreement” or “Contract”, it shall refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to Martin County’s service locations, it shall refer to Owner’s facilities in Martin County. Where the provisions of the Contract Documents refer to the “Project Manager”, it shall refer to Owner’s Director of Utilities; where provisions refer to “Architect/Engineer”, it shall refer to Owner’s in-house engineers or consulting engineer(s) for a particular construction services project.

2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the “**Effective Date**”) and continue for a term of three (3) years with the option for two (2) one (1) year renewals contingent upon mutual written agreement. Time is of the essence in the performance of this Agreement.

3. Unit Prices. The unit prices for the Services are set forth on Exhibit A to this Agreement. These unit prices will be applicable during the term of this Agreement and are subject to adjustment for any renewal terms upon agreement of the parties.

4. Service Orders.
A. No Services deliveries under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor with a written Service Order (a “**Service Order**”).

B. Each Service Order will set forth, among other things, the following:

- i. The scope of Services requested;
- ii. The time and schedule of delivery;
- iii. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
- iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The Services to be delivered by Contractor will commence after the execution of each Service Order. Contractor’s work must be performed, completed and submitted to Owner as specified in the Service Order.

D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Order.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

A. Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or

B. Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

C. Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

D. Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: rgallo@tji.martin.fl.us

For notices and communications to Contractor:

Lawrence Lee Construction Services, Inc.
800 SE Lincoln Ave

Stuart, FL 34994
Email: GS@lawrenceleeconstruction.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.

11. Conflict of Interest. Contractor represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

13. Termination/Assignment. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Orders performed through the date of termination, which Service Orders terminate with the

termination of the Agreement. Contractor may not assign this Agreement without the prior written consent of the Owner. If at any time during the term of this Agreement, as extended, Contractor fails to be in good standing with the Florida Division of Corporations, Owner shall be relieved of its obligations under this Agreement until Contractor becomes in good standing with the Florida Division of Corporations.

14. Allotment of Service Requests/Service Orders to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Orders. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Orders.

15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, Florida.

16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Contractor.

17. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

19. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”).

20. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors’ compliance with this requirement to Owner upon Owner’s request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

21. Public Records. The Contract is amended to replace the County’s Chapter 119 Notice to read:

PUBLIC RECORDS COMPLIANCE. If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Consultant shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner’s custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract,

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____

Its Mayor

(TOWN SEAL)

Date: _____

**LAWRENCE LEE CONSTRUCTION
SERVICES, INC.**

By: _____

Name: Geoffrey L. Schmidt

Its: Authorized Representative



EXHIBIT A

RFQ2025-3682 - Utilities Plant Repair, Maintenance & Construction

Exhibit B - Unit Price & Mark-Ups

Lawrence Lee Construction Services, Inc.

Labor	Amount	
Project Manager	\$ 165.00	/hour
Superintendent	\$ 140.00	/hour
2-Man Crew	\$ 150.00	/hour
3-Man Crew	\$ 210.00	/hour
4-Man Crew	\$ 270.00	/hour
5-Man Crew	\$ 330.00	/hour
Administrator	\$ 65.00	/hour

Equipment	Amount	
Backhoe/Loader	\$ 1,400	/week
Excavator, Mini	\$ 2,500	/week
Excavator (35k)	\$ 2,900	/week
Skid Steer	\$ 2,200	/week
Wheel Loader (2.0 CY)	\$ 1,700	/week
All-Terrain Forklift (10k)	\$ 2,700	/week
Truck	\$ 1,100	/week

Mark-Up	Amount
Material	15%
Subcontractor	13%



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 5

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Agreement – Raftelis Financial Consultants
Date: July 21, 2026

Division: Administration

Prepared by: Matthew Hammond – Utility Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) requires the services of a utility financial consultant to assist with budgeting, forecasting, rate making, annual rate adjustments, fee studies, and other utility financial analyses. Staff requests to enter into a piggyback agreement with Raftelis Financial Consultants, Inc. using the public solicitation process and resulting award and agreement of the City of West Palm Beach, FL dated October 2, 2025 for the same services required by SMRU. Raftelis is a leading national company who specializes in local government and utility management consulting. Raftelis Financial Consultants (formerly Public Resources Management Group) has been SMRU's rate consultant since its inception.

The City of West Palm Beach competitively solicited for Utility Rate and Financial Consulting Services under solicitation RFP No. 24-25-217MK. This contract, including pricing bid by Raftelis Financial Consultants, was awarded by the City to Raftelis Financial Consultants, for an initial term of three (3) years plus two (2) 1-year renewal options.

The proposed piggyback contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated annually under General Ledger Line Item 401-411-532.101: Professional Services - Financial.

3. Recommendation Action:

Staff requests that the SMRU Board approve the piggyback agreement with Raftelis Financial Consultants, Inc., for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT

FOR UTILITY RATE AND FINANCIAL CONSULTING SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the "**Owner**"), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Raftelis Financial Consultants, Inc., (the "**Contractor**", with its principal address at 227 West Trade Street, Suite 1400, Charlotte, NC 28202.

WITNESSETH:

WHEREAS, the City of West Palm Beach, Florida (the "**City**") accepted Contractor's proposal dated October 2, 2025 (the "**Contractor's Bid**"), for utility rate and financial consulting services (the "**Services**") submitted in response to City Request for Proposal RFP No. 24-25-217 MK, pursuant to a competitive public bidding process by the City (the "**ITB**"); and

WHEREAS, the ITB, Contractor's Bid, and the contract entered into between the City and Contractor for Services, dated February 6, 2026, WPB No. 35325.001 (the "**Contract**"), comprise the contract documents binding upon the Contractor, (collectively, the "**Contract Documents**"); and

WHEREAS, Owner desires to obtain Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the City in the RFP, and Owner and Contractor wish to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the "**Agreement**"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Services to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The ITB and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the County Bid and the Contract Documents refer to "City of West Palm Beach" or "City" as the owner/contracting party, replace it with "Town of Jupiter Island, Florida." Where provisions of the Contract refer to "Agreement" or "Contract", it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to City service locations, it will refer to Owner's facilities in Martin County. Where provisions of the Contract refer to the City Attorney, it will refer to the South Martin Regional Utility attorney. Where provisions of the Contract refer to County Project Manager, it will refer to the Utility Director for South Martin Regional Utility. Section 20 of the Contract referencing the Inspector General of Palm Beach County, is deleted as not applicable. The Contractor's representations in Section 6 of the Contract are updated and confirmed by Contractor as representations and warrants to Owner.
2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the "Effective Date") and continue for a term of three (3) years, with two (2) one-year renewal terms. Time is of the essence in the performance of this Agreement.
3. Unit Prices. The hourly Fee Schedule and Standard Cost Rates set forth in the City Contract, attached as Exhibit "A" to this Agreement, apply during the term of this Agreement.
4. Service Requests.
 - A. No services under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor with a written service request (a "Service Request").
 - B. Each Service Request will set forth, among other things, the following:
 - i. The scope of Services requested;
 - ii. The time and schedule of delivery of the Services;
 - iii. The method and amount of compensation based upon the Fee Schedule set forth in Section 3 above;
 - iv. Any modifications to this Agreement, if mutually agreed upon by the parties.
 - C. The Services to be delivered by Contractor will commence after the execution of each Service Order. Contractor's work must be performed, completed and submitted to Owner as specified in the Service Order.
 - D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Request.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:
- (a) Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or
 - (b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or
 - (c) Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or
 - (d) Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.
- The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:
- For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island

P.O. Box 395
Hobe Sound, FL 33475
Email: rgarlo@tji.martin.fl.us

For notices and communications to Contractor:

Raftelis Financial Consultants, Inc.
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
Email: tboveri@raftelis.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.
10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Requests performed through the date of termination, which Service Requests terminate with the termination of the Agreement.
14. Allotment of Service Requests to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.
15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, Florida.
16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Contractor.
17. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies

that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.
19. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)
20. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract.

Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

21. Public Records. That portion of Section 19 of the Contract, Public Records Laws, referencing the Office of the City Clerk, is amended as follows:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of date signed by Owner (the "Effective Date).

Authentication

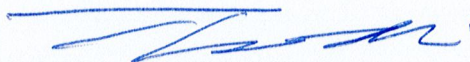
THE TOWN OF JUPITER ISLAND

Town Clerk
(TOWN SEAL)

By: _____
Anne Scott
Its Mayor

Date: _____

RAFTELIS FINANCIAL CONSULTANTS

By: 
Name: Thierry Boveri
Its: Authorized Representative

TAB 6: FEE STRUCTURE

Fee Structure

Our billing philosophy and value commitment is centered on delivering exceptional service to the ECR/City through efficiency, responsiveness, and the quality of our work. Our deep institutional knowledge of the ECR/City—gained through years of experience—means we can work effectively with minimal ramp-up time. This has consistently allowed us to deliver under budget and limit billing to meaningful, productive work effort. While hourly rate comparisons can be misleading in isolation, we believe it's important to share how our pricing and delivery model ensures both transparency and value:

1. Top-of-License Approach

We strategically assign work to the most appropriate team members based on their expertise. Senior consultants focus on high-level strategy and complex tasks, while more routine work is handled by team members with lower billing rates. This maximizes efficiency and reduces overall project costs.

2. Value-Based Billing

We only bill for time that adds value. If our work is not substantively contributing to the quality of the final deliverable, we do not charge for it. This approach ensures alignment between our efforts and your expectations.

3. Budget-Conscious Delivery

From the outset, we collaborate with you to align scope and budget. Throughout the engagement, we manage work proactively to stay within budget, adjusting as necessary while maintaining quality and focus.

4. Responsive, Accessible Team

Our commitment extends beyond typical hours. You have direct access to our team throughout the project, with quick response times and a hands-on approach that our clients value highly.

We have successfully applied this model to other Florida counties and municipal engagements resulting in high levels of client satisfaction as evidenced by our ability to retain many of our clients over 20+ year horizons. Project team hours and expenses will be billed on the same invoice. Expenses related to travel will be billed at cost. Additional services outside the agreed-upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below. These rates will be in effect for calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.

POSITION	HOURLY BILLING RATE
Executive Vice President/Senior Principal	\$410
Senior Vice President	\$400
Vice President	\$370
Senior Manager	\$330
Manager	\$290
Senior Consultant	\$255
Consultant	\$230
Associate	\$190
Analyst	\$160
Administration	\$100
Technology Charge*	\$10

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

***For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50 percent.*



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 6

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Contract Renewal – Florida Detroit Diesel-Allison
Date: July 21, 2026

Division: Multiple

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) owns and operates twelve (12) fixed and portable power generators that provide temporary power supply at critical facilities in the event of service interruption. These generators require routine maintenance as well as repair services from time to time to ensure reliable service when they are needed.

On July 26, 2024, SMRU entered into an agreement with Stewart & Stevenson FDDA, LLC (doing business as Florida Detroit Diesel-Allison) for generator maintenance and repair services with an initial term of three (3) years and options for two (2) additional one (1) year renewals.

SMRU is requesting to enter into the second of two (2) one (1) year renewal options, extending the contract renewal term through July 25, 2027. The renewal includes a price increase of 3% on all services from prior contract terms. No services will be provided under the agreement until a service request is issued.

Note: SMRU maintains a second contract for generator maintenance and repair services with Caterpillar, Inc. to ensure maximum flexibility, price competitiveness and reliability with generator services when needed.

The proposed renewal contract is a standard form of agreement prepared and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-412-546.108: Generator Repair/Maintenance
- 401-413-546.108: Generator Repair/Maintenance
- 401-414-546.108: Generator Repair/Maintenance
- 401-415-546.108: Generator Repair/Maintenance

3. Recommended Action:

Staff requests that the SMRU Board approve the renewal agreement with Florida Detroit Diesel through July 25, 2027, and authorize the Mayor to sign the agreement.

RENEWAL AGREEMENT
FOR
GENERATOR MAINTENANCE AND REPAIR SERVICES

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Stewart & Stevenson FDDA, LLC dba Florida Detroit Diesel-Allison, hereinafter “Contractor” with its principal address at 3885 Selvitz Road, Fort Pierce, FL 34981.

WHEREAS, Owner and Contractor entered into a Services Agreement for Generator Maintenance and Repair Services (“Services”), dated July 26, 2024 (“Agreement”); and

WHEREAS, Owner and Contractor desire to enter into the second of two (2), one (1) year renewal terms, pursuant to Section 2 of the Agreement, extending the term of the Agreement to July 25, 2027.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from July 25, 2026 through July 25, 2027.
3. Section 2 of the Agreement is amended by increasing the Unit Prices in the Second Renewal Agreement by three percent (3%).
4. The Agreement is amended to incorporate the following provisions:

a) Scrutinized Companies List. Pursuant to Fla. Stat. Sec. 287.147, Contractor represents that Contractor is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Contractor further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

b) No Coerced Labor. In accordance with Florida law, the Contractor hereby represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

c) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

d) Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is listed in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from

time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)

c) E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

f) Convicted Vendor List. Contractor represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that Contractor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Contractors have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the date of this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Owner's competitive procurement activities.

g) Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, Contractor represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from Owner's competitive procurement activities.

h) Unauthorized Aliens. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Contract. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-contractors do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States.

i) Foreign Country of Concern. Pursuant to Fla. Stat. Sec. 287.138, Contractor represents that Contractor is not owned by a government of a foreign country of concern and no government of a foreign country of concern has a controlling interest in the Contractor. Contractor is not organized under the laws of and does not have a principal place of business in a foreign country of concern. For purposes of this section, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

j) Apprentices. If Contractor employs apprentices on the Project, Contractor shall notify the Owner, in writing, of the use of apprentices, and the behavior of Contractor and City shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Contractor will include a provision similar to the foregoing sentence in each subcontract.

k) Safety and Environmental Laws. In performing the work, the Contractor shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws and any other applicable rules, regulations and permits. Contractor bears full responsibility for training, safety, and providing necessary equipment for all

Contractor personnel throughout the term of the Contract. Upon request, Contractor will demonstrate to the Owner's satisfaction any programs, procedures, and other activities used to ensure compliance.

5. Except for the Term as set forth above, the terms and conditions of the Agreement remain in full force and effect.

PUBLIC RECORDS COMPLIANCE. If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Consultant shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S TOWN CLERK, WHO IS THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be duly executed and effective as of the date executed by Town (the "Effective Date").

Authentication

The Town of Jupiter Island, Florida

Town Clerk

By: _____

Its Mayor

(TOWN SEAL)

Date: _____

Stewart & Stevenson FDDA, LLC dba Florida Detroit Diesel-Allison

By: 
Outside Service Sales Rep.
Its Authorized Representative

EXHIBIT 1 UNIT PRICES

FLDDA - Generator Maintenance Cost - FY 26-27

No.	Department	Location Short Name	Location Address	Fuel	Rating kW	Generator Make	Serial # Generator	Contact Phone	Q1	Q2	Q3	Annual	Lead Book	Total
001	Public Works	Town Hall	126 Bridge Rd, Hobe Sound, FL 33455	LP	100	Generac	E172A 080403 / 0991025	772-546-0174	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,041.67	\$ 1,687.14	\$ 5,497.27
002	Public Safety	Public Safety	103 Bunker Hill Rd, Hobe Sound, FL 33455	LP	50	Oran	1940564851	772-546-0174	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,044.03	\$ 1,687.14	\$ 5,499.43
003	Public Works	Public Works	12921 SE Suzanne Dr, Hobe Sound, FL 33455	LP	35	Oran	E920471106	772-546-0174	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,044.03	\$ 1,687.14	\$ 5,499.43
004	Customer Service	Customer Service	9000 SE Hercules Ave, Hobe Sound, FL 33455	LP	40	Kohler	SGM32P628	772-546-0174	\$ 589.42	\$ 589.42	\$ 589.42	\$ 1,786.64	\$ 1,687.14	\$ 5,242.04
005	Water	North Water Plant	7500 SE Osprey St, Hobe Sound, FL 33475	D	500	CAT	G7A06704	772-529-4894	\$ -	\$ -	\$ -	\$ 3,283.43	\$ 3,134.19	\$ 6,417.62
006	Water	West Wellfield	8999 SE Eaglewood Way, Hobe Sound, FL 33455	D	150	CAT	CAT00K71VW201570	772-529-4894	\$ -	\$ -	\$ -	\$ 2,964.39	\$ 1,946.70	\$ 4,911.09
007	Water	East Wellfield	9650 SE Water St, Hobe Sound, FL 33455	D	300	CAT	CAT000CBR2900515	772-529-4894	\$ -	\$ -	\$ -	\$ 2,908.15	\$ 1,946.70	\$ 4,854.85
008	Water	South Water Plant	9650 SE Water St, Hobe Sound, FL 33455	D	500	Oran	K000173190	772-529-4894	\$ -	\$ -	\$ -	\$ 3,045.50	\$ 3,134.19	\$ 6,179.69
009	Infrastructure	CRA Lift Station	9650 SE Water St, Hobe Sound, FL 33455	D	60	Cummins	C080163829	772-708-5988	\$ 589.42	\$ 589.42	\$ 589.42	\$ 1,851.53	\$ 1,687.14	\$ 5,308.93
010	Infrastructure	Portable Gen #1	8180 SE Dixie Hwy, Hobe Sound, FL 33475	D	50	Balder	PO611000008	772-708-5988	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,201.93	\$ 1,687.14	\$ 5,657.33
011	Infrastructure	Portable Gen #2	8180 SE Dixie Hwy, Hobe Sound, FL 33475	D	60	Generac	2085226	772-708-5988	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,201.93	\$ 1,687.14	\$ 5,657.33
012	Infrastructure	Portable Gen #3	8180 SE Dixie Hwy, Hobe Sound, FL 33475	D	35	SWP	8786 / 1017	772-708-5988	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,299.27	\$ 1,687.14	\$ 5,754.67
013	Infrastructure	Portable Gen #4	8180 SE Dixie Hwy, Hobe Sound, FL 33475	D	60	CAT	cc#901661	772-708-5988	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,094.87	\$ 1,687.14	\$ 5,550.27
014	Infrastructure	Portable Gen #5	8180 SE Dixie Hwy, Hobe Sound, FL 33475	D	60	CAT	uc#901798	772-708-5988	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,094.87	\$ 1,687.14	\$ 5,550.27
015	Infrastructure	Portable Gen #6	8180 SE Dixie Hwy, Hobe Sound, FL 33475	D	90	Kohler	33kcpm#0002	772-708-5988	\$ 589.42	\$ 589.42	\$ 589.42	\$ 2,175.98	\$ 1,687.14	\$ 5,891.16
016	Wastewater	Wastewater Plant	8180 SE Dixie Hwy, Hobe Sound, FL 33475	D	405	Detroit	V83584319	772-204-3409	\$ -	\$ -	\$ -	\$ 2,761.07	\$ 1,946.70	\$ 4,707.77
														\$ 87,917.37



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 7

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Contract Renewal – Stuart Plumbing
Date: July 21, 2026

Division: Infrastructure

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

The South Martin Regional Utility (SMRU) wastewater collection system includes over 60 miles of gravity sewer piping that requires cleaning and in-line television inspections from time to time. On July 16, 2020, SMRU entered into an agreement with Stuart Plumbing, LLC for sewer main cleaning and repair services with an initial term of one (1) year and options for additional one (1) year renewals.

SMRU is requesting to enter into an additional one (1) year renewal option, extending the contract renewal term through July 15, 2027. Unit prices have been updated from prior contract terms as part of the renewal. No services will be provided under the agreement until a service request is issued.

The proposed renewal contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

3. Recommended Action:

Staff requests that the SMRU Board approve the renewal agreement with Stuart Plumbing, LLC, through July 15, 2027, and authorize the Mayor to sign the agreement.

SIXTH RENEWAL AGREEMENT
SEWER MAIN CLEANING AND REPAIR SERVICES

THIS SIXTH RENEWAL AGREEMENT (“**Sixth Renewal Agreement**”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “**Owner**” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Stuart Plumbing, LLC., hereinafter “**Contractor**” with its principal address at 1317 Decker Ave, Stuart, FL 34994.

WHEREAS, Owner and Contractor entered into a Contract for Sewer Main Cleaning and Repair Services, dated July 16, 2020 (“**Agreement**”), with a term from July 16, 2020 through July 15, 2021 (the “**Term**”), which was renewed by the parties for a renewal term extending the term through July 15, 2022 (the “**First Renewal Term**”), and which was renewed by the parties for a renewal term extending the term through July 15, 2023 (the “**Second Renewal Term**”), and was renewed by the parties for a renewal term extending the term through July 15, 2024 (the “**Third Renewal Term**”) and was renewed by the parties for a renewal term extending the term through July 15, 2025 (the “**Fourth Renewal Term**”), and was renewed by the parties for a renewal term extending the term through July 15, 2025 (the “**Fifth Renewal Term**”); and

WHEREAS, Owner and Contractor desire to enter into a sixth one (1) year renewal term, pursuant to Section 2 of the Agreement, extending the term of the Agreement to July 15, 2027.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Fourth Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement shall apply to this Second Renewal Agreement.
2. The Term of the Agreement is extended from July 15, 2026, through July 15, 2027.
3. The Unit Prices set forth on Exhibit “A” to the Agreement are revised as set forth on the amended Exhibit “A” attached to this Sixth Renewal Agreement.
4. Except for the Term as set forth above, the terms and conditions of the Agreement remain in full force and effect.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Renewal Agreement to be duly executed and effective as of the date executed by Town (the “**Effective Date**”).

Authentication

The Town of Jupiter Island, Florida

Town Clerk

(TOWN SEAL)

By: _____

Ann Scott

Its Mayor

Date: _____

Stuart Plumbing, LLC.

By: _____

Its Authorized Representative

EXHIBIT "A"

Qty	Item	Description
	VAC-CO...	VAC-CON SERVICES RATE - PER HOUR \$375.00 (3 HR MIN) - DAY PRICE \$3000.00 (8 HOURS) VAC-CON SERVICES OVERTIME RATE - \$565.00 PER HOUR (3 HR MIN) ALL VAC SERVICES HAVE A 3 HOUR MINIMUM INCLUDING DRIVE TIME OFFSITE DUMPING FEES - \$350 PER LOAD
	CAMERA	VIDEO INSPECTION SERVICES ARE \$350 WITH 1 HOUR MINIMUM ALL VIDEO INSPECTION SERVICES INCLUDE A DETAILED REPORT WITH A COPY OF THE VIDEO
	LIFT ST...	LIFT STATION LABOR: \$225 PER HOUR
	LIFT ST...	LIFT STATION LABOR O/T \$325 PER HOUR
	CRAWLE...	CRAWLER CAMERA (4 hour minimum) \$485.00 PER HOUR
	PLUMBI...	PLUMBING LABOR \$175 PER HOUR
	PLUMBI...	PLUMBING LABOR EMERGENCY \$265.00 PER HOUR
	JETTER	JET MACHINE PER HOUR \$450 PER HOUR
	JETTER ...	JET PER HOUR EMERGENCY \$625 PER HOUR
	UNDERG...	UNDERGROUND CREW WITH EQUIPMENT PER DAY \$4250.00

50% Deposit Required Before Commencement

Contractor will not be responsible for sod, irrigation lines, utility lines, landscape or driveway damage. We will not be responsible for any expenses due to unknown underground objects. We will not be responsible for removing landscape or any other objects that interfere with the access or installation of the drainfield and any components. No warranty on any customer provided fixtures.

Balance is due upon completion of job. A convenience fee of 3% will be applied to all credit card purchases. A 1.75% late fee will apply to unpaid balance.

\$35.00 service charge for ALL returned checks.



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 8

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Agreement – Bismark Electrical Services
Date: July 21, 2026

Division: Water, Wastewater, Infrastructure

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) from time to time requires the services of industrial electrical contractors for electrical repair and maintenance services throughout the utility system. To assist with this essential work at competitive pricing, staff requests to enter into a piggyback agreement with Bismark Electrical Services, Inc. using the public bidding process and resulting award and agreement of Orange City, FL for the same services required by SMRU, dated January 13, 2026.

Orange City competitively bid for electrical services under solicitation ITB B280-0-2025/MHH. This contract, including pricing bid by Bismark Electrical Services, was awarded by Orange City to Bismark Electrical Services, for an initial term of one (1) year plus four (1) 1-year renewal options.

No services will be provided under the agreement until a service request is issued.

The proposed piggyback contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-412-546.105: Repair/Maintenance – Water
- 401-413-546.106: Repair/Maintenance – Wastewater
- 401-414-546.107: Repair/Maintenance – Infrastructure

- Fund 403 Renewal & Replacement

3. Recommendation Action:

Staff requests that the SMRU Board approve the piggyback agreement with Bismark Electrical Services, Inc. with the same pricing as provided in the Orange City Contract for a term of one (1) year plus four (1) 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT
FOR ELECTRICAL SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Bismark Electrical Services, Inc. a Florida corporation, (the “**Contractor**”), with its principal address at 1650 S. Kanner Highway, Suite 212, Stuart, Florida 34994.

WITNESSETH:

WHEREAS, Orange City, Florida (the “**City**”) accepted Contractor’s bid, dated December 8, 2025 (the “**Contractor’s Bid**”), for the supply of Electrical Services (the “**Services**”) submitted in response to City ITB B280-0-2025/MHH, pursuant to a competitive public bidding process by the City (the “**ITB**”), and entered into Contract Agreement B280-25 for Electrical Services between the City and Contractor, dated January 13, 2026 (the “**Contract**”); and

WHEREAS, the ITB, Contractor’s Bid, and the Contract comprise the contract documents binding upon the Contractor, (collectively, the “**Contract Documents**”); and

WHEREAS, Owner desires to obtain Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the City in the ITB, and Owner and Contractor wish to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the “**Agreement**”); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Material to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The ITB and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the City Bid and the Contract Documents refer to "Orange City" or "City" as the owner/contracting party, replace it with "Town of Jupiter Island, Florida." Where provisions of the Contract refer to "Agreement" or "Contract", it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to City service locations, it will refer to Owner's South Martin Regional Utility facilities in Martin County. Where provisions of the Contract refer to "Project Manager", it will refer to the Town's South Martin Regional Utility Utility Director.

2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the "**Effective Date**") and continue for a term of one (1) year with the option for four (4) one (1) year renewals contingent upon mutual written agreement. Time is of the essence in the performance of this Agreement.

3. Unit Prices. The unit prices for the Services are set forth on Exhibit A to this Agreement. These unit prices will be applicable during the term of this Agreement and are subject to adjustment for any renewal terms upon agreement of the parties.

4. Service Orders.
A. No Services deliveries under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor with a written Service Order (a "**Service Order**").

B. Each Service Order will set forth, among other things, the following:

- i. The scope of Services requested;
- ii. The time and schedule of delivery;
- iii. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
- iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The Services to be delivered by Contractor will commence after the execution of each Service Order. Contractor's work must be performed, completed and submitted to Owner as specified in the Service Order.

D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Order.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

A. Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or

B. Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

C. Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

D. Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: rgallo@tji.martin.fl.us

For notices and communications to Contractor:

Bismark Electrical Services, Inc.
1650 S. Kanner Hwy, Suite 202

Stuart, Florida 34994
Email: wcdeluca@gmail.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.

11. Conflict of Interest. Contractor represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

13. Termination/Assignment. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Orders performed through the date of termination, which Service Orders terminate with the

termination of the Agreement. Contractor may not assign this Agreement without the prior written consent of the Owner. If at any time during the term of this Agreement, as extended, Contractor fails to be in good standing with the Florida Division of Corporations, Owner shall be relieved of its obligations under this Agreement until Contractor becomes in good standing with the Florida Division of Corporations.

14. Allotment of Service Requests/Service Orders to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Orders. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Orders.

15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, Florida.

16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Contractor.

17. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

19. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)

20. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

21. Public Records. The Contract is amended to replace the City's Chapter 119 Notice to read:

PUBLIC RECORDS COMPLIANCE. If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Consultant shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract,

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____

Its Mayor

(TOWN SEAL)

Date: _____

BISMARCK ELECTRIC SERVICES, INC.

By: *William DeLuca*
Name: WILLIAM DeLUCA, CEO
Its: Authorized Representative
Bismark Electric Services Inc

EXHIBIT A

8.2 – BID FORM (SCHEDULE OF VALUES)

B280-0-2025/MHH – CITYWIDE ELECTRICAL SERVICES

Contractor shall provide all labor, supervision, materials, equipment and incidentals necessary in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response. Contractor acknowledges many City departments such as Utilities, Public Works, Police and Fire are 24/7/365 operations and rely on the continuous use of electrical driven equipment. Contractor is required to have "standby personnel" able to quickly respond to the City's request and are capable of being called out after City's regular working hours to perform electrical repairs on critical equipment including, but not limited to wells, electrical pumps, controls, lift stations, plant electrical panels, etc.

Hourly Rates shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the City's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.
- Hourly rates commence upon arrival to the job site and reimbursement for travel time from shop or other locations to job site(s) will not be authorized.
- Contractors shall conduct all work during regular working hours unless authorized in writing by the City. Regular working hours shall be Monday through Friday, 7:00 a.m., until 4:00 p.m. Non-regular working hours will be Monday through Friday 4:01 p.m., until 6:59 a.m., including all day Saturday, Sunday and City recognized holidays.

DESCRIPTION

UNIT COST

1.	Licensed Master Electrician Regular Business Hours	\$ <u>85</u> /Hour
2.	Licensed Master Electrician Non-Regular Business Hours	\$ <u>90</u> /Hour
3.	Licensed Journeyman Regular Business Hours	\$ <u>75</u> /Hour
4.	Licensed Journeyman Non-Regular Business Hours	\$ <u>80</u> /Hour
5.	Certified Apprentice/Helper Regular Business Hours	\$ <u>65</u> /Hour
6.	Certified Apprentice/Helper Non-Regular Business Hours	\$ <u>70</u> /Hour

PERMIT APPLICATION:

In the event CONTRACTOR is required to submit an application to secure a building permit from City, City will compensate CONTRACTOR a fixed fee of ONE HUNDRED FIFTY dollars (\$150.00) per permit, per location, if required by the City's Building Code. The fixed fee will be inclusive of permit cost and any other incidentals associated with the permit.

In the event permit cost and incidentals are greater than \$150.00, City will compensate CONTRACTOR actual permit cost plus 25%.

SUPPLIES AND PARTS:

- The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the City's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the City, in writing, prior to renting equipment for which the Contractor seeks reimbursement.
- Proof of purchase for all material and equipment must be submitted with invoice showing the actual cost for reimbursable expenses by the City, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc.

Percent Adjustment - Expressed as a decimal.

Mark up for Materials over Actual Cost up to \$5,000 (25% maximum): 15 %

Mark up for Materials over Actual Cost 5,000 to \$10,000 (20% maximum): 12 %

Mark up for Materials over Actual Cost over \$10,000 (15% maximum): 10 %

Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, the extended total should be \$49.50. ($1.10 \times \$45.00 = \49.50)

OR

Percent Adjustment - Expressed as a decimal.

Discount Percentage for Materials over Actual Cost: 0 %

Example: If the discount you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 ($.90 \times \$45.00 = \40.50)

B. J. Mark Electrical Services, Inc.

Company/Contractor

12/6/23

(Date)

(Authorized signature)

(Printed or typed name)

This document must be completed and returned with your Submittal



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 9

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Agreement – Kirchman Construction
Date: July 21, 2026

Division: Multiple

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) has 15 buildings at various facilities through the utility system used for the delivery of services to customers. These buildings require the services of a building construction contractor from time to time for repair and maintenance services that exceed the capabilities, equipment, or availability of SMRU staff. To assist with this essential work at competitive pricing, staff requests to enter into a piggyback agreement with Kirchman Construction Company using the public bidding process and resulting award and agreement of Martin County, FL for the same services required by SMRU, dated June 22, 2026.

Martin County competitively bid for General Construction Services under County solicitation RFQ2026-3742. This contract was awarded by Martin County to Kirchman Construction Company, for an initial term of three (3) years plus two (2) 1-year renewal options.

No services will be provided under the agreement until a service request is issued.

The proposed piggyback contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-412-546.105: Repair/Maintenance – Water
- 401-413-546.106: Repair/Maintenance – Wastewater

- 401-414-546.107: Repair/Maintenance – Infrastructure
- Fund 403 Renewal & Replacement

3. Recommendation Action:

Staff requests that the SMRU Board approve the piggyback agreement with Kirchman Construction Company with the same pricing as provided in the Martin County Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT
FOR GENERAL CONSTRUCTION SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the "**Owner**"), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Kirchman Construction Co. (the "**Contractor**"), with its principal address at 1241 SE Indian St., Ste 108, Stuart, FL 34997.

WITNESSETH:

WHEREAS, Martin County, Florida (the "**County**") accepted Contractor's proposal February 4, 2025 (the "**Contractor's Bid**"), for General Contract Services (the "**Services**") submitted in response to County RFQ No. RFQ2026-3742, pursuant to a competitive public bidding process by the County (the "**RFQ**"), and entered into Contract No. 25-910 for General Construction Services between the County and Contractor, effective June 22, 2026, as amended (the "**Contract**"); and

WHEREAS, the RFQ, Contractor's Bid, and the Contract comprise the contract documents binding upon the Contractor, (collectively, the "**Contract Documents**"); and

WHEREAS, Owner desires to obtain Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the County in the RFQ, and Owner and Contractor wish to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the "**Agreement**"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Material to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The RFQ and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the County Bid and the Contract Documents refer to "Martin County" or "County" or "Owner" as the owner/contracting party", replace

it with "Town of Jupiter Island, Florida." Where provisions of the Contract refer to "Agreement" or "Contract", it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to County service locations, it will refer to Owner's facilities in Martin County.

2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the "**Effective Date**") and continue for a term of three (3) years with the option for two (2) one (1) year renewals contingent upon mutual written agreement. Time is of the essence in the performance of this Agreement.

3. Unit Prices. The unit prices for the Services are set forth on Exhibit A to this Agreement. These unit prices will be applicable during the term of this Agreement and are subject to adjustment for any renewal terms upon agreement of the parties.

4. Service Orders.

A. No Services deliveries under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor with a written Service Order (a "**Service Order**").

B. Each Service Order will set forth, among other things, the following:

- i. The scope of Services requested;
- ii. The time and schedule of delivery;
- iii. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
- iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The Services to be delivered by Contractor will commence after the execution of each Service Order. Contractor's work must be performed, completed and submitted to Owner as specified in the Service Order.

D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Order.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

A. Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or

B. Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment, with notice being deemed received on the date of the receipt acknowledgment; or

C. Hand-delivery to the person authorized below with a request for receipt acknowledgment, with notice being deemed received on the date of the receipt acknowledgment; or

D. Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgment, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: rgallo@tji.martin.fl.us

For notices and communications to Contractor:

Kirchman Construction Co.
1241 SE Indian St., Ste 108
Stuart, Florida 34997
Email: Ronnie@kirchmanconstruction.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.

11. Conflict of Interest. Contractor represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

13. Termination/Assignment. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Orders performed through the date of termination, which Service Orders terminate with the termination of the Agreement. Contractor may not assign this Agreement without the prior written consent of the Owner. If at any time during the term of this Agreement, as extended, Contractor fails to be in good standing with the Florida Division of Corporations,

Owner shall be relieved of its obligations under this Agreement until Contractor becomes in good standing with the Florida Division of Corporations.

14. Allotment of Service Requests/Service Orders to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Orders. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Orders.

15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, Florida.

16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Contractor.

17. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

19. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is

lists in the Annex t. or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"). (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)

20. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

21. Waiver of Chapter 558, Florida Statutes. Pursuant to Sec. 558.005(1), Fla. Stat., Contractor and Owner agree to opt out of the requirements of Chapter 558, Fla. Stat.

22. Public Records. The Contract is amended to replace the County's Chapter 119 Notice to read:

PUBLIC RECORDS COMPLIANCE. If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Consultant shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract,

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____

Its Mayor

(TOWN SEAL)

Date: _____

KIRCHMAN CONSTRUCTION CO.

By: 

Name: Ronald E Kirchman II

Its: Authorized Representative

EXHIBIT A
KIRCHMAN CONSTRUCTION CO.

1241 SE INDIAN STREET, SUITE 108, STUART, FL 34997

Phone: (772) 283-4256 · Fax: (772) 283-1570

Email: ronnie@kirchmanconstruction.com

DATE: 03/27/2026

ATTN: Seth McConihe @ Martin County Purchasing

PROJECT: RFQ2026-3742: General Contractor Services

RATE SHEET

- GC Project Management / Supervision	\$86.00/hour
- GC Skilled Labor / Mechanic	\$61.00/hour
- GC Unskilled Labor / Helper	\$49.00/hour
- Subcontractor Markup (%)	9%
- Material Markup (%)	9%
- GC Profit (%)	6%



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 10

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Agreement – GCU, LLC (Gulf Coast Underground)
Date: July 21, 2026

Division: Infrastructure

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

The South Martin Regional Utility (SMRU) wastewater collection system includes over 60 miles of gravity sewer piping and nearly 1,500 manholes that require relining and rehabilitation from time to time. To assist with this essential work at competitive pricing, staff requests to enter into a piggyback agreement with GCU, LLC (Gulf Coast Underground) using the public bidding process and resulting award and agreement of Gainesville Regional Utilities (GRU) for the same services required by SMRU, dated November 1, 2024.

GRU competitively bid for sanitary sewer line and manhole rehabilitation services under solicitation ITB 2024-082. This contract, including pricing bid by GCU, was awarded by GRU to GCU, for an initial term of three (3) years plus two (2) 1-year renewal options.

No services will be provided under the agreement until a service request is issued.

The proposed piggyback contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-414-546.107: Repair/Maintenance – Infrastructure
- Fund 403 Renewal & Replacement

3. Recommendation Action:

Staff requests that the SMRU Board approve the piggyback agreement with GCU, LLC with the same pricing as provided in the Gainesville Regional Utilities Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT

FOR SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and GCU, LLC, an Alabama limited liability company authorized to do business in the State of Florida, (the “**Contractor**”, with its principal address at 5655 Middle Road, Theodore, AL 36582.

WITNESSETH:

WHEREAS, the City of Gainesville, Florida, doing business as Gainesville Regional Utilities (the “**GRU**”) accepted Contractor’s Respondent’s Certification dated August 28, 2024 (the “**Contractor’s Response**”), for Sanitary Sewer Line & Manhole Rehabilitation Services (the “**Services**”) submitted in response to GRU’s Request for Invitation to Bid, ITB 2024-082, pursuant to a competitive public bidding process by the GRU (the “**ITB**”); and

WHEREAS, the ITB, Contractor’s Response, and the contract entered into between the GRU and Contractor for Services, dated November 1, 2024 (the “**Contract**”), comprise the contract documents binding upon the Contractor, (collectively, the “**Contract Documents**”); and

WHEREAS, Owner desires to obtain Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the GRU in the ITB, and Owner and Contractor wish to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the “**Agreement**”); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Material to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The ITB and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the GRU Bid and the Contract Documents refer to the “City of Gainesville” or “Gainesville Regional Utilities” or “GRU” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the Contract refer to “Agreement” or “Contract”, it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to GRU service locations, it will refer to Owner’s facilities in Martin County. Where provisions of the Contract refer to GRU’s Procurement Department, it shall refer to Town’s Procurement Department. The Contractor’s representations in Section 6 of the Contract are updated and confirmed by Contractor as representations and warrants to Owner.
2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the “**Effective Date**”) and continue for a term of three (3) years, with two (2) one-year renewal terms. Time is of the essence in the performance of this Agreement.
3. Unit Prices. The hourly Fee Schedule and Standard Cost Rates set forth in Exhibit 1 to the City Contract apply during the term of this Agreement.
4. Service Requests.
 - A. No services under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor with a written service request (a “**Service Request**”).
 - B. Each Service Request will set forth, among other things, the following:
 - i. The scope of Services requested;
 - ii. The time and schedule of delivery of the Services;
 - iii. The method and amount of compensation based upon the Fee Schedule set forth in Section 3 above;
 - iv. Any modifications to this Agreement, if mutually agreed upon by the parties.
 - C. Contractor has the option to accept or reject any Service Request. If Contractor accepts a Service Request, The Services to be delivered by Contractor will commence after the execution of the Service Order. Contractor’s work must be performed, completed and submitted to Owner as specified in the Service Order.
 - D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Request.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

- (a) Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or
- (b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or
- (c) Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or
- (d) Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island

P.O. Box 395
Hobe Sound, FL 33475
Email: rgarlo@tji.martin.fl.us

For notices and communications to Contractor:

GCU, LLC
5655 Middle Road
Theodore, AL 36582
Email: ddavis@gogcu.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.
10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Either party may terminate this Agreement upon seven (7) days written notice to the other party, provided if Contractor terminates the Agreement, it must complete any outstanding Service Requests unless requested to stop performance by Owner. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Requests performed through the date of termination, which Service Requests terminate with the termination of the Agreement, except as provided above.
14. Allotment of Service Requests to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.
15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, Florida.
16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Contractor.

17. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.
18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.
19. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)
20. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract.

Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

21. Public Records. That portion of Section 1.19 of the Contract, **Public Records Laws**, referencing to GRU's custodian of public records, is amended as follows:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

(TOWN SEAL)

By: _____

Anne Scott

Its Mayor

Date: _____

GCU, LLC

By:  _____

Name: Spencer Tuell

Its: Authorized Representative

Item No.	DESCRIPTION	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Amount
Mobilization					
A-1	Inspection and Cleaning Mobilization (1 per Project Area)	EA	\$2,500.00	5	\$12,500.00
A-2	CIPP Rehabilitation Mobilization (1 per Project Area)	EA	\$5,000.00	5	\$25,000.00
A-3	Lateral Service and Cleanout Mobilization (1 per Project Area)	EA	\$2,500.00	5	\$12,500.00
A-4	MH Rehabilitation Mobilization (1 per Project Area)	EA	\$2,500.00	5	\$12,500.00
A-5	Easement Access Road Matting	LF	\$20.00	500	\$10,000.00
	Easement Reel Access				
A-6	6" to 12" diameter	LF	\$5.00	500	\$2,500.00
A-7	14" to 18" diameter	LF	\$7.50	500	\$3,750.00
A-8	20" to 24" diameter	LF	\$10.00	500	\$5,000.00
Mainline Clean & Inspection - Sanitary					
	CCTV Inspection and Light Cleaning (4 Line Passes or less)				
B-1	6" diameter	LF	\$4.05	5,000	\$20,250.00
B-2	8" - 12" diameter	LF	\$2.70	10,000	\$27,000.00
B-3	14" - 18" diameter	LF	\$5.35	5,000	\$26,750.00
B-4	20" - 24" diameter	LF	\$8.00	2,500	\$20,000.00
B-5	27" - 42" diameter	LF	\$16.00	1,000	\$16,000.00
	Heavy Cleaning (Up to 4 Line Passes in addition to Light Cleaning)				
B-6	6" diameter	LF	\$1.30	5,000	\$6,500.00
B-7	8" - 12" diameter	LF	\$2.65	10,000	\$26,500.00
B-8	14" - 18" diameter	LF	\$2.65	5,000	\$13,250.00
B-9	20" - 24" diameter	LF	\$8.00	2,500	\$20,000.00
B-10	27" - 42" diameter	LF	\$10.65	1,000	\$10,650.00
	Root Cutting				
B-11	6" diameter	LF	\$4.05	1,000	\$4,050.00
B-12	8" - 12" diameter	LF	\$4.05	2,500	\$10,125.00
B-13	14" - 18" diameter	LF	\$6.70	500	\$3,350.00
B-14	20" - 24" diameter	LF	\$11.45	500	\$5,725.00
B-15	27" - 42" diameter	LF	\$16.00	500	\$8,000.00
	Tuberculation Removal				
B-16	6" diameter	LF	\$22.60	1,000	\$22,600.00
B-17	8" - 12" diameter	LF	\$17.30	5,000	\$86,500.00
B-18	14" - 18" diameter	LF	\$34.60	5,000	\$173,000.00
B-19	20" - 24" diameter	LF	\$41.90	1,000	\$41,900.00
B-20	27" - 42" diameter	LF	\$63.80	500	\$31,900.00
Service Lateral Clean & Inspection - Sanitary					
C-1	Service Lateral CCTV Inspection	EA	\$346.00	500	\$173,000.00
C-2	Service Lateral Cleaning	EA	\$150.00	500	\$75,000.00
C-3	Service Lateral Tuberculation Removal	LF	\$42.35	250	\$10,587.50
C-4	Protruding Service Lateral Removal	EA	\$150.00	100	\$15,000.00
Mainline Cured in Place Pipe (CIPP) Installation - Sanitary					
	End Seals				
D-1	6" Dia. End Seals (Per Segment)	EA	\$300.20	100	\$30,020.00
D-2	8" Dia. End Seals (Per Segment)	EA	\$360.25	100	\$36,025.00
D-3	10" Dia. End Seals (Per Segment)	EA	\$405.30	100	\$40,530.00
D-4	12" Dia. End Seals (Per Segment)	EA	\$450.30	100	\$45,030.00
D-5	14" Dia. End Seals (Per Segment)	EA	\$510.35	50	\$25,517.50
D-6	15" Dia. End Seals (Per Segment)	EA	\$510.35	50	\$25,517.50
D-7	16" Dia. End Seals (Per Segment)	EA	\$570.40	50	\$28,520.00
D-8	18" Dia. End Seals (Per Segment)	EA	\$570.40	50	\$28,520.00
D-9	20" Dia. End Seals (Per Segment)	EA	\$795.50	50	\$39,775.00
D-10	21" Dia. End Seals (Per Segment)	EA	\$795.50	50	\$39,775.00
D-11	24" Dia. End Seals (Per Segment)	EA	\$855.55	50	\$42,777.50
	6" diameter				
D-12	4.5 mm manufactured thickness (.177)	LF	\$58.45	2,000	\$116,900.00
	8" diameter				
D-13	6.0 mm manufactured thickness (.236)	LF	\$39.90	5,000	\$199,500.00
D-14	Add Item - 1.5mm increaser per LF	LF	\$4.90	5,000	\$24,500.00
	10" diameter				
D-15	6.0 mm manufactured thickness (.236)	LF	\$45.75	2,500	\$114,375.00
D-16	Add Item - 1.5mm increaser per LF	LF	\$4.05	2,500	\$10,125.00
	12" diameter				
D-17	6.0 mm manufactured thickness (.236)	LF	\$51.05	2,500	\$127,625.00
D-18	Add Item - 1.5mm increaser per LF	LF	\$9.60	2,500	\$24,000.00
	14" diameter				
D-19	6.0 mm manufactured thickness (.236)	LF	\$64.40	2,500	\$161,000.00
D-20	Add Item - 1.5mm increaser per LF	LF	\$15.85	2,500	\$39,625.00
	15" diameter				
D-21	7.5 mm manufactured thickness (.295)	LF	\$69.30	2,500	\$173,250.00
D-22	Add Item - 1.5mm increaser per LF	LF	\$15.85	2,500	\$39,625.00
	16" diameter				
D-23	7.5 mm manufactured thickness (.295)	LF	\$95.35	2,500	\$238,375.00
D-24	Add Item - 1.5mm increaser per LF	LF	\$16.40	2,500	\$41,000.00
	18" diameter				
D-25	7.5 mm manufactured thickness (.295)	LF	\$129.75	5,000	\$648,750.00
D-26	Add Item - 1.5mm increaser per LF	LF	\$16.40	5,000	\$82,000.00
	20" diameter				
D-27	7.5 mm manufactured thickness (.295)	LF	\$136.10	2,500	\$340,250.00
D-28	Add Item - 1.5mm increaser per LF	LF	\$28.65	2,500	\$71,625.00
	21" diameter				
D-29	9.0 mm manufactured thickness (.354)	LF	\$130.20	1,000	\$130,200.00
D-30	Add Item - 1.5mm increaser per LF	LF	\$20.90	1,000	\$20,900.00
	24" diameter				
D-31	10.5 mm manufactured thickness (.413)	LF	\$175.45	1,000	\$175,450.00
D-32	Add Item - 1.5mm increaser per LF	LF	\$19.90	1,000	\$19,900.00

	27" diameter				
D-33	10.5 mm manufactured thickness (.413)	LF	\$189.20	1,000	\$189,200.00
D-34	Add Item - 1.5mm increaser per LF	LF	\$19.80	1,000	\$19,800.00
	30" diameter				
D-35	12 mm manufactured thickness (.472)	LF	\$300.05	1,000	\$300,050.00
D-36	Add Item - 1.5mm increaser per LF	LF	\$29.80	1,000	\$29,800.00
	36" diameter				
D-37	12 mm manufactured thickness (.472)	LF	\$322.85	1,000	\$322,850.00
D-38	Add Item - 1.5mm increaser per LF	LF	\$29.55	1,000	\$29,550.00
	42" diameter				
D-39	13.5 mm manufactured thickness (.531)	LF	\$376.80	1,000	\$376,800.00
D-40	Add Item - 1.5mm increaser per LF	LF	\$34.15	1,000	\$34,150.00
Manhole External Drop Cured in Place Pipe Services					
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	6" diameter				
E-1	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	20	\$22,684.00
E-2	4.5 mm manufactured thickness	LF	\$2,153.90	150	\$323,085.00
E-3	Add Item - 1.5mm increaser per LF	LF	\$200.00	150	\$30,000.00
	8" diameter				
E-4	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	20	\$22,684.00
E-5	4.5 mm manufactured thickness	LF	\$2,459.30	150	\$368,895.00
E-6	Add Item - 1.5mm increaser per LF	LF	\$200.00	150	\$30,000.00
	10" diameter				
E-7	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	10	\$11,342.00
E-8	6.0 mm manufactured thickness	LF	\$2,532.40	100	\$253,240.00
E-9	Add Item - 1.5mm increaser per LF	LF	\$200.00	100	\$20,000.00
	12" diameter				
E-10	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	10	\$11,342.00
E-11	6.0 mm manufactured thickness	LF	\$2,746.70	100	\$274,670.00
E-12	Add Item - 1.5mm increaser per LF	LF	\$200.00	100	\$20,000.00
	14" diameter				
E-13	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	10	\$0.00
E-14	6.0 mm manufactured thickness	LF	\$0.00	100	\$0.00
E-15	Add Item - 1.5mm increaser per LF	LF	\$0.00	100	\$0.00
	15" diameter				
E-16	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	2	\$0.00
E-17	6.0 mm manufactured thickness	LF	\$0.00	25	\$0.00
E-18	Add Item - 1.5mm increaser per LF	LF	\$0.00	25	\$0.00
	16" diameter				
E-19	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	10	\$0.00
E-20	6.0 mm manufactured thickness	LF	\$0.00	100	\$0.00
E-21	Add Item - 1.5mm increaser per LF	LF	\$0.00	100	\$0.00
	18" diameter				
E-22	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	2	\$0.00
E-23	6.0 mm manufactured thickness	LF	\$0.00	25	\$0.00
E-24	Add Item - 1.5mm increaser per LF	LF	\$0.00	25	\$0.00
	20" diameter				
E-25	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	10	\$0.00
E-26	6.0 mm manufactured thickness	LF	\$0.00	100	\$0.00
E-27	Add Item - 1.5mm increaser per LF	LF	\$0.00	100	\$0.00
	21" diameter				
E-28	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	2	\$0.00
E-29	6.0 mm manufactured thickness	LF	\$0.00	25	\$0.00
E-30	Add Item - 1.5mm increaser per LF	LF	\$0.00	25	\$0.00
	24" diameter				
E-31	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	2	\$0.00
E-32	6.0 mm manufactured thickness	LF	\$0.00	25	\$0.00
E-33	Add Item - 1.5mm increaser per LF	LF	\$0.00	25	\$0.00
Lift Station External Drop Cured in Place Pipe Services					
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	8" diameter				
F-1	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	5	\$5,671.00
F-2	4.5 mm manufactured thickness (.236)	LF	\$3,472.65	50	\$173,632.50
F-3	Add Item - 1.5mm increaser per LF	LF	\$200.00	50	\$10,000.00
	8" diameter				
F-4	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	5	\$5,671.00
F-5	4.5 mm manufactured thickness (.236)	LF	\$4,531.05	50	\$226,552.50
F-6	Add Item - 1.5mm increaser per LF	LF	\$200.00	50	\$10,000.00
	10" diameter				
F-7	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	5	\$5,671.00
F-8	6.0 mm manufactured thickness (.236)	LF	\$4,652.90	50	\$232,645.00
F-9	Add Item - 1.5mm increaser per LF	LF	\$200.00	50	\$10,000.00
	12" diameter				
F-10	Setup, CCTV Inspection, and Cleaning	EA	\$1,134.20	5	\$5,671.00
F-11	6.0 mm manufactured thickness (.236)	LF	\$5,010.05	50	\$250,502.50
F-12	Add Item - 1.5mm increaser per LF	LF	\$200.00	50	\$10,000.00
	14" diameter				
F-13	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	5	\$0.00
F-14	6.0 mm manufactured thickness (.236)	LF	\$0.00	50	\$0.00
F-15	Add Item - 1.5mm increaser per LF	LF	\$0.00	50	\$0.00
	15" diameter				
F-16	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	5	\$0.00
F-17	6.0 mm manufactured thickness (.236)	LF	\$0.00	50	\$0.00
F-18	Add Item - 1.5mm increaser per LF	LF	\$0.00	50	\$0.00
	16" diameter				
F-19	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	5	\$0.00
F-20	6.0 mm manufactured thickness (.236)	LF	\$0.00	50	\$0.00
F-21	Add Item - 1.5mm increaser per LF	LF	\$0.00	50	\$0.00
	18" diameter				
F-22	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	2	\$0.00
F-23	6.0 mm manufactured thickness (.236)	LF	\$0.00	20	\$0.00
F-24	Add Item - 1.5mm increaser per LF	LF	\$0.00	20	\$0.00
	20" diameter				

F-25	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	5	\$0.00
F-26	6.0 mm manufactured thickness (.236)	LF	\$0.00	50	\$0.00
F-27	Add Item - 1.5mm increaser per LF	LF	\$0.00	50	\$0.00
	21" diameter				
F-28	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	2	\$0.00
F-29	6.0 mm manufactured thickness (.236)	LF	\$0.00	20	\$0.00
F-30	Add Item - 1.5mm increaser per LF	LF	\$0.00	20	\$0.00
	24" diameter				
F-31	Setup, CCTV Inspection, and Cleaning	EA	\$0.00	2	\$0.00
F-32	6.0 mm manufactured thickness (.354)	LF	\$0.00	20	\$0.00
F-33	Add Item - 1.5mm increaser per LF	LF	\$0.00	20	\$0.00

Mainline CIPP Ancillary Services					
G-1	Lateral Service Reinstatement	EA	\$400.00	200	\$80,000.00
G-2	Segment Dewatering Operation (Well point)	DAY	\$10,000.00	5	\$50,000.00
	Internal Spot Repair				
	8" diameter				
G-3	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,074.35	3	\$9,223.05
G-4	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$2,828.60	3	\$8,485.80
	10" diameter				
G-5	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,125.75	3	\$9,377.25
G-6	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$2,924.35	3	\$8,773.05
	12" diameter				
G-7	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,181.50	3	\$9,544.50
G-8	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$3,055.75	3	\$9,167.25
	14" diameter				
G-9	316L Stainless Steel Mechanical Point Repair Insert	EA	\$5,368.60	3	\$16,105.80
G-10	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,172.90	3	\$15,518.70
	15" diameter				
G-11	316L Stainless Steel Mechanical Point Repair Insert	EA	\$5,377.20	2	\$10,754.40
G-12	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,237.20	2	\$10,474.40
	16" diameter				
G-13	316L Stainless Steel Mechanical Point Repair Insert	EA	\$5,400.05	3	\$16,200.15
G-14	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,304.35	3	\$15,913.05
	18" diameter				
G-15	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$5,528.65	2	\$11,057.30
G-16	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,370.05	2	\$10,740.10
	20" diameter				
G-17	316L Stainless Steel Mechanical Point Repair Insert	EA	\$5,537.20	3	\$16,611.60
G-18	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,498.60	3	\$16,495.80
	21" diameter				
G-19	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$5,758.60	2	\$11,517.20
G-20	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,567.20	2	\$11,134.40
	24" diameter				
G-21	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$6,072.90	2	\$12,145.80
G-22	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,697.20	2	\$11,394.40
G-23	Grout Injection Soil Stabilization (Cost + 10%)	ALLOWANCE	\$25,000.00	1	\$25,000.00
Service Lateral Cleanout Installation					
H-1	4" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA	\$3,000.00	150	\$450,000.00
H-2	6" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA	\$3,300.00	50	\$165,000.00
H-3	Additional Material, Excavation and Compacted Backfill for Cleanout (5 feet to 10 feet in depth)	EA	\$1,000.00	25	\$25,000.00
H-4	Provide and Install Cleanout Service Box and Cover (Composite)	EA	\$500.00	200	\$100,000.00
H-5	Install Cleanout Service Box (Metal) (Owner to Provide Box and Cover Material)	EA	\$500.00	15	\$7,500.00
H-6	Cleanout Sod Placement (25 SF per Cleanout Install)	EA	\$70.00	200	\$14,000.00
H-7	Sidewalk and Driveway Concrete Repair (4 inch to 6 inch in thickness)	SF	\$140.00	25	\$3,500.00
H-8	Asphalt Repair	SF	\$130.00	50	\$6,500.00
Service Lateral Cured In Place Pipe (CIPP) Installation					
I-1	Lateral Service CIPP Setup (1 per Mainline Segment)	EA	\$1,500.00	50	\$75,000.00
I-2	4" Lateral up to 3' long in 8" main	EA	\$3,137.70	100	\$313,770.00
I-3	4" Lateral up to 3' long in 10" main	EA	\$3,398.95	25	\$84,973.75
I-4	4" Lateral up to 3' long in 12" main	EA	\$3,766.90	25	\$94,172.50
I-5	6" Lateral up to 3' long in 8" main	EA	\$3,023.40	10	\$30,234.00
I-6	6" Lateral up to 3' long in 10" main	EA	\$3,398.95	10	\$33,989.50
I-7	6" Lateral up to 3' long in 12" main	EA	\$3,857.95	10	\$38,579.50
I-8	Additional Length of CIPP (4" or 6" service)	LF	\$75.00	2,500	\$187,500.00
Manhole Rehabilitation Services					
	Existing Manhole Liner Removal				
J-1	HDPE Lining Removal (9 VF Avg. Depth)	EA	\$4,500.00	2	\$9,000.00
J-2	Polymer/Epoxy Lining Removal (9 VF Avg. Depth)	EA	\$4,500.00	25	\$112,500.00
J-3	Fiberglass Lining Removal (9 VF Ave. Depth)	EA	\$4,500.00	5	\$22,500.00
J-4	Internal DIP Drop Pipe Removal (9 VF Avg Depth)	EA	\$4,500.00	25	\$112,500.00
J-5	Inside Iron Step Removal per Manhole (5 Avg per MH)	EA	\$1,125.00	100	\$112,500.00
J-6	Manhole Ring and Cover Remove and Replace (New Ring and Cover Provided by Owner)	EA	\$2,500.00	200	\$500,000.00
J-7	Manhole Ring and Cover Adjustments	LF	\$2,000.00		\$0.00
J-8	Exterior Severe Leak Stoppage/Groundwater Mitigation (Cost + 10%)	ALLOWANCE	\$50,000.00	1	\$50,000.00
	Internal Manhole Minor Leak Stoppage				
J-9	Manhole Depth - 0' to 5'	EA	\$423.25	100	\$42,325.00
J-10	Manhole Depth - Over 5' to 10'	EA	\$621.45	75	\$46,608.75
J-11	Manhole Depth - Over 10' to 15'	EA	\$894.65	50	\$44,732.50
J-12	Manhole Depth - Over 15' to 20'	EA	\$1,092.90	50	\$54,645.00
J-13	Manhole Depth -Over 20'	EA	\$1,489.30	25	\$37,232.50
	Bench Rehabilitation				
J-14	Bench and Invert Demo, Repair and Rebuild 48" MH Diameter	EA	\$750.00	150	\$112,500.00
J-15	Bench and Invert Demo, Repair and Rebuild 60" MH Diameter	EA	\$1,000.00	50	\$50,000.00
J-16	Bench and Invert Demo, Repair and Rebuild 72" MH Diameter	EA	\$1,250.00	25	\$31,250.00
J-17	Bench and Invert Demo, Repair and Rebuild 96" MH Diameter	EA	\$1,500.00	5	\$7,500.00
	Structural Build Back Rehabilitation Application				
J-18	Structural Rebuild Layer (Build Back over 1" in thickness)	VF	\$500.00	150	\$75,000.00
	Rehabilitation Lining Application				
J-19	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum	VF	\$200.00	250	\$50,000.00
J-20	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum	VF	\$400.00	2,000	\$800,000.00
J-21	Inside Drop installation (Hardware and Drop Provided by Owner)	EA	\$7,500.00	25	\$187,500.00

Bypass Services					
	Low Flow By-Pass Setup (Less Than 500 GPM with 100% Onsite Redundancy)				
K-1	Bypass Pump Setup	EA	\$500.00	75	\$37,500.00
	Low Flow By-Pass Pumping Operations (Less Than 500 GPM)				
K-2	Mainline CCTV Inspection Operation	LF	\$1.00	15,000	\$15,000.00
K-3	Lateral CCTV Inspection Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)	LF	\$1.00	15,000	\$15,000.00
K-4	Mainline Light Cleaning Operation (Up to 4 Line Passes)	LF	\$1.00	15,000	\$15,000.00
K-5	Mainline Heavy Cleaning Operation (Up to 4 Line Passes in addition to Light Cleaning)	LF	\$1.00	5,000	\$5,000.00
K-6	Light Tuberculation Removal (Up to 4 Passes with Cutting Tool)	LF	\$1.00	5,000	\$5,000.00
K-7	Heavy Tuberculation Removal (Up to 4 Passes with Cutting Tool in addition to Light Tub. Removal)	LF	\$1.00	5,000	\$5,000.00
K-8	Mainline CIPP Installation Operation	LF	\$1.00	15,000	\$15,000.00
K-9	Lateral CIPP Installation Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)	LF	\$1.00	15,000	\$15,000.00
K-10	High Flow By-Pass Setup (Greater Than 500 GPM with 100% Onsite Redundancy) (Cost + 10%)	ALLOWANCE	\$100,000.00	1	\$100,000.00
K-11	High Flow By-Pass Pumping Operations (Greater Than 500 GPM, no redundancy) (Cost + 10%)	ALLOWANCE	\$100,000.00	1	\$100,000.00
K-12	High Flow By-Pass Pumping Operations (Greater Than 500 GPM with 100% Redundancy) (Cost + 10%)	ALLOWANCE	\$150,000.00	1	\$150,000.00
	Wastewater Hauling Operations				
K-13	Initial Hauling Startup and Mobilization (6 Hour Min)	EA	\$2,500.00	30	\$75,000.00
K-14	Hauling (Up to 2000 Gal Debris Capacity)	HR/TRK	\$400.00	500	\$200,000.00
K-15	Hauling (2000 to 4000 Gal Debris Capacity) (10 Hr = 1 Day)	DAY/TRK	\$4,392.90	100	\$439,290.00
	Bypass Ancillary Services				
K-16	Roadway Hose Ramp Setup	EA	\$1,000.00	150	\$150,000.00
Maintenance of Traffic (MOT) Services					
	Traffic Control - Right of Way per FDOT Index				
L-1	Maintenance of Traffic (Cost + 10%, without Flagmen)	ALLOWANCE	\$300,000.00	1	\$300,000.00
L-2	Flagmen (2 Required, 8 hour min)	DAY	\$900.00	100	\$90,000.00
General Conditions					
	Performance and Payment Bond (1% for Estimate Value Only)	%	1%		\$136,328.45
	Project Contingency (15%)	%	15%		\$2,065,375.35
Total Estimated Value					\$16,165,669.30



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 11

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Agreement – Precision Contracting Services
Date: July 21, 2026

Division: Water & Wastewater

Prepared by: Kevin Carey – Water Division Manager

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) and the Town of Jupiter Island (TJI) use fiber optic cables throughout its service area which require specialized equipment and qualifications to install and service. These services include routine repairs, maintenance, and installation of fiber optic systems that are essential to water treatment, wastewater treatment, and SMRU/TJI operations.

To assist with this essential work at competitive pricing, staff requests to enter into a piggyback agreement with Precision Contracting Services, Inc. using the public bidding process and resulting award and agreement of Martin County, FL for the same services required by SMRU, dated August 28, 2025.

Martin County competitively bid for Fiber Optic Network Cabling Construction Services under County solicitation RFB2025-3688. This contract, including pricing bid by Precision Contracting Services, was awarded by Martin County to Precision Contracting Services for an initial term of three (3) years plus two (2) 1-year renewal options.

No services will be provided under the agreement until a service request is issued.

The proposed piggyback contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-412-546.105: Repair/Maintenance – Water
- 401-413-546.106: Repair/Maintenance – Wastewater
- Fund 403 Renewal & Replacement

3. Recommendation Action:

Staff requests that the SMRU Board approve the piggyback agreement with Precision Contracting Services, Inc. with the same pricing as provided in the Martin County Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT

FOR FIBER OPTIC NETWORK CABLING CONSTRUCTION SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Precision Contracting Services, In., a Florida corporation (the “**Contractor**”, with its principal address at 15834 Guild Court, Jupiter, FL 33478.

WITNESSETH:

WHEREAS, the Martin County, Florida, (the “**County**”) accepted Contractor’s Bid dated August 28, 2024 (the “**Contractor’s Bid**”), for Fiber Optic Network Cabling Services (the “**Services**”) submitted in response to County’s Request for Bids, RFB2025-3688, pursuant to a competitive public bidding process by the County (the “**RFB**”); and

WHEREAS, the RFB, Contractor’s Response, and the contract entered into between the County and Contractor for Construction Services, dated August 12, 2025 (the “**Contract**”), comprise the contract documents binding upon the Contractor, (collectively, the “**Contract Documents**”); and

WHEREAS, Owner desires to obtain Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the County in the RFB, and Owner and Contractor wish to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the “**Agreement**”); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Material to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The RFB and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the County Bid and the Contract Documents refer to the “County” as the owner/contracting party, replace it with “Town

of Jupiter Island, Florida.” Where provisions of the Contract refer to “Agreement” or “Contract”, it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to County service locations, it will refer to Owner’s facilities in Martin County. Where the insurance coverage provisions of the Contract reference the Martin County Board of County Commissioners, as an additional insured, it shall refer to the Town of Jupiter Island, Florida, as an additional insured. Where the Scope of Services in Exhibit A to the Contract refers to the Martin County Community Broadband Network, it will refer to Owner’s fiber optic network. Contractor’s representations in Contractor’s Bid are updated and confirmed by Contractor as representations to Owner under this Agreement.

2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the “**Effective Date**”) and continue for a term of three (3) years, with two (2) one-year renewal terms. Time is of the essence in the performance of this Agreement.
3. Unit Prices. The hourly Fee Schedule and Standard Cost Rates set forth in the Contractor’s Bid and the County Contract apply during the term of this Agreement, a copy of which is attached to this Agreement.
4. Service Requests.
 - A. No services under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor with a written service request (a “**Service Request**”).
 - B. Each Service Request will set forth, among other things, the following:
 - i. The scope of Services requested;
 - ii. The time and schedule of delivery of the Services;
 - iii. The method and amount of compensation based upon the Fee Schedule set forth in Section 3 above;
 - iv. Any modifications to this Agreement, if mutually agreed upon by the parties.
 - C. The Services to be delivered by Contractor will commence after the execution of each Service Order. Contractor’s work must be performed, completed and submitted to Owner as specified in the Service Order.
 - D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Request.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

- (a) Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or
- (b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or
- (c) Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or
- (d) Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island

P.O. Box 395
Hobe Sound, FL 33475
Email: rgarlo@tji.martin.fl.us

For notices and communications to Contractor:

Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL 33478
Email: bkboyd@pcsfiber.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.
10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Requests performed through the date of termination, which Service Requests terminate with the termination of the Agreement.
14. Allotment of Service Requests to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.
15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, Florida.
16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Contractor.
17. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that

Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.
19. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)
20. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees

that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

21. Public Records. That portion of Article 27 of the Contract, **Public Records**, referencing to County's custodian of public records, is amended as follows:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

(TOWN SEAL)

By: _____

Anne Scott

Its Mayor

Date: _____

**PRECISION CONTRACTING
SERVICES, INC.**

By: _____

Name: Blake Boyd, Treasurer

Its: Authorized Representative

RFB2025-3688
FIBER OPTIC NETWORK CABLING

This form shall be typewritten. Handwritten forms will not be accepted.					
ITEM NO.	DESCRIPTION	EST ANNUAL QTY	UNIT	UNIT PRICE	TOTAL (ANNUAL COST)
LABOR, AS SPECIFIED IN THE STATEMENT OF WORK					
1	Engineering Florida PE Services - Hourly Rate	5	HR	\$ 275.00	\$ 1,375.00
2	BICSI RCDD - Hourly Rate	35	HR	\$ 175.00	\$ 6,125.00
3	CADD Operator - Hourly Rate	15	HR	\$ 135.00	\$ 2,025.00
4	Clerical Support Services - Hourly Rate	60	HR	\$ 55.00	\$ 3,300.00
5	Commercial Cable - Electronics Technician - Hourly Rate	5	HR	\$ 135.00	\$ 675.00
6	Commercial Cable Installer - Hourly Rate	350	HR	\$ 95.00	\$ 33,250.00
7	Commercial Duct Installer - Hourly Rate	700	HR	\$ 85.00	\$ 59,500.00
8	Tree Trimming - Hourly Rate	5	HR	\$ 150.00	\$ 750.00
9	OSP ROW Strand Mapping	25	MILE	\$ 2,250.00	\$ 56,250.00
10	OSP ROW Design and Permitting	20	MILE	\$ 2,750.00	\$ 55,000.00
11	OSP GPS Survey	20	MILE	\$ 2,950.00	\$ 59,000.00
12	OSP GIS Technician	20	MILE	\$ 1,750.00	\$ 35,000.00
ITEM NO.	DESCRIPTION	EST ANNUAL QTY	UNIT	UNIT PRICE	TOTAL (ANNUAL COST)
OSP CONSTRUCTION - UNDERGROUND					
13	Conduit - 2" placed at 24", machine trenched (Furnished and Installed)	25	LF	\$ 6.50	\$ 162.50
14	Conduit - 2" placed at 36", machine trenched (Furnished and Installed)	1,000	LF	\$ 6.50	\$ 6,500.00
15	Conduit - 2" placed at 24", hand trenched (Furnished and Installed)	25	LF	\$ 10.50	\$ 262.50
16	Conduit - 2" placed at 36", hand trenched (Furnished and Installed)	7,000	LF	\$ 10.50	\$ 73,500.00
17	Conduit - 2", extra pipe (Furnished and Installed)	100	LF	\$ 3.50	\$ 350.00
18	Placement- 1 1/4", innerduct, corrugated, colored (Furnished and Installed)	100	LF	\$ 2.50	\$ 250.00
19	Placement - 4W 1 1/4", HOPE colored (Furnished and Installed)	100	LF	\$ 8.00	\$ 800.00
20	MaxCell placement - 3 cell for 2" and larger conduits (Furnished and Installed)	100	LF	\$ 8.50	\$ 850.00
21	Placement - cable direct bury, plow, 30" placement (Furnished and Installed)	100	LF	\$ 5.25	\$ 525.00
22	Placement - 2" HOPE, Directional Bore (Furnished and Installed)	5,000	LF	\$ 16.50	\$ 82,500.00
23	Placement - 2" HOPE, Directional Bore, Special Conditions (Furnished and Installed)	50	LF	\$ 45.00	\$ 2,250.00
24	Placement - 8" HOPE, Directional Bore, under waterway (Furnished and Installed)	50	LF	\$ 175.00	\$ 8,750.00
25	Placement - 2" RGS (Furnished and Installed)	25	LF	\$ 26.75	\$ 668.75
26	Placement - 4" RGS (Furnished and Installed)	25	LF	\$ 36.25	\$ 906.25
27	Placement - 2" Fiberglass, Bridge mount (Furnished and Installed)	25	LF	\$ 90.00	\$ 2,250.00
28	Placement - 2" Fiberglass, Bridge mount (Furnished and Installed)	25	LF	\$ 125.00	\$ 3,125.00
29	Detection - Detectable Tracer Wire (Furnished and Installed)	30,000	LF	\$ 0.65	\$ 19,500.00
30	Detection - Detectable Marking Tape (Furnished and Installed)	100	LF	\$ 1.00	\$ 100.00
31	Detection - Jet Line (Furnished and Installed)	7,000	LF	\$ 0.55	\$ 3,850.00
32	ROW Detection - ROW Delineator Marker Post, orange, 6' (Furnished and Installed)	10	EACH	\$ 95.00	\$ 950.00
33	Cable Route Markers - Tubular, Type III HDPE	10	EACH	\$ 85.00	\$ 850.00
ITEM NO.	DESCRIPTION	EST ANNUAL QTY	UNIT	2.35	TOTAL (ANNUAL COST)
2.35					
34	FO Cable- 12 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	2,000	LF	\$ 2.35	\$ 4,700.00
35	FO Cable - 12 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	5,000	LF	\$ 2.35	\$ 11,750.00
36	FO Cable- 24 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	10,000	LF	\$ 2.50	\$ 25,000.00
37	FO Cable - 24 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	10,000	LF	\$ 2.50	\$ 25,000.00
38	FO Cable- 48 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	10,000	LF	\$ 2.75	\$ 27,500.00
39	FO Cable - 48 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	10,000	LF	\$ 2.75	\$ 27,500.00
40	FO Cable- 72 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	500	LF	\$ 2.85	\$ 1,425.00
41	FO Cable - 72 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	500	LF	\$ 2.85	\$ 1,425.00
42	FO Cable- 96 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	5,000	LF	\$ 2.95	\$ 14,750.00
43	FO Cable - 96 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	5,000	LF	\$ 2.95	\$ 14,750.00
44	FO Cable- 144 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	2,000	LF	\$ 3.85	\$ 7,700.00

RFB2025-3688
FIBER OPTIC NETWORK CABLING

<i>This form shall be typewritten. Handwritten forms will not be accepted.</i>					
ITEM NO.	DESCRIPTION	EST ANNUAL QTY	UNIT	UNIT PRICE	TOTAL (ANNUAL COST)
45	FO Cable - 144 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	2,000	LF	\$ 3.85	\$ 7,700.00
46	FO Cable- 12 fiber, Multi-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	100	LF	\$ 3.25	\$ 325.00
47	FO Cable - 12 fiber, Multi-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	100	LF	\$ 3.25	\$ 325.00
48	FO Cable- 24 fiber, Multi-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	500	LF	\$ 3.95	\$ 1,975.00
49	FO Cable - 24 fiber, Multi-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	2,500	LF	\$ 3.95	\$ 9,875.00
50	FO Cable - 24 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 3.95	\$ 197.50
51	FO Cable - 48 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 4.50	\$ 225.00
52	FO Cable - 96 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 5.50	\$ 275.00
53	FO Cable - 144 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 7.50	\$ 375.00
54	FO Cable - 24 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 4.25	\$ 212.50
55	FO Cable - 48 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 4.50	\$ 225.00
56	FO Cable - 96 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 4.85	\$ 242.50
57	FO Cable - 12 fiber, Multi-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 4.85	\$ 242.50
58	FO Cable - 24 fiber, Multi-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 5.25	\$ 262.50
59	FO Cable - 12 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 6.95	\$ 347.50
60	FO Cable - 24 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 7.50	\$ 375.00
61	FO Cable - 48 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 9.50	\$ 475.00
62	FO Cable - 96 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 11.00	\$ 550.00
63	FO Cable - 12 fiber, Multi-mode, Plenum Rated Construction, Tight Buffer (Furnished and Installed)	50	LF	\$ 4.35	\$ 217.50
64	FO Cable - 24 fiber, Multi-mode, Plenum Rated Construction, Tight Buffer (Furnished and Installed)	50	LF	\$ 5.65	\$ 282.50
65	FO Cable - 24 count Hybrid Fiber, 12 Multi-mode Fiber, 12 Single-mode Fiber, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 4.75	\$ 237.50
66	FO Cable - 48 count Hybrid Fiber, 24 Multi-mode Fiber, 24 Single-mode Fiber, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 4.95	\$ 247.50
ITEM NO.	DESCRIPTION	EST ANNUAL QTY	UNIT	UNIT PRICE	TOTAL (ANNUAL COST)
OPTICAL SPLICING AND TERMINATION					
67	FO Cable - 12 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	15	EACH	\$ 1,575.00	\$ 23,625.00
68	FO Cable - 24 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	10	EACH	\$ 2,200.00	\$ 22,000.00
69	FO Cable - 48 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	10	EACH	\$ 3,975.00	\$ 39,750.00
70	FO Cable - 72 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	1	EACH	\$ 4,795.00	\$ 4,795.00
71	FO Cable - 96 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	3	EACH	\$ 6,625.00	\$ 19,875.00
72	FO Cable - 144 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	1	EACH	\$ 9,775.00	\$ 9,775.00
73	FO Cable - 06 fiber, Single-mode, Buffer fan-out kit (Furnished and Installed)	1	EACH	\$ 85.00	\$ 85.00
74	FO Cable - 12 fiber, Single-mode, Buffer fan-out kit (Furnished and Installed)	1	EACH	\$ 100.00	\$ 100.00
75	FO Connector - ST type, Multi-mode, Unicam connector (Furnished and Installed)	1	EACH	\$ 75.00	\$ 75.00
76	FO Connector - ST type, Single-mode, Unicam connector (Furnished and Installed)	1	EACH	\$ 75.00	\$ 75.00
77	FO Closure - Splice Closure, 12 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	10	EACH	\$ 1,475.00	\$ 14,750.00

**RFB2025-3688
FIBER OPTIC NETWORK CABLING**

This form shall be typewritten. Handwritten forms will not be accepted.

ITEM NO.	DESCRIPTION	EST ANNUAL QTY	UNIT	UNIT PRICE	TOTAL (ANNUAL COST)
78	FO Closure - Splice Closure, 24 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	10	EACH	\$ 1,895.00	\$ 18,950.00
79	FO Closure - Splice Closure, 48 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	10	EACH	\$ 3,175.00	\$ 31,750.00
80	FO Closure - Splice Closure, 72 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	1	EACH	\$ 3,845.00	\$ 3,845.00
81	FO Closure - Splice Closure, 96 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	1	EACH	\$ 4,995.00	\$ 4,995.00
82	FO Closure - Splice Closure, 144 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	1	EACH	\$ 6,975.00	\$ 6,975.00
83	FO Splice - OTDR Test any wavelength, one direction, bare fiber	700	EACH	\$ 12.00	\$ 8,400.00
84	FO Closure - Splice Tray, Fusion Heatshrink, 12 fiber, 12" size (Furnished and Installed)	1	EACH	\$ 65.00	\$ 65.00
85	FO Closure - Splice Tray, Fusion Heatshrink, 24 fiber, 12" size (Furnished and Installed)	1	EACH	\$ 75.00	\$ 75.00
86	FO Splice - Fusion Splice, Heat Shrink <0.04 Db, OSP, including pigtail as needed (Furnished and Installed)	100	EACH	\$ 45.00	\$ 4,500.00
87	OSP Aerial - Messenger Cable, 1/4" (Furnished and Installed)	10,000	LF	\$ 2.25	\$ 22,500.00
88	OSP Aerial - Remove Messenger Cable, 1/4"	100	LF	\$ 1.00	\$ 100.00
89	OSP Aerial - Pole Attachment, Loose Tube, with J-hook, Concrete Pole (Furnished and Installed)	10	EACH	\$ 225.00	\$ 2,250.00
90	OSP Aerial - Pole Attachment, Loose Tube, with J-hook, Wood Pole (Furnished and Installed)	10	EACH	\$ 175.00	\$ 1,750.00
91	OSP Aerial- Place Pole Riser, 2", RGS (Furnished and Installed)	500	LF	\$ 18.00	\$ 9,000.00
92	OSP Aerial - Place Pre-Stressed Concrete , 35 ft., Utility (Furnished and Installed)	1	EACH	\$ 6,995.00	\$ 6,995.00
93	OSP Aerial - Place Pre-Stressed Concrete , 45 ft., Utility (Furnished and Installed)	1	EACH	\$ 7,795.00	\$ 7,795.00
94	OSP Aerial - Place Pre-Stressed Concrete , 70 ft., Utility (Furnished and Installed)	1	EACH	\$ 8,995.00	\$ 8,995.00
95	OSP Aerial - Place Down Guy Anchor, 6' (Furnished and Installed)	1	EACH	\$ 525.00	\$ 525.00
TOTAL BID					\$ 982,210.00

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Precision Contracting Services, Inc.

Company Name

15834 Guild Court

Street Address

Jupiter, FL 33478

City, State, Zip

561-743-9737

Telephone

Brandon K. Boyd

Name of Authorized Representative (Print)

Vice President

Title

bkboyd@pcsfiber.com

E-mail Address

Authorized Signature



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 12

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Agreement – MCE Tripp Electric Motors
Date: July 21, 2026

Division: Water, Wastewater, Infrastructure

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) uses many electric motors throughout the utility system to power pumps, blowers, and other equipment. Industrial-grade motors are constructed so that they can often be overhauled and rebuilt to factory standards at a lower cost rather than replacement. Rebuilding electric motors – including disassembly and reassembly, rewinding, and balancing of rotating parts – is a specialty service performed by a limited number of qualified providers in the area. To assist with this essential work at competitive pricing, staff requests to enter into a piggyback agreement with MCE Tripp Electric Motors, LLC, using the public bidding process and resulting award and agreement of Palm Beach County, FL for the same services required by SMRU, dated March 10, 2026.

Palm Beach County competitively bid for Pump, Motor, & Equipment Services under County solicitation #240963/JS. This contract, including pricing bid by MCE Tripp Electric Motors, was awarded by Palm Beach County to MCE Tripp Electric Motors, for an initial term of one (1) year plus four (4) additional 1-year renewal options.

No services will be provided under the agreement until a service request is issued.

The proposed piggyback contract is the SMRU standard form of agreement prepared by and approved by SMRU's Attorney.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-412-546.105: Repair/Maintenance – Water
- 401-413-546.106: Repair/Maintenance – Wastewater
- 401-413-546.107: Repair/Maintenance – Infrastructure
- Fund 403 Renewal & Replacement

3. Recommendation Action:

Staff requests that the SMRU Board approve the piggyback agreement with MCE Tripp Electric Motors, LLC, with the same pricing as provided in the Palm Beach County Contract for a term of one (1) year plus four (4) additional 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT

FOR PUMP, MOTOR & EQUIPMENT SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and MCE Tripp Electric Motors, LLC, a Delaware limited liability company, authorized to do business in the State of Florida (the “**Contractor**”), with its principal address at 1225 NW Ave, Belle Glade, Florida 33430.

WITNESSETH:

WHEREAS, Palm Beach County, Florida (the “**County**”) accepted Tripp Electric Motors, Inc.’s bid, dated November 25, 2024 (the “**Trip’s Bid**”), for the supply of Pump, Motor & Equipment Services (the “**Services**”) submitted in response to County IFB #240963/JS, pursuant to a competitive public bidding process by the County (the “**ITB**”), and entered into a Term Contract for Services between the County and Trip Electric Motor’s, Inc. dated March 10, 2026 (the “**Contract**”); and

WHEREAS, the ITB, Trip Electric Motors, Inc.’s Bid, and the Contract comprise the contract documents binding upon the Contractor, (collectively, the “**Contract Documents**”); and

WHEREAS, Owner desires to obtain Services; and

WHEREAS, Trip Electric Motor’s Inc.’s assets were acquired by Contractor on May 21, 2026, including the Contract Documents which were assigned to and assumed by Contractor by Trip Electric Motors, Inc.

WHEREAS, as the Services involved in the Contract Documents with Tripp Electric Motors, Inc. are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the County in the ITB, and Owner and Contractor wishes to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the “**Agreement**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Material to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The ITB and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the County Bid and the Contract Documents refer to “Palm Beach County” or “County” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the Contract refer to “Agreement” or “Contract”, it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to County service locations, it will refer to Owner’s South Martin Regional Utility facilities in Martin County. Where provisions of the Contract refer to “Director of Purchasing”, it shall refer to the Town Manager. References in the Contract to the County Inspector General Audit Requirements are deleted and not applicable to this Agreement. References in the Contract to the County Finance Department shall refer to the Town Finance Department. Where provisions of the Contract refer to Tripp Electric Motors, Inc. they shall refer to MCE Tripp Motors, LLC, as assignee of the Contract.

2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the “**Effective Date**”) and continue for a term of one (1) year, with four (4) additional one (1) year renewal terms with the agreement of the parties. Time is of the essence in the performance of this Agreement.

3. Unit Prices. The unit prices for the Services are set forth on Exhibit A to this Agreement. These unit prices will be applicable during the term of this Agreement and are subject to adjustment for any renewal terms upon agreement of the parties.

4. Service Orders.

A. No Services deliveries under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor with a written Service Order (a “**Service Order**”).

B. Each Service Order will set forth, among other things, the following:

- i. The scope of Services requested;
- ii. The time and schedule of delivery;
- iii. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
- iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The Services to be delivered by Contractor will commence after the execution of each Service Order. Contractor's work must be performed, completed and submitted to Owner as specified in the Service Order.

D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Order.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

A. Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or

B. Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

C. Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

D. Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: rgallo@tji.martin.fl.us

For notices and communications to Contractor:

MCE Tripp Electric Motors, LLC
1225 N.W. Avenue L
Belle Glade, Florida 33430
Email: jimmy@trippmotors.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.

11. Conflict of Interest. Contractor represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

13. Termination/Assignment. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Orders performed through the date of termination, which Service Orders terminate with the termination of the Agreement. Contractor may not assign this Agreement without the prior written consent of the Owner. If at any time during the term of this Agreement, as extended, Contractor fails to be in good standing with the Florida Division of Corporations,

Owner shall be relieved of its obligations under this Agreement until Contractor becomes in good standing with the Florida Division of Corporations.

14. Allotment of Service Requests/Service Orders to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Orders. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Orders.

15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, Florida.

16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Contractor.

17. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

19. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is

lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”).

20. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors’ compliance with this requirement to Owner upon Owner’s request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

21. Public Records. The Contract is amended to replace the City’s Chapter 119 Notice to read:

PUBLIC RECORDS COMPLIANCE. If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Consultant shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner’s custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner’s custodian of public records, in a format that is compatible with the information technology

systems of the Owner. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

(TOWN SEAL)

By: _____

Anne Scott

Its Mayor

Date: _____

MCE Tripp Electric Motors, LLC

By: Courtney Sanen

Name: Courtney Sanen

Its: Authorized Representative

**BID RESPONSE
IFB #24-093/JS****PUMP, MOTOR AND EQUIPMENT SERVICES, TERM CONTRACT****LOT #1: PALM BEACH COUNTY (EXCLUDING GLADES AREA)**

ITEM NO.	DESCRIPTION	STANDARD RATE	WEIGHT FACTOR	FACTORED RATE
1.	HOURLY RATE FOR PUMP, MOTOR AND EQUIPMENT MAINTENANCE AND REPAIRS, AS SPECIFIED HEREIN	\$ 53.00 /hr	X .85 =	\$ 45.05
2.	CRANE TRUCK, ON AS NEEDED BASIS, ON-SITE, HOURLY RATE, AS SPECIFIED HEREIN	\$ 160.00 /hr	X .05 =	\$ 8.00
3.	FLAT RATE FOR EQUIPMENT PICK-UP AND DELIVERY, ROUND TRIP, AS SPECIFIED HEREIN	\$ 20.00 /ea	X .05 =	\$ 1.00
4.	PUMP OR MOTOR, REMOVE AND REINSTALL, ON-SITE SERVICE, IF NECESSARY	\$ 101.00 /hr	X .05 =	\$ 5.05
LOT #1 TOTAL FACTORED RATE (Items 1 through 4)				\$ 59.10

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Tripp Electric Motors, Inc.

BID RESPONSE
IFB #24-093/JS

PUMP, MOTOR AND EQUIPMENT SERVICES, TERM CONTRACT

LOT #2: GLADES AREA ONLY

ITEM NO.	DESCRIPTION	STANDARD RATE	WEIGHT FACTOR	FACTORED RATE
1.	HOURLY RATE FOR PUMP, MOTOR AND EQUIPMENT MAINTENANCE AND REPAIRS, AS SPECIFIED HEREIN	\$ 53.00 /hr	X .85 =	\$ 45.05
2.	CRANE TRUCK, ON AS NEEDED BASIS, ON-SITE, HOURLY RATE, AS SPECIFIED HEREIN	\$ 160.00 /hr	X .05 =	\$ 8.00
3.	FLAT RATE FOR EQUIPMENT PICK-UP AND DELIVERY, ROUND TRIP, AS SPECIFIED HEREIN	\$ 20.00 /ea	X .05 =	\$ 1.00
4.	PUMP OR MOTOR, REMOVE AND REINSTALL, ON-SITE SERVICE, IF NECESSARY	\$ 101.00 /hr	X .05 =	\$ 5.05
LOT #2 TOTAL FACTORED RATE (Items 1 through 4)				\$ 59.10

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #14?

YES/INITIAL JT

Acknowledge Insurance requirements, per Term #30?

YES/INITIAL JT

Acknowledge Criminal History Records Check requirement, per Term #15?

YES/INITIAL JT

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Commercial Non-Discrimination Certification:

By signing below, bidder hereby certifies, per General Term and Condition #3.n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

COMPANY NAME: (Enter the entire legal company name of the bidding entity)
(Must be completed)

Tripp Electric Motors, Inc.

DATE: 11-25-2024

*** SIGNATURE**

PRINT NAME: Jimmy L. Tripp

PRINT TITLE: President

ADDRESS: 1225 NW Avenue L

CITY / STATE: Belle Glade, FL 33430

ZIP CODE: 33430

TELEPHONE # 561-996-3333

EMERGENCY # 561-996-3333

TOLL FREE # N/A

FAX # 561-996-1811

E-MAIL: jimmy@trippmotors.com

APPLICABLE LICENSE(S) NUMBER #

N/A

TYPE:

N/A

FEDERAL ID # 65-0373189*



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 13

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Contract Renewal – Pace Analytical Services
Date: July 21, 2026

Division: Water & Wastewater

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) requires ongoing laboratory services for per- and polyfluoroalkyl substances (PFAS) testing. On July 25, 2025, SMRU entered into an agreement with Pace Analytical Services, LLC for analytical laboratory service who is one of the approved laboratories in the state for PFAS testing.

SMRU is requesting to enter into the first of two, two (2) year renewal options, extending the contract renewal term through July 24, 2028.

The proposed renewal contract is a standard form of agreement prepared and approved by SMRU's Attorney.

At present, PFAS testing is infrequent and is not expected to exceed \$35,000 during the fiscal year. Should the requirements for PFAS testing increase, a separate spending authorization will be brought to the Board for approval.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-412-534.133: Labs – Water
- 401-413-534.133: Labs – Wastewater

3. Recommended Action:

Staff requests that the SMRU Board approve the renewal agreement with Pace Analytical Services, LLC through July 24, 2028 and authorize the Mayor to sign the agreement.

RENEWAL AGREEMENT
FOR
ANALYTICAL LABORATORY SERVICES

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Pace Analytical Services, LLC, a foreign limited liability company authorized to do business in Florida (the “Contractor”), with its principal address at 8 East Tower Circle, Ormond Beach, FL 32174.

WHEREAS, Owner and Contractor entered into a Contract for Analytical Laboratory Services (“Services”), dated July 25, 2025 (“Agreement”); and

WHEREAS, Owner and Contractor desire to enter into the first of two (2), two (2) year renewal terms, pursuant to Section 2 of the Agreement, extending the term of the Agreement to July 24, 2028.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from July 24, 2026 through July 24, 2028.
3. The Agreement is amended to incorporate the following provisions:

a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers’ compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

c) Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is listed in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government

or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”).

d) E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors’ compliance with this requirement to Owner upon Owner’s request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

4. Except for the Term as set forth above, the terms and conditions of the Agreement remain in full force and effect.

5. **PUBLIC RECORDS COMPLIANCE.** If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Consultant shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner’s custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner’s custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be duly executed and effective as of the date executed by Town (the “Effective Date”).

Authentication

The Town of Jupiter Island, Florida

Town Clerk

By: _____

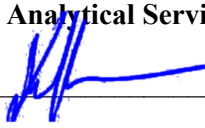
Its Mayor

(TOWN SEAL)

Date: _____

Pace Analytical Services, LLC

By: _____



David M. Chaffman, Director of Sales
Its Authorized Representative



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 14

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Contract Renewal – Infosend
Date: July 21, 2026

Division: Customer Service

Prepared by: Cassidy Metcalf – Customer Service Manager

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) annually sends out over 118,000 bills to customers. These customer bills are produced and sent through the services of a printing and mailing services vendor. On July 12, 2023, SMRU entered into an agreement with Infosend, Inc. for printing and mailing services with an initial term of three (3) years and options for two (2) additional one (1) year renewals.

SMRU is requesting to enter into the first of two one (1) year renewal options, extending the contract renewal term through July 11, 2027. The renewal includes no price increase on standard bill printing and an increase of approximately 2% on inserts from the prior year.

The proposed renewal contract is a standard form of agreement prepared and approved by SMRU's Attorney.

Additionally, the approved Fiscal Year 2025-26 budget includes funds for the purchase of billing services. Spending approval of \$72,500.00 is requested for these necessary services which will be incurred every month over the next twelve months. Note, the spending authorization includes the cost for postage, which is a pass-through from the vendor.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-415-549.116: Billing/Lockbox Services

3. Recommended Action:

Staff requests that the SMRU Board approve the renewal agreement with Infosend, Inc. through July 11, 2027, authorize the Mayor to sign the agreement, and authorize spending approval in the amount of \$72,500.00.

RENEWAL AGREEMENT
FOR
PRINTING AND MAILING SERVICES FOR UTILITY BILLING

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Infosend, Inc., hereinafter “Contractor” with its principal address at 4240 E La Palma Ave, Anaheim, CA 92807.

WHEREAS, Owner and Contractor entered into an Agreement for Printing and Mailing Services for Utility Billing, dated July 12, 2023 (“Agreement”); and

WHEREAS, Owner and Contractor desire to enter into the first of two (2), one (1) year renewal terms, pursuant to Section 2 of the Agreement, extending the term of the Agreement to July 11, 2027.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from July 11, 2026, through July 11, 2027.
3. The Agreement continues to be subject to the following provisions:

a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers’ compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

c) Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or

(v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”).

d) E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors’ compliance with this requirement to Owner upon Owner’s request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

5. Except for the Term as set forth above, the terms and conditions of the Agreement remain in full force and effect.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be duly executed and effective as of the date executed by Town (the “Effective Date”).

Authentication

The Town of Jupiter Island, Florida

Town Clerk

By: _____

Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

Infosend, Inc.

By: Roxana Weil
Roxana Weil, Executive Vice President
Its Authorized Representative

22-8010 Printing & Mailing Services for Utility Billing					YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Document Production Summary									
A prototype of typical bill with no inserts, including bill and return envelope Price Per Piece					\$0.148	\$0.148	\$0.148	\$0.148	\$0.148
A prototype of typical bill with no inserts assuming bank draft Quantity of 40,000					\$0.129	\$0.129	\$0.129	\$0.129	\$0.129
A prototype of typical bill with inserts and return envelope (Not used every month only when we have inserts)					\$0.155	\$0.155	\$0.155	\$0.155	\$0.155
Insert Services - InfoSend Produced – cost per piece based on 46,000 inserts									
8.5 x 11 50# white offset inserts									
4/0 no bleeds -					\$0.0459	\$0.047	\$0.048	\$0.049	\$0.050
2/2 no bleeds -					\$0.0487	\$0.050	\$0.051	\$0.052	\$0.053
4/4 no bleeds -					\$0.0508	\$0.052	\$0.053	\$0.054	\$0.055
8.5 x 11 90# or 100# gloss inserts									
4/0 no bleeds -					\$0.0811	\$0.083	\$0.084	\$0.086	\$0.088
2/2 no bleeds -					\$0.0841	\$0.086	\$0.087	\$0.089	\$0.091
4/4 no bleeds -					\$0.0861	\$0.088	\$0.090	\$0.091	\$0.093
*Insert prices only valid for 12 months and subject to review after award									
Electronic Inserts					\$0.0075	\$0.0075	\$0.0075	\$0.0075	\$0.0075
Inserting Fee					\$0.0075	\$0.0075	\$0.0075	\$0.0075	\$0.0075
Optional Document Services									
Enhanced Print Quality					\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Print Image Archiving (Per Document Image), with included USPS mail tracking					\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention
Print Image Archive API Monthly Support Fee					\$200.000	\$200.000	\$200.000	\$200.000	\$200.000
Final Doc Transfer (FDT)					\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma
Professional Services Rate (per hour)					\$125.000	\$125.000	\$125.000	\$125.000	\$125.000
Returned Mail Handling					\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece
Remit Tracking					\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee
Email eBilling Service									
eBill notification through registered email address via the Internet (no printing, no envelope, no inserts)					Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Electronic inserts for eBill customers					Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Per Email Fee					\$0.065	\$0.065	\$0.065	\$0.065	\$0.065
Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by Client.									
Monthly Support Fee Per month fee to support the Email eBilling Service.					\$25 – Ebill support	\$25 – Ebill support	\$25 – Ebill support	\$25 – Ebill support	\$25 – Ebill support
Email eBilling Service Initial Set-up Cost: Please note: Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Quoted implementation timeline begins upon approval of the SOW. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.					\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived
DATA PROCESSING									
Document Re-Design Fee					\$125.00 – per hour after golive	\$125.00 – per hour after golive	\$125.00 – per hour after golive	\$125.00 – per hour after golive	\$125.00 – per hour after golive
Data Processing Fee (per document)					\$0.010	\$0.010	\$0.010	\$0.010	\$0.010
Printing & Mailing Service									
Utility Billing Statement Print & Mail Fee per Page with 4/1 Ink					\$0.063	\$0.063	\$0.063	\$0.063	\$0.063
USPS Postage					Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *					\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing
Inline Insert Print Fee*					\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing
Batch Fee (per mailing batch under 200 mail pieces) \$5.00					\$5.000	\$5.000	\$5.000	\$5.000	\$5.000
Excess Pages Handwork Surcharge (per mail piece) \$0.35					\$0.350	\$0.350	\$0.350	\$0.350	\$0.350
Address Updates – per record passed					\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA
MATERIALS									
Standard Paper Stock (per sheet)					\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Standard Outgoing #10 Envelope					\$0.023	\$0.023	\$0.023	\$0.023	\$0.023
Standard Return #9 Envelope					\$0.019	\$0.019	\$0.019	\$0.019	\$0.019
Outgoing Flat Envelope – used for mail pieces with excess pages					\$0.170	\$0.170	\$0.170	\$0.170	\$0.170



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 15

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Contract Renewal – Synagro South
Date: July 21, 2026

Division: Wastewater

Prepared by: Dave Serhal – Wastewater Manager

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

Biosolids, or sludge, is a byproduct of the South Martin Regional Utility (SMRU) wastewater treatment plant that requires dewatering and disposal at a certified disposal site. On July 21, 2025, SMRU entered into an agreement with Synagro South, LLC for sludge dewatering and disposal services with an initial term of one (1) year and options for two (2) additional one (1) year renewals.

SMRU is requesting to enter into the first of two one (1) year renewal options, extending the contract renewal term through July 20, 2027. The renewal includes a price increase of 4.7% from the prior year.

The proposed renewal contract is the SMRU standard form of agreement prepared and approved by SMRU's Attorney.

The approved Fiscal Year 2025-26 budget includes funds for sludge dewatering and disposal services. As these services are continual during the fiscal year, spending approval of \$260,000.00 is requested for these necessary services over the twelve (12) months contract renewal period.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2025-26 budget:

- 401-413-534.127: Contracted Services-Sludge Removal

3. Recommended Action:

Staff requests that the SMRU Board approve the renewal agreement with Synagro South, LLC through July 20, 2027, authorize the Mayor to sign the agreement, and authorize spending approval in the amount of \$260,000.00.

**RENEWAL AGREEMENT
FOR
BIOSOLIDS SERVICES**

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida (“Owner”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Synagro South, LLC, a Delaware corporation authorized to do business in the State of Florida (“Contractor”), with its principal address at 435 Williams Court, Suite 100, Baltimore, Md 21220.

WHEREAS, Owner and Contractor entered into a Contract for Biosolids Services, dated July 21, 2025 (“Agreement”); and desire to enter into the first of two (2), one (1) year renewal terms.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from July 20, 2026 through July 20, 2027.
3. The Unit Prices in effect for the first renewal term are attached to the Renewal Agreement as Exhibit “A”.
4. The Agreement is amended to incorporate the following provisions:
 - a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.
 - b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers’ compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.
 - c) Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or

(v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”).

d) E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors’ compliance with this requirement to Owner upon Owner’s request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

5. Except for the Term as set forth above, the terms and conditions of the Agreement remain in full force and effect.

6. **PUBLIC RECORDS LAW.** Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to Owner. If Owner does not possess the requested records, Owner shall immediately notify the Contractor of the request, and the Contractor shall provide the records to Owner or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to Owner, upon request, in a format that is compatible with the information technology systems of Owner. Upon completion of the agreement, Contractor shall transfer, at no cost, to Owner all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of Owner buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to Owner within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by Owner, in addition to any other remedies available under the Agreement or by law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be duly executed and effective as of the date executed by Owner (the "Effective Date").

Authentication

Town Clerk

(TOWN SEAL)

The Town of Jupiter Island, Florida

By: _____

Ann Scott
Its Mayor

Date: _____

Synagro South, LLC.

By: *Rhyles Callan*

Its Authorized Representative

June 24, 2026

South Martin County Regional/ Jupiter Island
Mike Gavin
PO Box 395
Hobe Sound, FL 33455

Re: CPI Cost Adjustment- Piggyback Sebring

To Whom it May Concern:

Per our contract with Sebring, Synagro is entitled to an adjustment of our contract price(s) effective at the anniversary of the Sebring contract which your contract is piggybacked on. Such price(s) shall be adjusted based on the Annual Percentage Increase of Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Labor, Bureau of Labor Statistics for Water, Sewer and Trash Collection or 2%, whichever is greater, using the base month May 2025. We hereby inform you that an adjustment for cost escalation has been calculated as follows:

Item Description	CPI Percentage Multiplier	Base Price	Price Adjustment Percentage	New Price	Unit
Dewatering, Landfill	100.00 %	\$0.1300	4.70%	\$0.1361	Gallon

We shall prepare our invoices effective August 1, 2026, through July 31, 2027, with the adjusted unit prices, as stated above.

Again, we greatly appreciate your business and thank you for your consideration.

Sincerely,

Danielle Phillips

Danielle Phillips
Sr. Accountant

cc: Lee Vernon, Tod Tucker, Rhylee Callan, Jessica Stahl, Phyllis Ray, File



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 16

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Spending Approval – Glover Oil
Date: July 21, 2026

Division: All

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

South Martin Regional Utility (SMRU) and the Town of Jupiter Island use diesel and gasoline fuel for its fleet of vehicles and equipment. On September 12, 2018, the Town entered into an agreement with Glover Oil Company, Inc. for the purchase of these fuels. The agreement has subsequently been renewed through September 30, 2028.

In the approved Fiscal Year 2025-26 SMRU and Town budgets, budget funding was included for the purchase of diesel and gasoline fuel. Spending approval of \$12,000.00 is requested for the balance of the current fiscal year for the purchase of fuel by SMRU (\$12,000.00).

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the SMRU Fiscal Year 2025-26 budget:

- 401-XXX-552.101: Gasoline, Diesel & Oil

3. Recommendation Action:

Staff requests spending authorization with Glover Oil Company, Inc. in the amount of \$12,000.00 for diesel and gasoline fuel purchases by SMRU during Fiscal Year 2025-26.