



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## AGENDA

### REGULAR MEETING # 09-2025

**SEPTEMBER 18, 2025 – 7:00 PM AT DISTRICT OFFICES**

ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:  
[LOXAHATCHEERIVER.ORG/PUBLICMEETING](http://LOXAHATCHEERIVER.ORG/PUBLICMEETING)

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
  - A. Roll Call
  - B. Previous Meeting Minutes Page 5
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed Page 12
  - B. Loxahatchee River District Dashboard Page 13
5. Consent Agenda (see next page) Page 14
6. Regular Agenda
  - A. Fiscal Year 2026 Budget (Resolution 2025-12) Page 65
  - B. Consent Agenda Items Pulled for Discussion
  - C. 2500 Jupiter Park Drive Site Improvements - Phase 1: Professional Services Agreement Page 96
  - D. Cell Tower Lease Page 174
  - E. Liability and Workers Compensation Insurance Renewal Page 175
7. Reports (see next page) Pulled for Discussion
8. Future Business Page 239
9. Board Comments
10. Adjournment

"...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she 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."

Submitted by:   
Date: September 12, 2025

**Gordon M. Boggie**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

## 5. CONSENT AGENDA

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

- A. Final Assessment 6604 N. 195<sup>th</sup> Place (Resolution 2025-11) [Page 16](#)
- B. Headworks, A-structure, and B-structure Rehabilitation - to award contract [Page 24](#)
- C. Headworks, A-structure, and B-structure Rehabilitation - to award Professional Engineering Services contract [Page 28](#)
- D. Aeration Basin Cleaning - to reauthorize contract ITB 24-001-00131 [Page 34](#)
- E. Payment Services - to approve purchase order [Page 36](#)
- F. Printing & Mailing Services - to approve purchase order [Page 37](#)
- G. Biosolids Hauling (Merrell Bros, Inc.) - to approve annual purchase order [Page 38](#)
- H. Biosolids Processing (Solid Waste Authority) - to approve annual purchase order [Page 41](#)
- I. Supply of Liquid Chlorine (Brenntag Mid-South, Inc.) - to award contract [Page 42](#)
- J. Purchase of Odor Control Services (Evoqua) - to approve purchase order [Page 43](#)
- K. Solids Dewatering Polymer (SNF Polydyne) - to approve annual purchase order [Page 44](#)
- L. Annual Lawn and Landscape Maintenance Services (Terracon) - to award contract [Page 45](#)
- M. Hauling Of Liquid Domestic Wastewater, Sludge & Collection System Debris (Blerman, LLC) – to approve renewal contract [Page 46](#)
- N. Fuel Procurement (Palmdale Oil Company) - to approve annual purchase order [Page 47](#)
- O. Fixed Asset Disposal - to approve disposal [Page 48](#)
- P. Change Order to Current Contract - to approve modifications
  - P1. Lift Station Telemetry - Professional Engineering Services [Page 49](#)
  - P2. Lift Station 082 Conversion - Professional Engineering Services [Page 54](#)
  - P3. Lift Station 039 Electrical Work – General Electrician Services [Page 59](#)

## 7. REPORTS

- A. Neighborhood Sewering [Page 176](#)
- B. Legal Counsel's Report [Page 177](#)
- C. Director's Report [Page 180](#)



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**AGENDA**  
**PUBLIC HEARING #07-2025**  
**SEPTEMBER 18, 2025 - 6:55 P.M.**  
**AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the Final Assessment of 6604 N. 195<sup>th</sup> Place.
4. Comments from the Board
5. Adjournment

*".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she 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."*

Submitted by:

Date: September 8, 2025

**Gordon M. Boggie**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER



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**AGENDA**  
**PUBLIC HEARING #08-2025**  
**SEPTEMBER 18, 2025 - 6:56 P.M.**  
**AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the LRD Fiscal Year 2026 Budget
4. Comments from the Board
5. Adjournment

*".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she 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."*

Submitted by:

Date: September 8, 2025

**Gordon M. Boggie**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

TO: Governing Board  
FROM: D. Albrey Arrington, Ph.D., Executive Director  
DATE: September 18, 2025  
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes for the Public Hearing and Regular Meeting of August 21<sup>st</sup>, 2025. As such, the following motion is presented for your consideration:

**“THAT THE GOVERNING BOARD** approve the minutes of the Public Hearing and Regular Meeting of August 21<sup>st</sup>, 2025 as submitted.”

**Gordon M. Boggie**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
AUGUST 21, 2025**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Boggie called the Public Hearing of August 21, 2025 to order at 6:55 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Boggie  
Mr. Rockoff  
Dr. Rostock

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE LRD RULE CHAPTER 31-02 AGENDA AND SCHEDULING OF PUBLIC MEETINGS

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Boggie adjourned the Public Hearing at 6:56 P.M.

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY

Ref: #08-2025

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
AUGUST 21, 2025

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of August 21, 2025 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Mr. Baker (via GotoMeeting not voting)

Mr. Boggie

Mr. Rockoff

Dr. Rostock

Staff Members in attendance were Dr. Arrington, Mr. Dean, , Mr. Pugsley, Ms. Fraraccio, Ms. Jones, and Mr. Chung. The consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman with Shenkman & Shenkman, P.A.

PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of July 17<sup>th</sup>, 2025 were presented for approval and the following motion was made:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of July 17<sup>th</sup>, 2025 as submitted.”

MOTION: Made by Dr. Rostock, Seconded by Mr. Rockoff  
Passed 3-0

B. ADDITIONS & DELETIONS TO THE AGENDA

Pull items 6D

3. COMMENTS FROM THE PUBLIC

No comments from the public were received.

#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

Dr. Arrington reviewed rainfall and water level conditions from the 2024-2025 dry season and discussed how extended dry conditions are affecting the Loxahatchee River and LRD's Reuse Program.

##### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

#### 5. CONSENT AGENDA

MOTION: Made by Mr. Rockoff, Seconded by Dr. Rostock  
Passed 3-0.

"THAT THE GOVERNING BOARD approve the Consent Agenda of August 21, 2025 as presented."

The following motions were approved as a result of the Board's adoption of the Consent Agenda:

##### A. Preliminary Assessment – 6604 195th Place N

"THAT THE GOVERNING BOARD approve Resolution 2025-10 adopting the 6604 N 195th Place Preliminary Assessment Roll."

##### B. Generator Repair and Maintenance – Reauthorization for Additional Funds

"THAT THE DISTRICT GOVERNING BOARD re-authorize award of ITB 25-004-00143 with Onsitegenpros in accordance with their Bid Response in the amount of \$77,500.00 for Lot 2 – Additional Services and Lot 3 Emergency Services"

##### C. A1A Force Main Replacement – Construction Contract Award

"THAT THE DISTRICT GOVERNING BOARD award ITB 25-003-00142 to Eastern Pipeline Construction, Inc. in the amount of \$1,076,076.00 and a contingency of \$110,000.00."

D. Fixed Asset Disposal – to approve disposal

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
N/A	FA02474	Wacker Neuson G100 Trailer	Operational	9/30/2012	\$ 38,614	\$ -	\$ 1,000
N/A	FA02475	Wacker Neuson G100 Trailer	Operational	9/30/2012	38,614	-	1,000
N/A	FA02579	Wacker Neuson G100 Trailer	Operational	9/30/2013	38,559	-	1,000
N/A	FA02745	Wacker Neuson G100 Trailer	Operational	9/30/2014	56,306	18,767	1,000
N/A	FA02746	Wacker Neuson G100 Trailer	Operational	9/30/2014	56,306	18,767	1,000
N/A	FA02922	Wacker Neuson G100 Trailer	Operational	9/30/2015	59,724	23,888	1,000
N/A	FA02923	Wacker Neuson G100 Trailer	Operational	9/30/2015	59,724	23,888	1,000
N/A	FA02924	Wacker Neuson G100 Trailer	Operational	9/30/2015	59,724	23,888	1,000
N/A	FA03160	Wacker Neuson G50 Generator	Operational	9/30/2017	31,551	16,827	1,000
N/A	FA03161	Wacker Neuson G50 Generator	Operational	9/30/2017	31,551	16,827	1,000
N/A	FA01488	125 Kw Diesel Genset Generator	Operational	9/30/2005	30,589	-	1,000
N/A	FA01489	125 Kw Diesel Genset Generator	Operational	9/30/2005	30,589	-	1,000
N/A	FA01490	125 Kw Diesel Genset Generator	Operational	9/30/2005	30,589	-	1,000
N/A	FA01491	125 Kw Diesel Genset Generator	Operational	9/30/2005	30,589	-	1,000
N/A	FA03051	Wacker Neuson G100 Trailer	Operational	9/30/2016	61,296	28,603	1,000
N/A	FA03052	Wacker Neuson G100 Trailer	Operational	9/30/2016	61,296	28,603	1,000
N/A	FA00473	175 Kw Portable Generator	Operational	9/30/1988	25,808	-	2,500
N/A	FA01626	Thompson 4" Trash & Wellpoint Pump	Not Operational	9/30/2006	19,495	-	500
N/A	FA03379	80 Kw Wacker Nelson Diesel Generator	Operational	9/30/2019	58,995	39,329	1,000
N/A	FA02699	20 Hp Flygt Pump	Beyond Repair	9/30/2014	13,583	-	50
N/A	FA01946	Repair 175 Kw Portable Genset	Operational	9/30/2008	11,998	-	-
N/A	FA02073	Paint Portable Generator 125Kw	Operational	9/30/2009	2,400	-	-
NA	FA02074	Paint Portable Generator 175Kw	Operational	9/30/2008	2,700	-	-
2522	FA01782	Surveyor Data Display	Not Operational	9/30/2007	1,500	-	50
<b>Total Assets to be Disposed</b>					<b>\$ 852,100</b>	<b>\$ 239,388</b>	<b>\$ 20,100</b>

<u>Description</u>	<u>Serial Number</u>	<u>Condition</u>	<u>Estimated Value</u>
20 HP Flygt Pump	FLY-9920036	Beyond Repair	\$50
2 HP Hydromatic Pump	SPG200M2-2	Beyond Repair	50
2 HP Barnes Pump	C1535442-0811	Beyond Repair	50
2 HP Barnes Pump	C1626377-0313	Beyond Repair	50
2 HP Barnes Pump	C1984817-0321	Beyond Repair	50
2 HP Barnes Pump	Z100402-0218	Beyond Repair	50
Quanti-Tray Sealer	QTP13163701374	Needs Repair	25
Fischer ISP Water Bath	118743-285	Operational	10
Microprocessor Incubator	P-03605	Operational	0

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the items listed in the schedules above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

E. Change Order to Current Contract - to approve modifications

No Change Orders were presented for Board consideration this month

*\*Mr. Baker left the meeting, which he was attending electronically.*

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

B. Final Assessment 109 Old Jupiter Beach Road

Mr. Matt Sipowski, owner of 109 Old Jupiter Beach Road, provided public comment to protest the proposed assessment on his property.

In response to Mr. Sipowski's testimony, Dr. Arrington responded that the District and Mr. Sipowski entered into a letter agreement dated June 1, 2023, which clearly stipulated that Mr. Sipowski was requesting the District to design, permit, install, and maintain sanitary sewer service to his property at 109 Old Jupiter Beach Rd. At no time was this fully executed written agreement terminated. The District has fulfilled the terms of this agreement, and the proposed assessment is justified. Staff unanimously recommend approving the assessment as presented.

Chairman Boggie explained that he had reviewed the facts of this particular assessment, and he had met with staff and Mr. Sipowski. His review left him to conclude that the assessment was reasonable, and that it would be unreasonable to shift the assessment, or a portion of the assessment, to the District's general rate payers.

"THAT THE GOVERNING BOARD approve Resolution 2025-07 adopting the 109 Old Jupiter Beach Road FINAL Assessment Roll and Exhibits."

MOTION: Made by Dr. Rostock, Seconded by Mr. Rockoff  
Passed 3-0.

C. Rule Chapter 31-2 Agenda And Scheduling Of Public Meetings

"THAT THE DISTRICT GOVERNING BOARD approve Rule Chapter 31-2, as revised, with an effective date of August 25, 2025."

MOTION: Made by Mr. Rockoff, Seconded by Dr. Rostock  
Passed 3-0.

E. Fiscal Year 2026 – Budget Assumptions

Dr. Arrington reviewed the key elements of the draft budget. No Board action is requested at this time.

7. REPORTS

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL’S REPORT
- C. DIRECTOR’S REPORT

Dr. Arrington reviewed the draft wastewater surveillance letter that was included in the notebook. Dr. Rostock explained that this letter was intended for healthcare professionals in our service area, because “*Wastewater samples can reveal outbreaks before your patients show symptoms!*” Mr. Rockoff and Chair Boggie commended Dr. Rostock on the idea of creating this letter to better inform the local medical community about the availability of wastewater surveillance data on our website.

8. FUTURE BUSINESS

Future Business stood as written.

9. COMMENTS FROM THE BOARD

No comments from the Board

10. ADJOURNMENT

That the regular meeting of August 21<sup>st</sup>, 2025 adjourns at 7:55 PM.”

MOTION: Made by Mr. Rockoff Seconded by Dr. Rostock

Passed Unanimously.

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BOARD CHAIRMAN

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BOARD SECRETARY

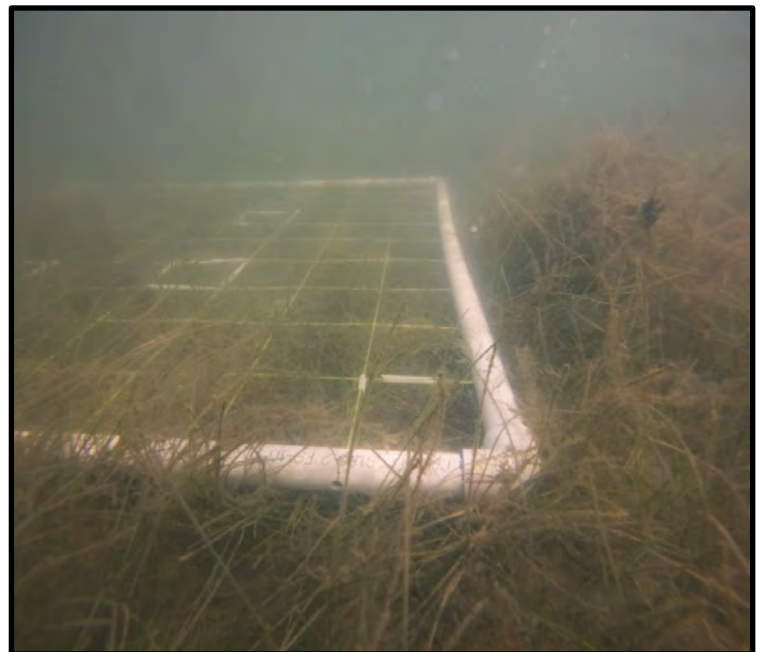
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RECORDING SECRETARY



## Loxahatchee River Watershed Status Encouraging Seagrass Observations

The WildPine Lab Staff have been conducting the summer seagrass monitoring and finding some encouraging results. After significant declines more than 10 years ago, we are now documenting notable improvements in seagrass occurrence and density. During the sampling last week, seagrasses at the North Bay site (west of the railroad tracks) looked better than they have since 2012. It is noteworthy that we are seeing seagrass improvements coinciding with some of the lowest river flows we have on record as discussed last month. At our meeting we will present some of the interesting findings from the seagrass monitoring completed so far this summer.



# LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



		Stewardship	Pre-Treatment	Collection & Transmission		Wastewater Treatment			Reclaimed Water	EHS	General Business					River Health		
		# People educated at RC	Grease Interceptor Inspections	Customer Service	Unauthorized Discharge of Sewage	Mean Daily Incoming Flow	Permit exceedance	NANO Blend to Reuse (@ 511)	Delivery of Reclaimed Water	Employee Safety	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
Units		% of Target	% requiring pump out	# blockages with damage in home	Gallons; # impacting surface waters	million gallons/day	# occurrences	Max Specific Conductance (umhos/cm)	# days demand not met	# of OSHA recordable injuries	\$	% of Budget	% of Budget	% within budget	average # days behind schedule	# Days MFL Violation	Min %	Fecal Coliform Bacteria (cfu/100ml)
Green Level		≥ 90%	≤ 15	Zero	<704; 0	< 7.7	Zero	<1542	<2	Zero	≥ \$15,609,500	≥ 95%	≥ 85% but ≤ 105%	≥80%	≤ 30	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow		< 90%	≤ 25	1	≤1,500; 0	< 8.8	1	≤1875	≥ 2	-	< \$15,609,500	≥ 90%	≥ 80%	≥60%	≤ 60	1	min ≥ 10 ‰	≤ 3 sites >200
Red		<75%	> 25	≥ 2	>1,500; ≥1	≥ 8.8	≥ 2	>1875	≥ 9	≥ 1	< \$10,406,330	< 90%	< 80% or > 105%	< 60%	> 60	≥ 2	min < 10 ‰	≥ 4 sites > 200
2022 Baseline		1,319	12	0.1	395	6.8	0	1,268	3	0	\$ 44,372,235	101%	91%	83%	51	1	22.6	3
2023 Baseline		1,451	13	0.0	1,124	7.0	0	1,296	6	0	\$ 44,656,875	106%	94%	90%	39	2	23	4
2024 Baseline		1,433	14	0.3	863	6.9	0	1,136	4	2	\$ 41,441,586	100%	95%	72%	52	5	22	2
	Aug	1,258	14	0	2270; 0	6.5	0	1,098	7	0	\$ 42,122,353	102%	91%	73%	75	0	22.2	7
	Sept	970	14	0	70; 0	7.0	0	1,082	5	0	\$ 41,233,651	102%	90%	70%	59	0	16.2	6
	Oct	1,250	12	3	69; 0	7.5	0	1,159	4	0	\$ 40,298,745	89%	96%	see Kris' new Project Report		0	4.5	1
	Nov	1,007	14	0	81; 0	6.9	0	1,089	0	0	\$ 41,266,064	92%	110%		26	0	14.5	1
	Dec	841	18	0	60; 0	6.9	0	1,130	1	0	\$ 41,363,495	96%	101%		23	0	31.5	0
2025	Jan	1,363	14	0	57; 0	7.1	0	1,127	0	0	\$ 41,057,266	99%	99%	85%	30	6	30.7	1
	Feb	1,208	14	0	51; 0	7.1	0	1,162	0	0	\$ 42,294,246	98%	95%	88%	26	9	32.3	2
	Mar	1,608	11	0	283; 1	7.1	0	1,159	1	0	\$ 41,731,365	100%	93%	76%	23	22	33.7	0
	Apr	1,375	12	0	43; 0	6.9	0	1,138	3	0	\$ 42,085,576	98%	92%	66%	23	10	29.0	0
	May	1,193	12	0	0; 0	6.5	0	1,142	0*	0	\$ 42,563,898	97%	95%	68%	22	22	31.4	7
	June	2,205	14	0	277; 1	6.3	0	1,283	0*	0	\$ 40,602,108	98%	95%	67%	28	11	33.2	3
	July	2,400	15	0	602; 0	6.3	0	1,193	0*	0	\$ 40,185,835	98%	94%	60%	33	18	31.8	4
	Aug	1,381	15	0	54; 0	6.3	0	1,208	0*	0	\$ 40,840,194	97%	93%	60%	34	0	30.0	4
Consecutive Months at Green		2	8	10	2	195	52	178	4	15	191	9	9	0	0	1	9	
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Alvarez	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric	Explanation
IQ Water Delivery	IQ Water deliveries were curtailed for our four curtailable customers from July 1 through July 3. We do not count curtailments to our curtailable customers as not meeting demand, because these contracts specifically anticipate curtailment of our IQ Water flows to manage supply/demand issues.
Capital Projects (budget)	This metric will be updated in the new fiscal year as we implement the new budget policy. Until then, we will maintain the approach we have taken throughout the current fiscal year. Therefore, we are showing projects that were intentionally advanced ahead of schedule to offset slower capital spending due to delays on other capital projects as projects not within budget. That is why this category appears in the red. See Kris' capital report for more information.
Capital Projects (time)	Average days variance (i.e., delay) has slipped to 34 days due to additional ongoing delays on various projects. Please see Kris' Capital Program Report for a comprehensive discussion of each of our capital projects.
Fecal Coliform Bacteria	High fecal coliform bacteria (>200 cfu/100 ml) were observed at Stations 65 (Kitchen Creek), 67 (Trapper Nelson's), 95 (Jupiter Farms), and 100 (Cypress Creek mouth). The high bacteria values appear to be driven by the recent rainfall that occurred prior to sampling. See Bud's report for additional details.



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

**TO:** Governing Board  
**FROM:** Administration Staff  
**DATE:** September 18, 2025  
**SUBJECT:** Consent Agenda

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or citizen, in which event, the item will be removed and considered under the regular agenda.

This month's consent agenda consists of the following items:

- A. Final Assessment 6604 N. 195<sup>th</sup> Place (Resolution 2025-11)
- B. Headworks, A-structure, and B-structure Rehabilitation - to award contract
- C. Headworks, A-structure, and B-structure Rehabilitation - to award Professional Engineering Services Contract
- D. Aeration Basin Cleaning - to reauthorize contract ITB 24-001-00131
- E. Payment Services - to approve purchase order
- F. Printing & Mailing Services - to approve purchase order
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- I. Supply of Liquid Chlorine (Brenntag Mid-South, Inc.) - to award contract
- J. Purchase of Odor Control Services (Evoqua) - to approve purchase order
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Gordon M. Boggie  
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- N. Fuel Procurement (Palmdale Oil Company) - to approve annual purchase order
- O. Fixed Asset Disposal - to approve disposal
- P. Change Order to Current Contract - to approve modifications
  - P1. Lift Station Telemetry - Professional Engineering Services
  - P2. Lift Station 082 Conversion - Professional Engineering Services
  - P3. Lift Station 039 Electrical Work – General Electrician Services

Should you have any questions regarding these items, I would be pleased to discuss them further with you.

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD** approve the Consent Agenda of September 18, 2025 as presented.”

Signed

  
D. Albrey Arrington, Ph.D.  
Executive Director

# Shenkman & Shenkman, P.A.

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[Curtis@PalmBeachLawyer.Law](mailto:Curtis@PalmBeachLawyer.Law)  
[Hunter@PalmBeachLawyer.Law](mailto:Hunter@PalmBeachLawyer.Law)  
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Board Certified Real Estate Attorney  
Three Palms Center  
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Jupiter, FL 33477

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phone #561-822-3933  
fax #561-898-2266

---

September 4, 2025

D. Albrey Arrington, Ph.D., Executive Director  
Loxahatchee River Environmental Control District  
2500 Jupiter Drive  
Jupiter, Florida 33458-8964

Re: **Resolution 2025-11 and FINAL Assessment Roll for 6604 N 195<sup>th</sup> Place Assessment**

Dear Albrey:

Attached to this letter is the Transfer of Property Lien, Resolution 2025-11 Exhibit "A" Final Assessment Roll, Exhibit B Map, and the most recent list of property owners as part of the Resolution.

I will bring the Originals to the meeting and obtain the signatures and notary.

A **SUGGESTED MOTION** for the Board at the September 18 2025 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution **2025-11** for the **6604 N 195<sup>th</sup> Place** FINAL Assessment Roll and Exhibits."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

Prepared By & RETURN TO: Sheetal Patel  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

**TRANSFER OF PROPERTY LIEN TO NON-AD  
VALOREM TAX BILL & CERTIFICATION OF SPECIAL  
ASSESSMENT ROLL FOR 6604 N. 195TH PLACESPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2021-249, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 18<sup>th</sup> day of SEPTEMBER, 2025 passed Resolution 2025-11 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **6604 N. 195TH PLACE** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of **PALM BEACH** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolution **2024-03**, recorded on **May 21, 2024** in **Official Record Book 35029, Pages 1782 through 1788** in the **Public Records of PALM BEACH County, Florida**.

Any inquiries as to payment of special assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
2500 Jupiter Park Drive  
Jupiter, Florida 33458  
(561) 747-5700

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on SEPTEMBER 18, 2025 the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

\_\_\_\_\_  
Address: 2500 Jupiter Park Drive, Jupiter, FL 33458

By: \_\_\_\_\_  
D. Albrey Arrington, Ph.D.  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
Address: 2500 Jupiter Park Drive, Jupiter, FL 33458

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or    online notarization on September 18, 2025, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

RESOLUTION NO. 2025-11

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **6604 N. 195TH PLACE** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **6604 N. 195TH PLACE** ASSESSMENT AREA IMPROVEMENTS; CONFIRMING SAID SPECIAL ASSESSMENT ROLL AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; PROVIDING FOR ELLIS RULE COMPLIANCE; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; PROVIDING THE SPECIAL ASSESSMENTS SHALL BE COLLECTED AS NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL ESTATE TAX BILL; AUTHORIZING THE DISTRICT CLERK TO PREPARE AND DELIVER THE NON-AD VALOREM SPECIAL ASSESSMENT ROLL TO THE PALM BEACH COUNTY AND MARTIN COUNTY PROPERTY APPRAISERS, TAX COLLECTORS, AND FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONSISTENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District”) has authorized the sewer improvements constructed in the **6604 N. 195TH PLACE** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2024-03 & 2025-10** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 18<sup>th</sup> day of SEPTEMBER, 2025 at 6:55 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE DISTRICT THAT:

Section 1. The Governing Board confirms the Special Assessment Roll attached hereto as Exhibits “A” and “B” without further modification. The unit of measurement for each assessment area is that each parcel is assessed equally.

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2024-03 & 2025-10** of the District.

Section 3. In accordance with District Rule Chapter 31-11, and Florida Statutes Chapter 197, said Special Assessment Liens shall remain liens co-equal with the lien of all State, County, District and Municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. Any failure to so pay these non-ad valorem Special Assessments shall be a default hereunder and will cause a tax certificate to be issued against the property which may result in a loss of title.

RESOLUTION 2025-11

Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Loxahatchee River District released the system for service on June 12, 2025 which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 5. The **District Clerk, as the designee of the chairman** of the Governing Board, **is directed to certify the non-ad valorem assessment roll, on a compatible electronic medium tied to the property identification number** and deliver it to the tax collector by September 15 of each year, or as otherwise provided for in the agreements with the tax collector. The certification shall be made on **Form DR-408A**.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 18<sup>th</sup> day of SEPTEMBER, 2025.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:

VOTE

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
KEVIN L. BAKER

\_\_\_\_\_  
DR. MATT H. ROSTOCK

\_\_\_\_\_  
STEPHEN B. ROCKOFF

Joshua & Emily K Matzke  
6604 N.195th Place  
Jupiter FL 33458 1812  
re: 6604 N.195<sup>th</sup> Place, Jupiter, FL 33458  
00-42-40-27-00-000-3039

EXHIBIT "A"  
FINAL ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**6604 N. 195th PLACE ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the total costs and expenses related to the improvements in the **6604 N. 195th PLACE** Assessment Area shall be **\$16,745.22** per parcel of property in the **6604 N. 195th PLACE** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement and each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of the total cost.

ASSESSMENT BASED ON PARCEL OF PROPERTY. Each Parcel of Property in the **6604 N. 195th PLACE** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$15,070.70**.

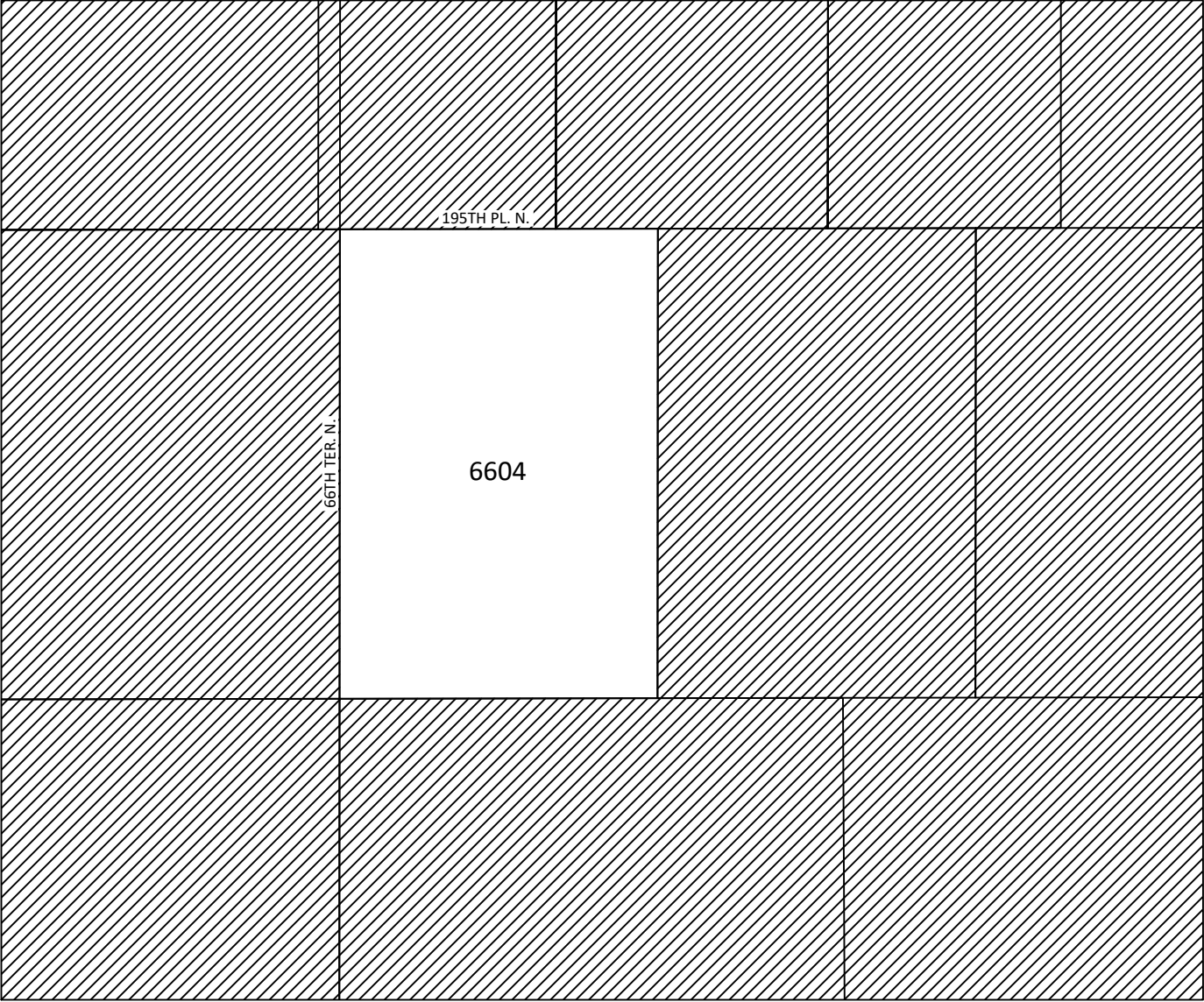
PAYMENT OF ASSESSMENT. As to Parcels of **6604 N. 195th PLACE** Assessment Area Property in EXHIBIT "B", the **\$15,070.70** assessment may be paid, interest free, at the office of the District on or before May 1, 2026.

**Owners who do not pay the \$15,070.70 assessment on or before May 1, 2026 shall have the \$15,070.70 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2025, at eight percent (8%) per annum, to be collected in twenty (20) equal annual installments of \$1,534.98, commencing with the November 1, 2026 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

**ATTACHMENT 2**  
**6604 N. 195th PLACE**  
**STATUTORY WAY OF NECESSITY**



**LEGEND**

 NOT IN ASSESSMENT AREA

NOTICE OF BOARD OF ADJUSTMENT HEARING AND  
GOVERNING BOARD MEETING  
**6604 N. 195TH PLACE**ASSESSMENT AREA

Notice is hereby given pursuant to the Loxahatchee River Environmental Control Act (Chapter 2002-358, Law of Florida) that the Governing Board of the Loxahatchee River Environmental Control District shall act as the Board of Adjustment at a hearing to be held on the 18th of September, 2025 at 6:55 p.m., at the District's Governing Board meeting chambers, Jupiter, Florida. At the hearing, the Board of Adjustment will hear objections of all interested persons to the proposed Resolution 2025-11 which is to confirm the Preliminary Assessment Roll adopted by Resolution 2025-10.

The Governing Board of the Loxahatchee River Environmental Control District shall hold its meeting on the 18th of September, 2025 at 7:00 p.m., or as soon thereafter as the prior Board of Adjustment meeting shall adjourn. At the Governing Board meeting all interested persons may appear and file written objections to the confirmation of the Preliminary Assessment Roll adopted by Resolution 2025-10 for the sewage collection lines in the "6604 N. 195TH PLACE Assessment Area".

The 6604 N. 195TH PLACE Assessment Area for sewer service is located within Section 27, Township 40 South, Range 42 East, Jupiter, Palm Beach County, Florida and lies within the following general boundaries:

On the North by N. 195th Place,  
On the South by 65th Terrace North,  
On the East by Fox Run Circle, and  
On the West by 66th Terrace North.

The plans, specifications, estimates, and tentative apportionment of cost for said improvements are on file in the office of the District located at 2500 Jupiter Park Drive, Jupiter, Florida 33458 during regular business hours.

ALL OBJECTIONS TO ANY SUCH RESOLUTION ON THE GROUND THAT IT CONTAINS ITEMS WHICH CANNOT BE PROPERLY ASSESSED AGAINST PROPERTY, OR THAT IT IS, FOR ANY DEFAULT OR DEFECT IN THE PASSAGE OR CHARACTER OF THE RESOLUTION OR THE PLANS AND SPECIFICATIONS OR ESTIMATE, VOID OR VOIDABLE IN WHOLE OR IN PART, OR THAT IT EXCEEDS THE POWER OF THE GOVERNING BOARD, SHALL BE MADE IN WRITING, IN PERSON OR BY ATTORNEY, AND FILED WITH THE GOVERNING BOARD AT OR BEFORE THE TIME OR ADJOURNED TIME OF SUCH HEARING. ANY OBJECTIONS AGAINST THE MAKING OF ANY IMPROVEMENT NOT SO MADE SHALL BE CONSIDERED AS WAIVED, AND IF ANY OBJECTION SHALL BE MADE AND OVERRULED OR SHALL NOT BE SUSTAINED, THE CONFIRMATION OF THE RESOLUTION SHALL BE THE FINAL ADJUDICATION OF THE ISSUES PRESENTED UNLESS PROPER STEPS SHALL BE TAKEN IN A COURT OF COMPETENT JURISDICTION TO SECURE RELIEF.

"PLEASE TAKE NOTICE AND BE ADVISED, that if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he will 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."

Published by: D. ALBREY ARRINGTON, Ph.D., DISTRICT CLERK  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
Publish: On or before AUGUST 31, 2025.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director  
Jason A. Pugsley, P.E., Plant Manager  
DATE: September 18, 2025  
SUBJECT: ITB 24-007-00137/Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project – Construction Contract Award

The District engaged with Baxter and Woodman to perform a structural assessment of the Headworks Facilities and Diversion Structure A. The structural assessment was completed in April of 2023. Following the assessment the District entered into an agreement with Baxter & Woodman, Inc. for data collection, preliminary design, design, and bidding of a project to address deficiencies identified during the structural assessment. The design project also includes upgrades to Diversion Structure B including a gate replacement and coatings. Bids were received on August 8, 2025 as summarized below and in Baxter and Woodman's attached Recommendation to Award.

	Base Bid	Base w/Alternate
Razorback LLC	\$1,108,250.00	<b>\$1,176,769.00</b>

Total costs to date include including proposed costs are:

Structural Assessment:	\$ 9,890.00
Design/Bid:	\$ 59,730.00
Engineering Services During Construction (proposed, see Tab 6C):	<b>\$ 93,731.00</b>
Construction Contract (proposed):	<b>\$1,176,769.00</b>
<u>Construction Contingency (proposed):</u>	<u><b>\$ 120,000.00</b></u>

**Total Project Cost: \$1,460,120.00**

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD award ITB 24-007-00137 to Razorback LLC in the amount of \$1,176,769.00 inclusive of Bid Alternates and a contingency of \$120,000.00”**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

**BID TABULATION (ITB 24-007-00137)**  
**Loxahatchee River Environmental Control District**  
**Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project**

Item No.	Item Description	Unit	Quantity	Razorback LLC		EOPC	
				Unit Price	Cost	Unit Price	Cost
BASE BID							
1	Mobiliation, Insurance and Bonds	LS	1	\$ 84,000.00	\$ 84,000.00	\$ 185,000.00	\$ 185,000.00
2	As-Built Record Drawings	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Professional Audio/Video of Construction Site	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,600.00	\$ 2,600.00
4	Shutdown and Bypass Headworks Facility	LS	1	\$ 207,000.00	\$ 207,000.00	\$ 26,250.00	\$ 26,250.00
5	Bypass Diversion Structure A and Diversion Structure B	LS	1	\$ 105,000.00	\$ 105,000.00	\$ 78,750.00	\$ 78,750.00
6	Demolition	LS	1	\$ 121,000.00	\$ 121,000.00	\$ 100,000.00	\$ 100,000.00
7	Hydraulic Gates	LS	1	\$ 262,000.00	\$ 262,000.00	\$ 145,000.00	\$ 145,000.00
8	Aluminum Floor Access Door and Frame	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 5,250.00	\$ 5,250.00
9	Rolling Door	LS	1	\$ 39,000.00	\$ 39,000.00	\$ 42,000.00	\$ 42,000.00
10	Doors	LS	1	\$ 57,000.00	\$ 57,000.00	\$ 15,750.00	\$ 15,750.00
11	Owner Furnished Valve Installation	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 12,600.00	\$ 12,600.00
12	Pump Plate	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,500.00	\$ 10,500.00
13	Epoxy Lining	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 44,100.00	\$ 44,100.00
14	Headworks Facility PVC Liner Termination Repair	LF	400	\$ 170.00	\$ 68,000.00	\$ 153.00	\$ 61,200.00
15	Headworks Facility PVC Liner Break Repair	SQFT	1	\$ 250.00	\$ 250.00	\$ 820.00	\$ 820.00
16	Headworks Facility Liner Delamination Repair	SQFT	4	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00
17	Concrete Repairs	SQFT	44	\$ 700.00	\$ 30,800.00	\$ 715.00	\$ 31,460.00
18	Concrete Fillet Replacement	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 16,320.00	\$ 16,320.00
19	Hand Railing Improvements	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,350.00	\$ 7,350.00
20	Landscaping	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 1,800.00	\$ 1,800.00
21	Diversion Structure A and Diversion Structure B - Exterior Painting	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00
22	Headworks Facility - Spot Patching & Painting	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 15,750.00	\$ 15,750.00
Calculated - BASE BID SUBTOTAL					\$ 1,108,250.00		\$ 829,500.00
BID ALTERNATES							
23	Headworks Facility - Exterior Painting	LS	1	\$ 68,519.00	\$ 68,519.00	\$ 31,500.00	\$ 31,500.00
Calculated - BASE BID WITH BID ALTERNATE SUBTOTAL					\$ 1,176,769.00		\$ 861,000.00

August 25, 2025

Governing Board  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458-8962

**RECOMMENDATION TO AWARD**

***Subject: Loxahatchee River Environmental Control District – Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project***

Dear Governing Board:

The following base bid was received for the Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project on August 8, 2025:

<b><u>Bidder</u></b>	<b><u>Amount of Base Bid</u></b>
Razorback, LLC Tarpon Springs, FL 34689	\$1,108,250

The pre-bid opinion of probable cost (OPC) of the base bid for this Project was \$829,500. The Bid Form contains one (1) alternate for the exterior painting of the Headworks Facility. The Project Documents state that the Project bid will be evaluated on the base bid with consideration of the bid alternate per the District's discretion. The following base bid with bid alternate was received for the Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project:

<b><u>Bidder</u></b>	<b><u>Amount of Base Bid with Bid Alternate</u></b>
Razorback, LLC Tarpon Springs, FL 34689	\$1,176,769

The pre-bid OPC of the base bid with bid alternate for this Project was \$861,000. We have analyzed the bid and find Razorback, LLC to be the lowest responsible and responsive Bidder.

The pre-bid OPC was last prepared in September 2024. Since then, the construction industry has continued to experience escalations in labor, materials, and equipment costs, as well as continued volatility in supply chains. In reviewing the bid received, various components of the Project were identified where the pre-bid OPC underestimated the bid proposal. This included shutdown and bypassing of existing facilities, which are inherently difficult to predict in advance as the effort and expense are largely dependent on the Contractor's selected means and methods, risk management approach, and provisions for maintaining operations. This also included equipment such as stainless-steel hydraulic gates and hurricane-rated doors, one of which required third-party certification by a Professional Engineer due to the size of the door and lack of standard Florida Product Approval. Furthermore, the specialized nature of the Project resulted in a limited pool of qualified contractors with only a single responsive bid received. Collectively, these factors have contributed to the variance between the OPC and the bid proposal. While the bid proposal exceeds the original OPC, it is consistent with current market conditions.

Based upon this evaluation and our review of the Bidder, we believe that Razorback, LLC is qualified to complete the Project. We recommend award of the Contract to Razorback, LLC in the amount of \$1,176,769. Please advise us of your decision on our recommendation to award.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Adam Radi, PE, ENV SP  
Wastewater Engineer

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# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director  
Jason A. Pugsley, P.E., Plant Manager

DATE: September 18, 2025

SUBJECT: Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project – Professional Services Contract

The District engaged with Baxter and Woodman to perform a structural assessment of the Headworks Facilities and Diversion Structure A. The structural assessment was completed in April of 2023. Following the assessment the District entered into an agreement with Baxter & Woodman, Inc. for data collection, preliminary design, design, and bidding of a project to address deficiencies identified during the structural assessment. The design project also includes upgrades to Diversion Structure B including a gate replacement and coatings. Costs to date include the following.

Structural Assessment:	\$ 9,890.00
Design/Bid:	\$ 59,730.00
<b>Engineering Services During Construction (proposed):</b>	<b>\$ 93,731.00</b>
<b>Construction Contract (proposed, see Tab 6B):</b>	<b>\$1,176,769.00</b>
<b><u>Construction Contingency (proposed, see Tab 6B):</u></b>	<b><u>\$ 120,000.00</u></b>

**Total Project Cost: \$1,460,120.00**

Staff have coordinated with Baxter and Woodman to provide engineering services during construction as detailed in the attached work authorization issued under Baxter and Woodman's RFQ 20-001-PROFSERVICES - Continuing Contract.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Baxter and Woodman’s work authorization for Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project – Construction Services, Dated August 6, 2025 in the amount of \$93,731.00.”**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

**AGREEMENT BETWEEN LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND  
BAXTER & WOODMAN, INC.**

**FOR PROFESSIONAL ENGINEERING SERVICES**

**“HEADWORKS FACILITY, DIVERSION STRUCTURE A, AND DIVERSION STRUCTURE B  
REHABILITATION PROJECT” – CONSTRUCTION SERVICES**

**DATE:** August 6, 2025

**BACKGROUND**

This Agreement is for the performance of engineering services by Baxter & Woodman, Inc. pursuant to the Continuing Contract for Professional Engineering Services – Headworks Facility, Diversion Structure A, and Diversion Structure B – Rehabilitation Project, between Loxahatchee River District (DISTRICT) and Baxter & Woodman dated October 16, 2020. The DISTRICT has the right to stop work at any time being only responsible for costs incurred up to that time.

The construction administration and inspection services during construction of the Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project shall include the following tasks:

**SCOPE OF SERVICES**

**TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES**

**Subtask 1.1      Preconstruction Conference**

Baxter & Woodman shall administer a preconstruction conference with representatives of the District, contractors, and major subcontractors for the construction contract. Baxter & Woodman shall prepare the agenda and issue minutes from the Preconstruction Conference.

**Subtask 1.2      Submittal Review**

Baxter & Woodman shall review and process shop drawings, bypass plans, schedules, vendor certifications and any other data which the construction contractor is required to submit according to the Design Drawings or Contract Documents. The review will be for general conformance with the design intent and compliance with the construction contract documents. Review of up to twenty (20) submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. Baxter & Woodman will also coordinate with the District for approval of Operations Specific Shop Drawings and submit the approved shop drawings/submittals to the District for their records.

**Subtask 1.3      Pay Application Review**

Review monthly payment applications from the Contractor submitted in a format acceptable to the District. Baxter & Woodman shall verify the quantities as represented on the pay application and make a recommendation to the District to proceed with the payment as requested, or as modified based on Baxter & Woodman review. An eight (8) month construction period is assumed in budgeting this task.

#### **Subtask 1.4 Construction Schedule Review**

Monitor the Contractor's updated construction schedule monthly and report to the District, conditions which may cause delay in completion. If significant delays or schedule slippage is noted, Baxter & Woodman will notify the Contractor to provide a detailed Schedule Recovery Plan with a Revised Baseline Construction Schedule.

#### **Subtask 1.5 Construction Clarifications/Daily Communication**

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the eight (8) month construction period. Baxter & Woodman shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered, and a response prepared and submitted to the Contractor within 3 to 5 working days. This subtask also includes the necessary Day to Day verbal & written communication with Contractor and District for coordination of the construction activities during the approximate eight (8) month construction timeframe.

#### **Subtask 1.6 Construction Changes/Contractor Claims**

Baxter & Woodman shall prepare and negotiate Owner Initiated or Owner approved Change Orders (CO) and Field Change Directives (FCD) during the eight (8) month construction period. For the purpose of this task order, it is assumed that up to six (6) CO's and ten (10) FCD's will be prepared during the eight (8) month construction period. Baxter & Woodman will also review and respond to all Contractor Delay Claims or Requests for Additional Compensation within the established Construction Contract Period and respond back in writing per the Contract Documents.

#### **Subtask 1.7 Monthly Progress Meetings**

Baxter & Woodman shall conduct monthly construction progress meetings to be held at the District offices. Baxter & Woodman shall prepare the meeting agenda and provide a written minute's summary of the issues discussed.

#### **Subtask 1.8 As-Built Record Drawings**

Baxter & Woodman shall review monthly progressive As-built Record Drawings from the Contractor and provide comments back to achieve the Final Set of As-built Record Drawings upon Final Completion.

#### **Subtask 1.9 Certification of Construction Completion**

Baxter & Woodman shall certify to the District, Palm Beach County Health Department, Building Department, and any other associated based on the visible project features, Baxter & Woodman's inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

#### **Subtask 1.10 Substantial and Final Inspections**

Baxter & Woodman shall conduct a substantial and final inspection with the District and Contractor to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled their obligations thereunder. A punch-list will be prepared following Substantial Completion, listing all items needed to be completed by the Contractor to meet Final Completion of the project. Baxter & Woodman shall issue

in writing the final acceptance of the work to the District. The District may then at District's option proceed to make final payment to the contractor.

## **TASK 2 – RESIDENT PROJECT REPRESENTATIVE SERVICES**

The Construction Observation phase services to be provided by Baxter & Woodman include the following:

Provide a Part-time Construction Project Representative (12 hours/week) during the construction of the work estimated to be eight (8) months (for a total of 178 Working Days or 420 hours) for the construction contract. During the actual construction work Baxter & Woodman will provide Part-time observations on Monday through Friday (an average of 12 hours per week). Activities performed under this task consist of furnishing a Construction Observer during the construction of the project, to observe the quality of the work by the Contractor, who will:

1. Serve as Baxter & Woodman's liaison with construction contractor, working principally through the contractor's Superintendent and assist him in understanding the intent of the contract documents.
2. Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever Baxter & Woodman believes that the work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made or has been damaged prior to final payment.
3. Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report it to the District.
4. Consider and evaluate the construction contractor's suggestions for modifications in drawings or specifications and report them to the Design Engineer and the District, in writing. Baxter & Woodman shall make recommendations for action by the District.
5. Coordinate with LRECD Staff for Bypass Procedures.

### **LIMITATIONS OF AUTHORITY**

Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

### **ASSUMPTIONS**

The work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect the schedule or Scope of Work, Baxter & Woodman shall advise the District in writing of the magnitude of the required adjustments. Changes in the completion schedule or compensation to Baxter & Woodman will be negotiated with the District. Services to be provided by the District and other related key assumptions include:

1. Baxter & Woodman assumes that no design or survey work will be required during construction.
2. Contractor shall be responsible for obtaining all necessary Permits during construction.
3. Baxter & Woodman assumes construction contract duration of 250 Days (approximately eight months), with actual construction activities at the site for 10 months.
4. Contractor shall be responsible for preparing Record Drawings for Baxter & Woodman Review.
5. Public Outreach and/or Resident Concern Issues are not included as part of this scope.
6. Assisting the District in the settlement of the construction contract claims after the Construction Contract Period is expired is an additional service and is not included in this scope.

### **SUMMARY OF PROPOSED CONSTRUCTION SERVICES FEES**

Proposed labor costs and associated expenses for construction services are tabulated below and detailed in Exhibit A.

<b><u>CONSTRUCTION SERVICES</u></b>	<b><u>FEE</u></b>
Task 1 – Construction Administration Services (Lump Sum)	\$33,771.00
Task 2 – Resident Project Representative (Hourly)	\$57,960.00
Reimbursables (Lump Sum)	\$2,000.00
 <b>TOTAL CONSTRUCTION SERVICES</b>	 <b><u>\$93,731.00</u></b>

IN WITNESS WHEREOF, the parties have made and executed this agreement as of the date written below.

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

Witnesses:


\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
D. Albrey Arrington, Ph D, Executive Director      Date

Date  
Executed: \_\_\_\_\_

BAXTER & WOODMAN, INC.

Witnesses:

  
\_\_\_\_\_  
Megan E Berg

By:  8/6/25  
Rebecca Travis, PE, Vice President      Date

Date  
Executed: \_\_\_\_\_



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director  
Jason Pugsley, P.E., Plant Manager  
Courtney Jones, P.E., Director of Engineering

DATE: September 18, 2025

SUBJECT: Aeration Basin No. 3 Cleaning – ITB #24-001-00131 Wastewater and I.Q. Water General Construction Services and Emergency / On-Call Repair Services – Hinterland Group, Inc.

During the course of operating and maintaining our system, the District frequently has construction projects whose scope exceeds our abilities to address with the in-house construction crews. To address these projects in a timely and efficient manner, we use a general construction services contract.

At the May 2025 Board Meeting, the Board authorized issuance of a separate PO under this contract to Hinterland Group, Inc. for cleaning of Aeration Basin No. 2 ahead of the anaerobic selector pilot study. Staff are making the same request this month for Aeration Basin No. 3.

For Aeration Basin No. 2, a PO in the amount of \$77,530.00 and a contingency of \$10,000.00 was issued and actual amount spent was \$86,829.03 based on installed quantities.

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize issuance of a separate PO to Hinterland Group, Inc. under ITB #24-001-00131 for the Aeration Basin No. 3 cleaning project in an amount not to exceed \$95,405 and a contingency of \$10,000.00.”**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



Hinterland Group, Inc.  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404  
(561) 640-3503 - Phone

**ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)**

**Proposal # 23-0143-31**

**ADDRESS**

Loxahatchee River District  
Courtney Jones  
[Ccourtney.jones@lrecd.org](mailto:Ccourtney.jones@lrecd.org)

**DATE: 8/18/2025**

**JOB NAME:** Aeration Basin No. 3 Cleaning

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Line Item #3 - Mobilization / Demobilization - First Day	1	LS	\$2,500.00	\$2,500.00
Line Item #4 - Mobilization/Demobilization - Each Additional Day	9	EA	\$500.00	\$4,500.00
Line Item #12 - Skid Steer	76	HR	\$85.00	\$6,460.00
Line Item #21 - Vacuum Truck	60	HR	\$350.00	\$21,000.00
Line Item #33 - Foreman	76	HR	\$145.00	\$11,020.00
Line Item #34 - Laborer	228	HR	\$100.00	\$22,800.00
Line Item #35 - Operator	76	HR	\$125.00	\$9,500.00
Line Item #36 - Truck Driver	60	HR	\$150.00	\$9,000.00
<b>Materials</b>				
Disposal Fees	1	AL	\$7,500.00	\$7,500.00
<b>Subtotal</b>				<b>\$7,500.00</b>
15% Markup				\$1,125.00

**TOTAL \$95,405.00**

**Notes:**

1. Includes removal and disposal of approx. 70 CY of grit per plans
2. Proposal assumes we can decant onsite and allow material to dry before hauling and disposal
3. Disposal fees included as an allowance, actual fees will be provided for invoicing.

**ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)**

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: Albrey Arrington, Ph. D., Executive Director  
From: Bud Howard, Director of Information Services  
Date: September 10, 2025  
Subject: Payment Processing Services for FY2026; Account #: 40-42-5340

This request is to authorize a \$135,000 not-to-exceed purchase order to Edmunds GovTech, Inc. for estimated credit/debit card and eCheck payment transaction fees for FY2026.

Edmunds GovTech is our Customer Information System (CIS) that includes the eCheck and Credit/Debit card payments portal. Edmunds was selected by the District through RFP #22-004-000114 with a 5-year agreement that was approved by the Board in February 2022. The transaction fees in this request comply with that contract.

Based on data from the most recent 3 months of transactions, we estimate an annual total of nearly 46,000 credit/debit card transactions billed at 2% each, and 20,000 eCheck transactions at \$0.90 each.

Therefore, we offer the following motion:

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a not-to-exceed purchase order to Edmunds GovTech, Inc., for eCheck and credit/debit card payment transaction fees for a total authorization of up to \$135,000 for FY2026.”**

Gordon M. Boggie

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

DATE: September 10, 2025

DEPARTMENT: Customer Service - Bud Howard, Director of Information Services

BUDGET: Printing and Mailing services budgeted item for FY2026  
Postage Account # 40-42-5420 – Not to exceed \$93,000  
Printing Account # 40-42-5340 – Not to exceed \$28,000

### DESCRIPTION:

This request is to authorize a \$121,000 not-to-exceed purchase order to InfoSend, Inc. for printing, mailing, and postage of quarterly sewer bills, past due notices, and other high-volume correspondence for FY2026.

InfoSend, Inc. is the printing and mailing vendor that we selected in May 2025 following the abrupt closure of our former provider. Infosend is providing excellent service to the District. The total \$121,000 authorization is split between estimated costs for postage at \$93,000 (77%), and printing at \$28,000 (23%).

While postage fees are exempt from the District's procurement process, we bring this to the Board for approval to provide full transparency of the magnitude of these annual costs.

Therefore, we offer the following suggested motion:

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$121,000 not-to-exceed purchase order to InfoSend, Inc. for printing, mailing, and postage for FY2026.”**

Gordon M. Boggie

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: SEPTEMBER 12, 2025  
SUBJECT: FISCAL YEAR 2026 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR BIOSOLIDS HAULING SERVICES WITH MERRELL BROS., INC.

The amount included in the District's FY 2026 budget is sufficient to cover the amount of this request.

In August 2023, the District's Governing Board entered into an agreement with Merrell Bros., Inc. The contract provides for the hauling of dewatered biosolids from the District's Wastewater Treatment Plant (WWTP) to the Solid Waste Authority biosolids drying and processing facility. The terms of the agreement included an initial period of two (2) years from October 1, 2023 through September 30, 2025. The initial period covered services during Fiscal Year's 2024 and 2025. The agreement also provides for, at the sole option of the District, the extension of the agreement for up to three (3) additional one-year periods following the initial period.

It is the opinion of staff that Merrell Bros., Inc. has done a satisfactory job, and we support continuing our contract for Fiscal Year 2026 (October 1, 2025 through September 30, 2026) under Year 1 of the additional three, one-year annual extensions. Per the executed contract agreement, all contract unit prices will be increased 2.70% based on the June 2025 consumer price index (CPI). Attached is a letter from Merrell Bros. formerly requesting a rate increase in accordance with the terms of the agreement.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Merrell Bros., Inc. in accordance with the contract specifications and their bid dated August 31, 2023, for the offsite hauling of dewatered biosolids for Fiscal Year 2026 in an amount Not-to-Exceed \$190,000.00"**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

9-10-25

## #18-002-DW Renewal - Rate Increase Request

Loxahatchee River District  
Attn: Jason Pugsley, P.E.  
2500 Jupiter Park Drive  
Jupiter, FL 33458

Mr. Jason Pugsley,

Merrell Bros., Inc. is contracted by Loxahatchee River District for the transportation and disposal of wastewater biosolids at your partner facility SWA-NEFCO. We are a service based business, providing a critical service on behalf of the District, ensuring wastewater residuals are removed from the water treatment plant, transported, treated, and managed such that the District's, and the overall State's, water ways remain pristine. In conjunction with the District's wastewater treatment plant operations, and SWA-NEFCO, together we capture, reuse, recycle, and treat a waste into a nutrient-rich fertilizer utilized for agronomic operations throughout the Sunshine State. An environmental success story the District and its personnel are rightfully proud of.

The nature of our service work requires numerous employees, semi tractors, and wheeled assets to transport and handle biosolids materials. As we navigate through historically unprecedented world events, we are facing swift cost escalations from nearly every expense category we purchase. Personnel, parts, fuel, repairs, and related expenses are all substantially increasing.

I respectfully seek the surcharge adjustment made available by our agreement language:

*The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. Prices shall remain firm for the initial twenty-four (24) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations. At the beginning of each of the three (3) twelve (12) month option periods, and at the bidder's request the LRECD will consider a single annual price adjustment to the unit price(s) based on the June U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). The website is <http://www.bls.gov/cpi/home.htm>. NOTE: For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices. Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the LRECD Governing Board.*

Utilizing the Index stated, we calculate the June 2025 CPI-U change to be 2.7%

**Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average**

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Jun. 2025
	Dec. 2024	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	May 2025	Jun. 2025	
All items	0.4	0.5	0.2	-0.1	0.2	0.1	0.3	2.7

This results in the following calculations:

Current Contract Price: \$348.84 Per Load

CPI-U Index Change: 2.7%

Resulting Change: +\$9.41 Per Load

Requested New Contract Price: \$358.25 Per Load

Thank you for considering this request. We look forward to the opportunity to continue servicing your operations and sincerely appreciate the work and trust in our operations,

Blake Merrell  
Merrell Bros., Inc.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: SEPTEMBER 12, 2025  
SUBJECT: FISCAL YEAR 2026 – ANNUAL PURCHASE ORDER FOR SLUDGE PROCESSING AND DISPOSAL WITH SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

The amount included in the District's FY 2026 budget is sufficient to cover the amount of this request.

The District processes and dewater biosolids onsite which are then hauled to the Solid Waste Authority of Palm Beach County (SWA) Biosolids Processing Facility (BPF) for further treatment and disposal. The SWA BPF employs a heating process which dries and converts the biosolids to a pelletized form which is then distributed as a Class AA biosolids fertilizer. The terms of the District's agreement with SWA require the District to pay a unitized cost for Operation and Maintenance (O&M) of the BPF. The unitized cost is determined annually and is based on the estimated biosolids tonnage to be processed at the facility by all participating members and the estimated operating cost of the BPF.

SWA provided a unitized treatment cost of \$82.48/ton for FY2026. This represents a 6.8% *increase* when compared to the Fiscal Year 2025 budgeted unitized cost of \$77.26.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Solid Waste Authority of Palm Beach County for the processing and disposal of biosolids at the Biosolids Processing Facility for Fiscal Year 2026 in accordance with the Interlocal Government Agreement for Biosolids Processing in an amount Not-to-Exceed \$1,000,000.00.**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: SEPTEMBER 12, 2025  
SUBJECT: FISCAL YEAR 2026 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR CHLORINE WITH BRENNTAG MID-SOUTH

The amount included in the District's FY 2026 budget is sufficient to cover the amount of this request.

Chlorine disinfection is an essential part of the District's wastewater treatment plant system and more specifically the production of Irrigation Quality (IQ) Water.

District Staff issued a competitive bid solicitation in accordance with the District's procurement policy for the Supply of Liquid Chlorine (ITB No. 25-008-00147). A total of two (2) bids were received on August 28, 2025. The Bid amounts submitted were as follows:

- |  |                |
|--|----------------|
| 1. Allied Universal Corporation (Allied) | \$1,499.40/ton |
| 2. Brenntag Mid-South (Brenntag)         | \$1,501.00/ton |

Upon receipt of the Bids, Staff reviewed and evaluated the Bid received from the apparent low bidder (Allied) to confirm conformance with the Bid specification requirements. Upon reviewing the Health, Safety and Environmental Performance requirements, Staff determined that Allied did not meet the respective benchmarks included in the bid documents for OSHA, Total Days Away, Restricted, Transferred (DART) and Total Recordable Incident Rate (TRIR). As a result, Allied's Bid was disqualified from consideration. Staff subsequently reviewed the Bid submitted by Brenntag. Based on Staff's review, Staff determined that Brenntag meets the minimum requirements stipulated in the Bid specifications and has the experience and facilities for the Supply of Liquid Chlorine to the District. The FY26 unitized cost is identical to the FY25 unitized cost. It is estimated that the District will utilize approximately 100-tons of chlorine during Fiscal Year 2026.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Brenntag Mid-South for the Supply of Liquid Chlorine, in accordance with District ITB No. 25-008-00147 for the period of October 1, 2025 through September 30, 2026, in an amount Not-to-Exceed \$155,000.00."**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: SEPTEMBER 12, 2025  
SUBJECT: FISCAL YEAR 2026 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR EVOQUA ODOR CONTRACT PRICING EXTENSION

Evoqua Water Technologies, Inc. (Evoqua) supplies the District with chemicals and/or equipment that assists with odor control management at our plant site and within the collection system. Evoqua previously executed a contract with Lee County for “Corrosion and Odor Control Services” under RFP No. RFP240129DJN. The contract includes fixed unit cost rates for an initial three (3) year contract period. Evoqua extended the offer to the District to “piggy-back” the Lee County contract for our wastewater odor and corrosion control program.

The unit cost rates in the Lee County contract, which are currently applicable to the services utilized by the District, are as follows:

- Master LS Biofilter Lease: \$3,354.00/mo.
- WWTF HW Biofilter Lease: \$6,651.68/mo.
- Solids Storage Tank Biofilter Lease: \$14,744.00/mo.

During Fiscal Year 2025, Staff coordinated with Evoqua to replace the existing chemical type, odor control system dedicated to the solids storage tank with a biofilter type system. This change eliminated the need for the District to purchase and utilize sodium hydroxide and sodium hypochlorite chemicals for the solids tank odor control system. As such, the cost for these chemicals is not included in the Fiscal Year 2026 annual purchase order request.

Lee County utilizes a significant amount of chemicals and odor control equipment through Evoqua. As such, the pricing offered under the current contract provides the District with a competitive pricing advantage when compared to the pricing the District would likely receive if we were to bid the items ourselves.

Staff recommends the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Evoqua Water Technologies, Inc. for the continued supply of odor control equipment and services, in accordance with a “piggy-back” of Lee County contract RFP240129DJN for the period from October 1, 2025 through September 30, 2026, in an amount Not-to-Exceed \$335,000.00”.**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: SEPTEMBER 12, 2025  
SUBJECT: FISCAL YEAR 2026 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR SOLIDS DEWATERING POLYMER WITH POLYDYNE, INC.

The amount included in the District's FY 2026 budget is sufficient to cover the amount of this request.

The District utilizes a cationic emulsion polymer (Clarifloc SE-1021) manufactured by Polydyne, Inc. to enhance the sludge dewatering processes at its wastewater treatment plant (WWTP). The addition of polymer upstream of the belt filter press dewatering units is a critical component of the biosolids dewatering process.

Staff desires Board approval to piggy-back an existing contract through the City of Tarpon Springs. Polydyne, Inc. was previously awarded a contract (City of Tarpon Springs, ITB No. 240098-B-AS) for the supply of cationic emulsion polymer. The City's contract allows Polydyne, Inc. to extend the pricing, terms and conditions to the District with Polydyne, Inc.'s consent. The term of the City of Tarpon Springs contract is for an initial five-year period of September 3, 2024 through September 2, 2029, with one potential three-year renewal option after the initial term. The District piggy-backed the same contract during Fiscal Year 2025. The unit rate of polymer for the City of Tarpon Springs contract is \$1.65/lbs. This unit rate is fixed for the entire contract period. The City of Tarpon Springs is a similarly sized utility which is geographically located in closer proximity to Polydyne's distribution center. As such, Staff is confident that the fixed rate associated with the contract is favorable to the District.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Polydyne, Inc. for the supply of cationic emulsion polymer, in accordance with a "piggy-back" of City of Tarpon Springs ITB No. 240098-B-AS for the period commencing on October 1, 2025 through September 30, 2026, in an amount Not-to-Exceed \$100,000."**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



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## MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: SEPTEMBER 12, 2025  
SUBJECT: FISCAL YEAR 2026 – ANNUAL PURCHASE ORDER FOR LANDSCAPE SERVICES WITH TERRACON SERVICES, INC.

The amount included in the District's FY 2026 budget is sufficient to cover the amount of this request.

In October 2024, the District's Governing Board entered into an agreement with Terracon Services, Inc. for the annual landscape services necessary to complete maintenance of the lawn and landscaped areas at specific District facilities, including the plant site at 2500 Jupiter Park Drive, designated lift/pump station sites, the River Center and the District's 20-acre parcel located in Jupiter Farms. The terms of the agreement included an initial period of two (2) years from October 1, 2024 through September 30, 2026. The initial period covers services during Fiscal Year 2025 and 2026. During the initial term, all prices shall remain fixed. The agreement also provides for, at the sole option of the District, the extension of the agreement for up to three (3) additional one-year periods following the initial period. At the beginning of each of the three annual renewal periods, price adjustments will be considered based on the June CPI-U, as published by the Bureau of Labor Statistics.

It is the opinion of staff that Terracon Services, Inc. has done a satisfactory job, and we support continuing our contract for Fiscal Year 2026 (October 1, 2025 through September 30, 2026) under Year 2 of the initial two (2) year agreement period. Per the executed contract agreement, there will be no change in the unit cost rate for Fiscal Year 2026.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Terracon Services, Inc. in accordance with the contract specifications and their bid dated August 30, 2024, for the annual landscape service for Fiscal Year 2026 in an amount Not-to-Exceed \$73,021.35, as well as a contingency amount of \$5,000.00"**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



## Item 5M

Receded: Hauling Of Liquid Domestic Wastewater, Sludge  
& Collection System Debris (Blerman, LLC)  
- to approve renewal contract

J:\Board\Notebook\ConsentAgenda-Noitems





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: September 12, 2025  
Subject: Authorize FY2026 Fuel Procurement

Staff is requesting Board approval to purchase bulk fuel (i.e., off-road diesel, on-road diesel, and unleaded gasoline) from Palmdale Oil Company during the fiscal year 2026 for the following not to exceed quantities:

Diesel No. 2	40,000 Gallons
Unleaded Fuel	1,500 Gallons

\*These expected annual quantities are based on historical usage trends.

For an amount not to exceed \$160,000.

Staff desires Board approval to piggy-back an existing contract through the City of Port St. Lucie. Palmdale Oil Company was previously awarded a contract (PSL ITB #20180128) for the supply of diesel, gasoline, heating and emergency generator fuel. The City's contract allows Palmdale Oil Company to extend the pricing, terms and conditions to the District with Palmdale Oil Company's consent. The current term of the City of Port St. Lucie contract is July 1, 2023 through July 1, 2028. Fuel costs to be paid by the District to Palmdale Oil Company will be determined on the daily DTN FastRacks rack averages for Orlando Padd 1 Report, plus or minus a firm fixed price increment for the contract period as indicated below.

Premium Unleaded	(+) 0.3327
Diesel #2	(+) 0.1385
Diesel #2 Red Dye	(+) 0.1385

The following motion is suggested for approval:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Palmdale Oil Company for the supply of bulk fuel, in accordance with a “piggy-back” of the City of Port St. Lucie ITB No. 20180128 in an amount Not-to-Exceed \$160,000, for the fiscal year 2026.”**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



# Fixed Asset Disposal

No Fixed Assets are presented for disposal this month.





# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director  
DATE: September 18, 2025  
SUBJECT: Lift Station Cellular Telemetry: Professional Services – Change Order 002

The District currently operates 225 lift stations throughout the collection and transmission system. Of these 225 lift stations we remotely monitor 68 using standard radio telemetry, leaving 157 stations unmonitored. In December 2020 the Board approved a professional engineering services contract with Holtz Consulting Engineers for design and construction services to provide telemetry at 115 of the unmonitored stations.

Current delays have pushed the project completion date from March 31, 2025 to December 3, 2025. To provide additional professional engineering services through December 3, 2025 Holtz Consulting Engineer's requires additional compensation in the amount of \$27,560 as detailed in the attached and below.

Original Contract:	\$197,625.00
Change Order 001	\$ 24,970.00
<b><u>Change Order 002 (Proposed)</u></b>	<b><u>\$ 27,560.00</u></b>

**New Contract Price: \$250,155.00**

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 002 to Holtz Consulting Engineers, Inc. work authorization for Lift Station Telemetry Improvements in the amount of \$27,560.00.”**

**Gordon M. Boggie**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458  
(561) 747-5700 FAX (561) 747-9929

CHANGE ORDER # 002

DATE: August 28, 2025

PROJECT NAME: Professional Engineering Services: Lift Station Remote Telemetry/N21003

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: Holtz Consulting Engineers, Inc.

THE FOLLOWING CHANGES: Additional compensation

JUSTIFICATION: During construction the project completion date has been delayed from March 31, 2025 to December 3, 2025. To provide additional professional engineering services through December 3, 2025 Holtz Consulting Engineer's requires additional compensation in the amount of \$27,560 as detailed in the attached.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$ 197,625.00

Current CONTRACT PRICE \$ 222,595.00

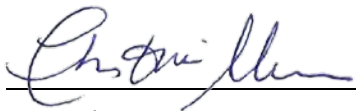
CONTRACT PRICE due to this Change Order  
will be *INCREASED/DECREASED* by: \$ 27,560.00

The New CONTRACT PRICE including  
this Change Order will be: \$ 250,155.00

CHANGE TO CONTRACT TIME:

Final Completion: December 3, 2025

APPROVED BY ENGINEER:



08/28/25

DATE

APPROVED BY OWNER:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

DATE

**AGREEMENT BETWEEN  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND  
HOLTZ CONSULTING ENGINEERS, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES  
LIFT STATION TELEMETRY IMPROVEMENTS  
ADDITIONAL SERVICES DURING CONSTRUCTION**

**WORK AUTHORIZATION: 2015-17**

**BACKGROUND**

This Agreement is for the performance of additional engineering services during construction by Holtz Consulting Engineers, Inc. (HCE) pursuant to the Continuing Contract for Professional Engineering Services between Loxahatchee River District (District) and HCE dated October 16, 2020, hereafter referred to as the Contract.

This project includes the improvements to install new cellular telemetry systems at approximately 111 unmonitored lift stations. The original contract completion date was May 29, 2024. There have been several change orders issued to date extending the contract completion date. The Contractor's most recent schedule provided shows a final completion date of December 3, 2025. This work authorization is for the additional engineering services during construction encumbered for the project due to the additional contract time.

**SCOPE OF WORK**

Specific tasks include the following:

**TASK 1 – ADDITIONAL ENGINEERING SERVICES DURING CONSTRUCTION**

During the construction phase of the Project, HCE will provide the following services:

1. Provide the Contractor and District with clarifications concerning questions about the project and respond to requests for information. Assist the District and Contractor towards resolution of all outstanding operational issues with the project.
2. Review quantities and payment application after review and approval by the field inspector and make the recommendations necessary for the approval or rejection of the Contractor's monthly payment applications.
3. Review contractor's claims and prepare change orders as necessary.
4. Verify that the work items identified on the punch lists prepared and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. The Engineer will ensure all final punch lists are satisfactorily completed prior to approval of the Contractor's Final Payment Request.

5. Submit the required information for the closing out of the permits.

### **DELIVERABLES**

<b>TASK</b>	<b>DELIVERABLE</b>	<b>QUANTITY</b>
Task 1 – Additional Engineering Services During Construction	Additional construction administration, correspondence, final punch list and closeout	Electronically Transmitted

### **TIME OF COMPLETION**

HCE shall complete the project as outlined below in the project schedule.

- Task 1 – Additional Engineering Services During Construction – to be completed by December 3, 2025.

### **SCHEDULE OF FEES**

Proposed labor costs for engineering services Lump Sum (LS) are tabulated below and detailed in Attachment A.

<b>TASK</b>	<b>ENGINEERING FEE</b>
Task 1 – Engineering Services During Construction	\$27,560.00
<b>TOTAL AMOUNT</b>	<b>\$27,560.00</b>

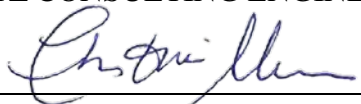
This Authorization is accepted, subject to the terms, conditions, and obligations of the aforementioned Contract.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington Ph.D., Executive Director

\_\_\_\_\_  
Date

HOLTZ CONSULTING ENGINEERS, INC.

By:   
Christine Miranda, PE, Vice President

8/28/25  
Date

Attachment A - LRD LS Telemetry Additional SDCs

		Principal	Project Manager	Project Engineer (PE)	Designer	Construction Inspector	Administrative Support	Subconsultant	Item Cost (Note Subconsultant fee is marked up 5%)		Task Cost
Rate		\$190	\$170	\$130	\$110	\$95	\$70	-			
Task	Item	Hours						Fees			
1. Engineering Services	Additional Construction Administration, Correspondence		18	90					\$14,760.00		\$27,560.00
During Construction	Final punchlist and closeout			40		80			\$12,800.00		
		0	18	130	0	80	0	Sub \$0.00 HCE \$27,560	Total Engineering Fee		\$27,560.00



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director  
DATE: September 18, 2025  
SUBJECT: Lift Station 082 Conversion: Professional Engineering Services – Change Order 003

This is a construction project to convert Lift Station 082, the last Davco can station, to a standard submersible lift station with capacity to repump the District service area east of the Intracoastal from Jupiter Inlet south through Juno Beach. The project will include demolition of the existing can, conversion of the wet pit to a wetwell, triplex configured submersible pumping system, electrical and controls and emergency standby generator with ATS.

To date two change orders have been processed for the professional engineering services contract. Since Change Order 002 additional delays have postponed completion of the contract to a projected October 10, 2025. To provide additional professional engineering services through the new projected completion date Holtz Consulting Engineers requires additional compensation as detailed below and in the attached.

Original Contract:	\$ 76,249.00	
Change Order 001:	\$ 14,000.00	Completion Date August 12, 2024
Change Order 002	\$ 59,050.00	Completion Date February 27, 2025
<b>Change Order 003:</b>	<b>\$ 12,880.00</b>	<b>Completion Date October 10, 2025</b>

**New Contract Price: \$162,179.00**

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 003 to Holtz Consulting Engineers, Inc. work authorization for Lift Station 082 conversion in the amount of \$12,880.00.”**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458  
(561) 747-5700 FAX (561) 747-9929

CHANGE ORDER 003

DATE: August 27, 2025

PROJECT NAME: Professional Engineering Services: Lift Station 082 Conversion

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: Holtz Consulting Engineering, Inc.

THE FOLLOWING CHANGES: Additional services during construction

IUSTIFICATION: Project delays has led to requiring additional funds to complete engineering services during construction through current final completion days

CHANGE TO CONTRACT PRICE:


Original CONTRACT PRICE: **\$ 76,249.00**

Current Contract Price including C.O.'s **\$ 149,299.00**

Contract Price due to this Change Order  
will be *INCREASED* by: **\$ 12,880.00**

The New Contract Price including  
this Change Order will be: **\$ 162,179.00**

CHANGE TO CONTRACT TIME: Services to be provided through final completion or October 10, 2025

APPROVED BY ENGINEER:  **8/27/25**  
DATE

APPROVED BY OWNER: \_\_\_\_\_  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE

**AGREEMENT BETWEEN  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND  
HOLTZ CONSULTING ENGINEERS, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES  
MASTER LIFT STATION #82 REHABILITATION  
ADDITIONAL SERVICES DURING CONSTRUCTION**

**WORK AUTHORIZATION: 2020-8**

**BACKGROUND**

This Agreement is for the performance of additional engineering services during construction by Holtz Consulting Engineers, Inc. (HCE) pursuant to the Continuing Contract for Professional Engineering Services between Loxahatchee River District (District) and HCE dated October 16, 2020, hereafter referred to as the Contract.

This project includes the improvements of the District's Master Lift Station #82 from a dry pit (dry can) lift station to a triplex submersible lift station that meets current District standards to increase efficiency of wastewater transfer to the treatment plant and reduce maintenance hazards and overall maintenance cost at the lift station.

The current contract completion date was July 25, 2025. This work authorization is for the additional engineering services during construction encumbered for the project due to the additional contract time. The following are remaining items to be completed for the project:

- Correspondence with the Contractor
- Attend lift station training with District staff
- Review and comment on record drawings
- Conduct substantial walkthrough and prepare punch list
- Conduct final walkthrough and verify that all items have been satisfactorily completed
- Processing of final pay request and all other close out paperwork

**SCOPE OF WORK**

Specific tasks include the following:

**TASK 1 – ADDITIONAL ENGINEERING SERVICES DURING CONSTRUCTION**

During the construction phase of the Project, HCE will provide the following services:

1. Review quantities and payment application after review and approval by the field inspector and make the recommendations necessary for the approval or rejection of the Contractor's monthly payment applications.

2. Review and comment on the Record Drawings submitted by the Contractor.
3. Review and comment on the Operation & Maintenance Manual submitted by the Contractor.
4. Verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The Engineer will inspect the completed work in a project walk-through and prepare a punch list of items remaining to be completed which will be attached to the certificate of substantial completion.
5. Verify that the work items identified on the punch list prepared under Item 9 above and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. The Engineer will ensure all final punch lists are satisfactorily completed prior to approval of the Contractor's Final Payment Request.

### **TIME OF COMPLETION**

HCE shall complete the project as outlined below in the project schedule.

- Task 1 – Additional Engineering Services During Construction – to be completed by October 10, 2025.

### **SCHEDULE OF FEES**

Proposed labor costs for engineering services Lump Sum (LS) are tabulated below and detailed in Attachment A.

<b>TASK</b>	<b>ENGINEERING FEE</b>
Task 1 – Engineering Services During Construction	\$12,880.00
<b>TOTAL AMOUNT</b>	<b>\$12,880.00</b>

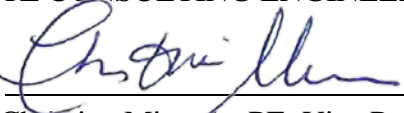
This Authorization is accepted, subject to the terms, conditions, and obligations of the aforementioned Contract.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington Ph.D., Executive Director

\_\_\_\_\_  
Date

HOLTZ CONSULTING ENGINEERS, INC.

By:   
Christine Miranda, PE, Vice President

8/27/25  
\_\_\_\_\_  
Date

Attachment A - Master Lift Station #82 Rehabilitation

		Principal	Project Manager	Project Engineer (PE)	Designer	Construction Inspector	Administrative Support	Subconsultant	Item Cost (Note Subconsultant fee is marked up 5%)		Task Cost
Rate		\$190	\$170	\$130	\$110	\$95	\$70	-			
Task	Item	Hours						Fees			
1. Engineering Services	Additional Construction Administration	20		60					\$11,600.00		\$12,880.00
During Construction	LS Training, Substantial Walkthrough, Final Walkthrough, Punchlists			4		8			\$1,280.00		
		20	0	64	0	8	0	Sub \$0.00 HCE \$12,880	Total Engineering Fee		\$12,880.00



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director  
Courtney Jones, P.E., Director of Engineering  
DATE: September 18, 2025  
SUBJECT: Lift Station No. 039 Electrical Work - ITB 24-006-00136 General Electrician Services Contract – Hinterland Group, Inc.

During the course of operating and maintaining our system, the District frequently has construction projects whose scope exceeds our abilities to address with the in-house construction crews. To address these projects in a timely and efficient manner, we use a general construction services contract.

As part of the capital project for rehabilitation of Lift Station No. 039 (3381 Bridgegate Dr), a new control panel will be installed and associated electrical conduit and wiring. Please refer to attached proposal.

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize Lift Station 039 Electrical Work under Hinterland Group, Inc.’s contract ITB #24-001-00136 in an amount not to exceed \$54,208.74 and a contingency of \$6,000.00.”**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458  
(561) 747-5700 FAX (561) 747-9929

CHANGE ORDER # 002

DATE: September 10, 2025

PROJECT NAME: ITB 24-001-00136 – General Electrician Services

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: Hinterland Group, Inc.

THE FOLLOWING CHANGES: Lift Station 039 Electrical Work associated with Lift Station 039 Rehabilitation including installation of a new control panel and associated electrical conduit and wiring.

JUSTIFICATION: See attached proposal

Original CONTRACT PRICE: **\$250,000.00**

Current Contract Price including C.O.'s **\$406,714.02**

Contract Price due to this Change Order  
will be DECREASED/**INCREASED** by: **\$60,208.74**

The New Contract Price including  
this Change Order will be: **\$466,922.76**

CHANGE TO CONTRACT TIME: **No Change**

APPROVED BY CONTRACTOR: \_\_\_\_\_  
DATE

APPROVED BY ENGINEER: \_\_\_\_\_  
DATE

APPROVED BY OWNER: \_\_\_\_\_  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE



Hinterland Group, Inc.  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404  
(561) 640-3503 - Phone

**ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)**

**Proposal # 24-0098-22**

**ADDRESS**

Loxahatchee River District  
Courtney Jones, PE  
[courtney.jones@lrecd.org](mailto:courtney.jones@lrecd.org)

**DATE: 9/9/2025**

**JOB NAME:** Lift Station 039 Electrical

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
<b>Labor Rates</b>				
Master Electrician	12	HR	\$463.50	\$5,562.00
Journeyman Electrician	40	HR	\$386.25	\$15,450.00
Apprentice/Electrician Helper	80	HR	\$324.45	\$25,956.00
Project Manager	2	HR	\$347.62	\$695.24
<b>Materials</b>				
City Electric Proposal	1	LS	\$2,030.29	\$2,030.29
Junction Box	1	LS	\$3,531.00	\$3,531.00
<b>15% Material Markup</b>	1	LS	\$834.19	\$834.19
<b>Permit</b>	1	LS	\$150.00	\$150.00
<b>TOTAL</b>				<b>\$ 54,208.72</b>

**Notes:**

- 1. Proposal based on contract #24-006-00136 General Electrician Services
- 2. Existing control panel, meter can and disconnect to be reused

**ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)**

Accepted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_



C.E.S. (Palm Beach Airport)  
2611 Mercer Ave Ste 1, West Palm Beach, FL,  
33401.

Phone: 561-834-2995  
Fax: 561-834-2996  
Email: palmbeachairport0732@cityelectricssupply.com

QUOTATION

PBA/003440

Valid From: 26 Aug 2025  
Valid Until: 25 Sep 2025

Page 1/1

**CITY ELECTRIC SUPPLY COMPANY**

HINTERLAND GROUP INC  
2051 WEST BLUE HERON BOULEVARD  
RIVIERA BEACH, FL  
33404  
Phone: 5616403503  
Fax: 5616403504

Entered by: Bo Kosack  
Sales Rep: Mike Carter

Account No.: 07320064001  
Order Number: 24-0098-22-LRD-LS  
039 ELECTRIC

Qty	Item	Description	\$ Price Per	\$ Goods
180	THHN-4-STR-BLK-CU	THHN-4-BLK-19STR-CU	1287.06 M	231.67
60	THHN-6-STR-BLK-CU	THHN-6-BLK-19STR-CU	841.07 M	50.46
20	PIPE PVC150SCH80	1-1/2" PVC SCH 80	120.78 C	24.16
2	EL90815	1-1/2" 90 SCH80 PE ELBOW	1401.74 C	28.03
10	ARC300	FB***3" ALUMINUM RIGID CONDUIT	1231.21 C	123.12
2	CPS3	078321 3" CAPS	1254.95 C	25.10
50	W200EHS610	Channel With Short Slots 12 Gauge 1-5/8	1669.92 C	834.96
10	RSC300S6	RIGID STRUT CLAMP 3" 316SS	1470.21 C	147.02
3	OZ-GEDNEY EYA200	2 In Horz/Vert Sealing Ftg	68.88 E	206.64
30	PIPE PVC200SCH80	2" PVC SCH 80	156.41 C	46.92
6	TA2	(078089)2" TERMINAL ADAPTER	122.47 C	7.35
9	WI LWH200	WP WATERTIGHT HUB 2"	1306.52 C	117.59
6	WI LWH150	WP WATERTIGHT HUB 1-1/2"	907.30 C	54.44

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Bo Kosack

(QUOTE ONLY. NOT A RECEIPT) Goods Total: \$1897.46  
Tax Total: \$132.83  
Total: \$2030.29

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.

E&OE



# C. C. CONTROL CORP.

5760 CORPORATE WAY, SUITE 100  
WEST PALM BEACH, FLORIDA 33407

PHONE: 561 293-3975  
FAX: 561 293-3976

**CUSTOMER:** THE HINTERLAND GROUP

**ATTN:** CHASE  
**PHONE:**

**PROJECT:** LIFT STATION TERMINAL JUNCTION BOX  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

**DATE:** 8/26/2025 UPDATED

DESCRIPTION	QUAN	TOTAL PAGES 2
C. C. CONTROL CORP. PROPOSES TO FURNISH THE FOLLOWING COMPLETE WITH EXCEPTIONS AS LISTED:		
EXCEPTIONS:		
A) QUOTE DOES NOT INCLUDE ANY CONDUIT SYSTEM OR SEAL OFF'S.		
B) QUOTE DOES NOT INCLUDE ANY EXTERNAL WIRES OR CABLES.		
C) QUOTE DOES NOT INCLUDE ANY DEMOLITION OR INSTALLATION.		
D) QUOTE DOES NOT INCLUDE ANY FIELD TERMINATIONS.		
E) QUOTE DOES NOT INCLUDE ANY NEMA 7 EXPLOSION PROOF BOXES.		
F) QUOTE DOES NOT INCLUDE ANY INTRINSIC SAFETY BARRIERS.		
ITEM NO.1		
<b><u>PUMP AND CONTROL JUNCTION BOX</u></b>		
SCHAEFER'S SPN4SS-12308 NEMA 4X 304 S.S. ENCLOSURE WITH THE FOLLOWING:	1	
A) SIZE: 12"H X 30"W X 8"D		
B) S.S. DOOR CLAMPS		
C) SUBPANEL: SPP-3012	1	
D) FINISH: POLISHED		
SQD 9080 LBA362101 3P POWER SPLICER BLOCK	2	
SQD 9080 LBA162101 1P POWER SPLICER BLOCK	2	
PHOENIX CONTACT 3044102 UT4 TERMINAL BLOCK	20	
PHOENIX CONTACT 3047028 D-UT TERMINAL BLOCK END COVER	1	
PHOENIX CONTACT 1201442 END CLAMPS	2	
PANDUIT UGB-IN-SO STANDOFF KIT	1	
PANDUIT UGB2/0-414-6 GROUND BAR KIT	1	
PANDUIT CLMAR-2/0-14-Q LUG	1	
PANDUIT CB70-14-CY LUG	1	
NAMEPLATE	LOT	
ITEM NO.2		
<b><u>SERVICE SUMMARY</u></b>		
ENGINEERING	LOT	
SUBMITTALS	LOT	

## SUMMARY

ITEMS NO.1 AND NO.2

**TOTAL: \$3,300.00 EACH PLUS TAX**

**EXPIRATION** 30 DAYS  
**SUBMITTALS** 2-4 WEEKS\*  
AFTER RECEIPT OF PURCHASE ORDER

**FREIGHT:** INCLUDED  
**FOB:** JOB SITE OR OTHER SPECIFIED LOCATION  
**DELIVERY:** 8-10 WEEKS\*  
AFTER APPROVED DRAWINGS  
**\* NOTE:** DUE TO SUPPLY CHAIN ISSUES, LEAD TIMES ARE APROXIMATE AND SUBJECT TO CHANGE  
**TERMS:** NET 30 DAYS  
(SUBJECT TO CREDIT APPROVAL)

**WARRANTY:** ALL WARRANTIES SHALL EXPIRE ONE (1) YEAR FROM DATE OF START-UP  
FROM SELLER TO BUYER UNLESS SPECIALLY INDICATED OTHERWISE AND  
WILL BE NULL AND VOID UNLESS MATERIALS ARE STORED UNDER PROPER  
CONDITIONS DETERMINED BY C.C. CONTROL CORP.

JOHN C. STOCK



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

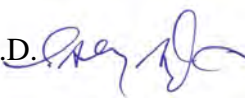
TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: SEPTEMBER 11, 2025  
SUBJECT: FISCAL YEAR 2026 – BUDGET APPROVAL

This month we seek your approval of the final draft Fiscal Year 2026 (FY26) Budget, which is provided following this memo. Following this page, you will find the budget resolution, a high-level budget summary, and the complete draft budget.

We will hold a Public Hearing at 6:56 pm on Thursday, September 18, 2025 (prior to the regular Board Meeting) during which members of the public may provide comment on the proposed budget. During the regular Board Meeting, following the Public Hearing, you will be asked to vote on Resolution Number 2025-12, which is attached following this page and included within the proposed FY2026 Budget. Approval of Resolution No. 2025-12 will result in adoption of the Fiscal Year 2026 Budget.

The proposed Budget includes the following [% increase from FY2025]:

\$22,164,193	Operating Expenses	[3.28% increase]
\$ 2,805,000	Capital Improvements	[-7.61% decrease]
<u>\$12,837,000</u>	<u>Renewal &amp; Replacement</u>	<u>[29.91% increase]</u>
\$37,806,193	Total	[9.97% increase]

There are three notable changes relative to the draft budget presented last month:

1. Operating expenses decreased by \$45,490 due predominantly to savings realized in our general insurance (property and liability), which resulted in our Operating Expenses declining to a 3.28% increase (from a 3.5% increase anticipated last month).
2. We increased our Capital Improvements budget category by \$580,400. This increase is due to carryover of FY2025 funds for these ongoing projects: lift station telemetry, Lift Station 50 emergency generator, IT disaster recovery.
3. We increased our Renewal & Replacement budget category by \$1,844,409. This increase is driven by moving unspent funds from FY2025 to FY2026 for these projects: County Line Road utility relocation, rehab of headworks, A structure, and B structure, remediation of 20 Acres, Loxahatchee River subaqueous crossing, and Jupiter Park Drive Site Improvements – Phase 1.

I am pleased with this budget as it balances fiscal conservatism with systematic, proactive efforts to achieve our mission (*protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship*).

I am pleased to recommend the following motion for your consideration:

**"THAT THE GOVERNING BOARD approve Resolution 2025-12 adopting the Loxahatchee River Environmental Control District's annual budget for the 2026 Fiscal Year." .**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Resolution No. 2025-12

WHEREAS, under the provisions of Section 189.016, Florida Statutes, the proposed annual budget for the Loxahatchee River Environmental Control District has been submitted this 18<sup>th</sup> day of September, 2025.

WHEREAS, under the provisions of Section 189.015, Florida Statutes, a public hearing on the proposed budget has been held and notice thereof having been published in one issue of the Palm Beach Post, a newspaper of general circulation in the District, more than five days before such hearing; and

WHEREAS, all necessary changes have been made as to revenue estimates and expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the budget for fiscal year ending September 30, 2026, a copy of which is hereto attached and made a part of this resolution as fully as if set forth verbatim herein, is hereby approved and adopted:

REVENUES

Operating Revenue	\$ 22,801,766
Capital Revenue	1,604,000
Nonoperating Revenue	2,046,060
Carryforward of Surplus from Prior Years	11,354,367
TOTAL REVENUES	<u>\$ 37,806,193</u>

EXPENSES

Operating Expenses	\$ 22,164,193
Capital Improvements	2,805,000
Renewal and Replacement	12,837,000
TOTAL EXPENSES	<u>\$ 37,806,193</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 18<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Gordon M. Boggie, Chairman

Vote: \_\_\_\_\_

\_\_\_\_\_  
Kevin Baker, Vice Chairman

Vote: \_\_\_\_\_

\_\_\_\_\_  
Dr. Matt Rostock, Treasurer

Vote: \_\_\_\_\_

\_\_\_\_\_  
Stephen B. Rockoff, Secretary

Vote: \_\_\_\_\_

\_\_\_\_\_  
Vacant, Assistant Secretary/Treasurer

Vote: \_\_\_\_\_

**ANNUAL OPERATING AND CAPITAL BUDGET**

**LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT**

**d/b/a  
LOXAHATCHEE RIVER DISTRICT**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2026**

**Prepared by the  
Finance Department**

**Kara Fraraccio, CPA**



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### **Organizational Information**

---

#### **Governing Board**

Representing the voice of a community dedicated to preserving the Loxahatchee River, the Loxahatchee River District is guided by a publicly elected, five-member Governing Board. Elected in staggered terms of four years, they bring to the District their expertise in environmental issues, engineering and planning. A board member must be a resident of the Governing Board area in which he or she is elected. The Governing Board holds its public meetings generally once per month.

Gordon Boggie \_\_\_\_\_ Chairman  
Area #1

Kevin L. Baker \_\_\_\_\_ Vice-Chairman  
Area #4

Dr. Matt H. Rostock \_\_\_\_\_ Treasurer  
Area #3

Stephen B. Rockoff \_\_\_\_\_ Secretary  
Area #5

Open \_\_\_\_\_ Assistant Secretary/Treasurer  
Area #2

#### **Senior Management Team**

D. Albrey Arrington, Ph.D. \_\_\_\_\_ Executive Director

Kris Dean, PE \_\_\_\_\_ Deputy Executive Director

Courtney Jones, PE \_\_\_\_\_ Director of Engineering

Kara D. Fraraccio, CPA \_\_\_\_\_ Director of Finance and Administration

Kenneth Howard \_\_\_\_\_ Director of Information Services

Jason A. Pugsley, PE \_\_\_\_\_ Plant Manager



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Mission, Vision, and Core Values

---

#### Mission

We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.

#### Vision

Inspiring and achieving a healthy environment.

#### Core Values

**Spirit of Service to our Community and the Environment** We willingly work with a sense of diligence and devotion because we understand the importance of our work.

**Integrity** Our actions are intentionally honest and morally upright.

**Innovation** We actively seek better ways to do things and embrace the possibility of new ideas and novel approaches.

**Positive Attitude** We bring a positive frame of mind to each challenge, task, or appointment.

**Respect for Others** We regard others as equals, and we treat others as we would like to be treated.

**Positive Work Environment** We encourage and support our colleagues, and we promote an open, constructive dialogue to identify solutions.

**Lean** We seek to be effective and efficient in all we do. We value nimble and streamlined processes and seek to minimize bureaucracy. We share our ideas to fuel improvement.

**Collaboration** Our greatest successes come when we work as a team. We eagerly collaborate with colleagues throughout the District, sister governments, and others to advance our mission.

**Safety** Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.

Resolution No. 2025-12

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WHEREAS, under the provisions of Section 189.015, Florida Statutes, a public hearing on the proposed budget has been held and notice thereof having been published in one issue of the Palm Beach Post, a newspaper of general circulation in the District, more than five days before such hearing; and

WHEREAS, all necessary changes have been made as to revenue estimates and expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the budget for fiscal year ending September 30, 2026, a copy of which is hereto attached and made a part of this resolution as fully as if set forth verbatim herein, is hereby approved and adopted:

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TOTAL REVENUES	<u>\$ 37,806,193</u>

EXPENSES

Operating Expenses	\$ 22,164,193
Capital Improvements	2,805,000
Renewal and Replacement	12,837,000
TOTAL EXPENSES	<u>\$ 37,806,193</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 18<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Gordon M. Boggie, Chairman

Vote: \_\_\_\_\_

\_\_\_\_\_  
Kevin Baker, Vice Chairman

Vote: \_\_\_\_\_

\_\_\_\_\_  
Dr. Matt Rostock, Treasurer

Vote: \_\_\_\_\_

\_\_\_\_\_  
Stephen B. Rockoff, Secretary

Vote: \_\_\_\_\_

\_\_\_\_\_  
Vacant, Assistant Secretary/Treasurer

Vote: \_\_\_\_\_



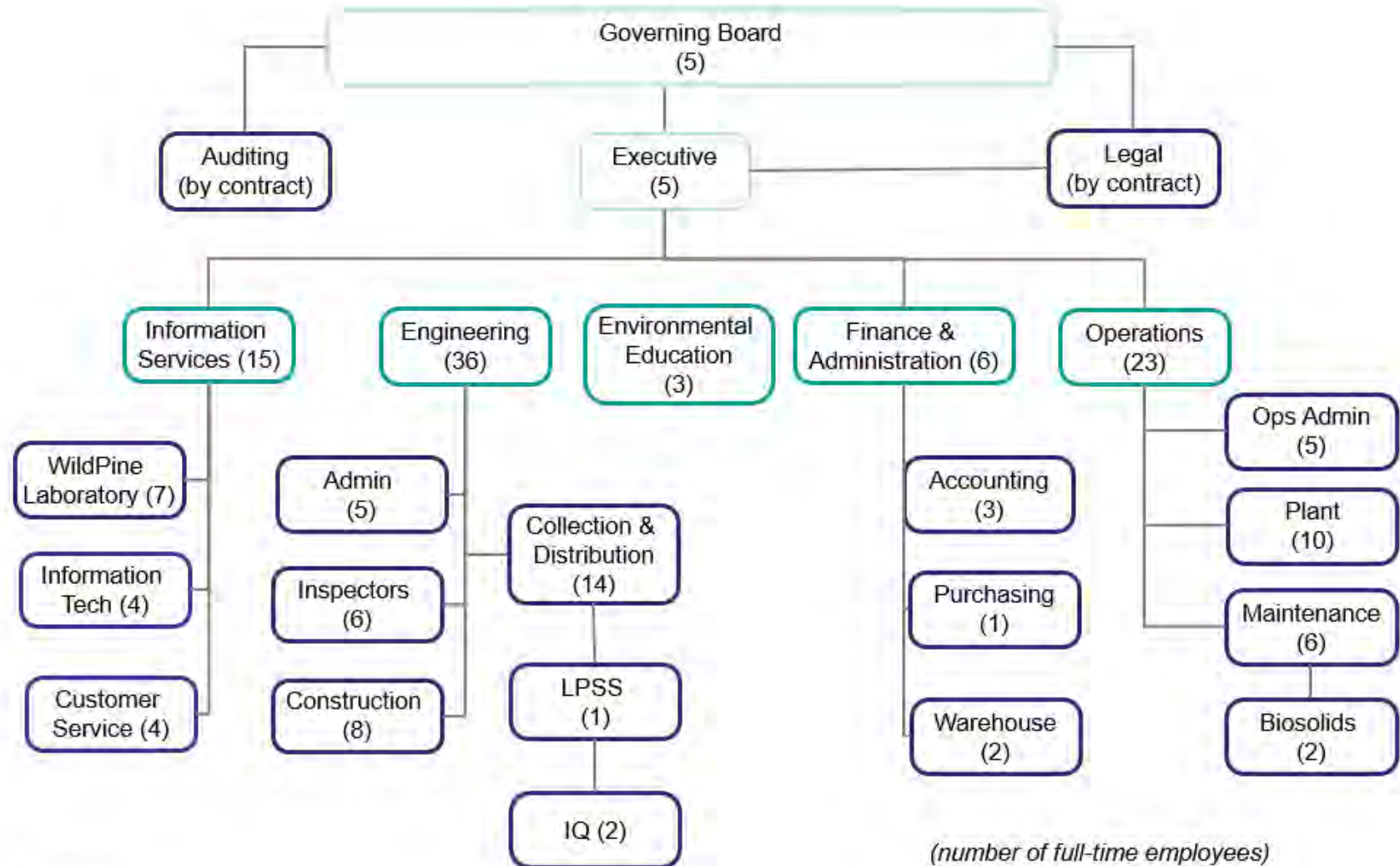
# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Budgeted Sources and Uses

	2024 Actual	2025 Budget	2026 Budget	\$ Change	% Change
<b>Sources of Funds</b>					
<i><b>Operating Revenues</b></i>					
Regional Sewer Service	\$ 18,693,249	\$ 19,029,455	\$ 19,668,000	\$ 638,545	3.36%
IQ Water Charges	2,419,707	2,500,000	2,506,000	6,000	0.24%
Standby Sewer Service	122,697	100,000	113,000	13,000	13.00%
Administration and Engineering Fees	40,363	50,000	51,000	1,000	2.00%
Other Revenue	488,959	500,000	463,766	(36,234)	-7.25%
<b>Subtotal Operating Revenues</b>	<b>21,764,975</b>	<b>22,179,455</b>	<b>22,801,766</b>	<b>622,311</b>	<b>2.81%</b>
<i><b>Capital Revenues</b></i>					
Line Charges	281,949	400,000	250,000	(150,000)	-37.50%
Assessments	1,125,793	1,068,000	887,000	(181,000)	-16.95%
Plant Charges	399,892	600,000	467,000	(133,000)	-22.17%
Capital Contributions	52,982	-	-	-	0.00%
<b>Subtotal Capital Revenues</b>	<b>1,860,616</b>	<b>2,068,000</b>	<b>1,604,000</b>	<b>(464,000)</b>	<b>-22.44%</b>
<i><b>Other Revenues</b></i>					
Grant Income	-	200,000	42,360	(157,640)	-78.82%
Interest Income	2,606,435	2,242,100	2,003,700	(238,400)	-10.63%
Carryforward of Surplus from Prior Years	2,009,323	7,687,638	11,354,367	3,666,729	47.70%
<b>Subtotal Other Revenues</b>	<b>4,615,758</b>	<b>10,129,738</b>	<b>13,400,427</b>	<b>3,270,689</b>	<b>32.29%</b>
<b>Total Sources of Funds</b>	<b>\$ 28,241,349</b>	<b>\$ 34,377,193</b>	<b>\$ 37,806,193</b>	<b>\$ 3,429,000</b>	<b>9.97%</b>
<b>Uses of Funds</b>					
<i><b>Operating Expenses (by category)</b></i>					
Salaries and Wages	\$ 7,542,782	\$ 8,457,300	\$ 8,798,100	\$ 340,800	4.03%
Payroll Taxes	546,555	600,800	620,600	19,800	3.30%
Retirement Contributions	1,136,970	1,258,300	1,297,600	39,300	3.12%
Employee Health Insurance	1,565,485	1,891,200	1,972,200	81,000	4.28%
Workers' Comp Insurance	65,576	64,500	66,500	2,000	3.10%
General Insurance	492,629	570,250	491,910	(78,340)	-13.74%
Supplies and Expenses	1,140,167	1,234,920	1,243,844	8,924	0.72%
Utilities	1,594,647	1,816,020	1,882,940	66,920	3.68%
Chemicals	527,490	474,000	274,000	(200,000)	-42.19%
Repairs and Maintenance	2,173,123	2,491,980	2,794,694	302,714	12.15%
Outside Services	1,739,560	2,375,281	2,496,805	121,524	5.12%
Contingency	-	225,000	225,000	-	0.00%
<b>Subtotal Operating Expenses</b>	<b>18,524,984</b>	<b>21,459,551</b>	<b>22,164,193</b>	<b>704,642</b>	<b>3.28%</b>
<i><b>Capital</b></i>					
Capital Improvements	2,831,303	3,036,000	2,805,000	(231,000)	-7.61%
Renewal and Replacement	6,885,062	9,881,642	12,837,000	2,955,358	29.91%
<b>Subtotal Capital</b>	<b>9,716,365</b>	<b>12,917,642</b>	<b>15,642,000</b>	<b>2,724,358</b>	<b>21.09%</b>
<b>Total Uses of Funds</b>	<b>\$ 28,241,349</b>	<b>\$ 34,377,193</b>	<b>\$ 37,806,193</b>	<b>\$ 3,429,000</b>	<b>9.97%</b>

# **Loxahatchee River District Organization Chart Fiscal Year 2026**



*(number of full-time employees)  
Total full-time employees = 88*

2025-10-01



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Executive Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
511000	Special Pay - Governing Board	\$ 6,497	\$ 6,500	\$ 6,500	0.00%
512000	Salaries and Wages	706,236	753,400	777,000	3.13%
514000	Overtime	-	1,000	1,000	0.00%
521000	Payroll Taxes	45,498	41,000	41,700	1.71%
522000	Retirement Contributions	114,198	122,200	119,700	-2.05%
523000	Life, Health, and Dental Insurance	160,745	146,900	142,900	-2.72%
524000	Workers Compensation Insurance	692	700	1,600	128.57%
<b>Subtotal</b>		<u>\$ 1,033,866</u>	<u>\$ 1,071,700</u>	<u>\$ 1,090,400</u>	<u>1.74%</u>
<b>Operating Expenses</b>					
534000	Other Contractual Services	\$ 11,861	\$ 26,000	\$ 50,000	92.31%
540000	Travel and Per Diem	16,532	16,200	16,200	0.00%
541000	Communications	20,911	9,600	13,320	38.75%
542000	Freight and Postage	4,853	10,000	10,000	0.00%
543000	Utility Services	-	1,000	1,000	0.00%
544000	Rentals and Leases	-	1,500	1,500	0.00%
545000	Insurance	39,090	42,700	43,960	2.95%
546000	Repair and Maintenance - General	32,164	21,000	19,195	-8.60%
546100	Repair and Maintenance - Vehicles	222	1,000	1,000	0.00%
546200	Repair and Maintenance - Equipment	596	1,200	-	-100.00%
546300	Repair and Maintenance - Structures and Grounds	22	-	-	0.00%
551000	Office Supplies	3,334	5,000	5,000	0.00%
552000	Operating Supplies	56,546	38,000	38,000	0.00%
552200	Fuel, Diesel, Oil	4,187	3,250	3,250	0.00%
552300	Fuel, Diesel, Oil - Generators	643	-	-	0.00%
552800	Safety Supplies	2,570	-	-	0.00%
554000	Books, Publications, Memberships, and Subscriptions	14,572	29,090	22,745	-21.81%
555000	Training and Education	3,853	7,625	7,625	0.00%
<b>Subtotal</b>		<u>\$ 211,956</u>	<u>\$ 213,165</u>	<u>\$ 232,795</u>	<u>9.21%</u>
<b>Capital Outlay</b>					
		<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
<b>Total</b>		<u><u>\$ 1,245,822</u></u>	<u><u>\$ 1,284,865</u></u>	<u><u>\$ 1,323,195</u></u>	<u><u>2.98%</u></u>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Executive Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Executive Director	1.0	1.0	1.0	
Deputy Executive Director	1.0	1.0	1.0	
Executive Secretary	1.0	1.0	1.0	
Human Resource Generalist	1.0	1.0	1.0	
Safety Officer	1.0	1.0	1.0	
<b>Total</b>	<b>5.0</b>	<b>5.0</b>	<b>5.0</b>	



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Professional Services Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<i>Operating Expenses</i>					
531100	Engineering	\$ -	\$ 10,000	\$ 10,000	0.00%
531300	Legal Expense - Non-Litigation	67,898	65,000	55,000	-15.38%
531400	Legal Expense - Litigation	5,215	25,000	5,000	-80.00%
531500	Legal Expense - Collection	74,257	5,000	35,000	600.00%
531600	Pension Advisor	20,944	24,500	26,500	8.16%
531700	Human Resource Law	8,150	9,000	9,000	0.00%
531800	Investment Advisor	2,637	2,000	2,000	0.00%
532100	Audit Services	40,105	44,250	45,500	2.82%
<b>Total</b>		<b>\$ 219,206</b>	<b>\$ 184,750</b>	<b>\$ 188,000</b>	<b>1.76%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Finance Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 556,401	\$ 591,100	\$ 626,800	6.04%
514000	Overtime	1,697	5,000	5,000	0.00%
521000	Payroll Taxes	40,883	42,900	44,900	4.66%
522000	Retirement Contributions	90,796	97,200	102,900	5.86%
523000	Life, Health, and Dental Insurance	111,915	114,500	124,000	8.30%
524000	Workers Compensation Insurance	2,249	2,200	2,300	4.55%
<b>Subtotal</b>		<b>\$ 803,941</b>	<b>\$ 852,900</b>	<b>\$ 905,900</b>	<b>6.21%</b>
<b>Operating Expenses</b>					
534000	Other Contractual Services	\$ 28,143	\$ 31,700	\$ 37,320	17.73%
541000	Communications	2,199	4,300	4,300	0.00%
546000	Repair and Maintenance - General	4,573	8,700	8,912	2.44%
549500	Tax Collector Fees and Discounts	52,494	58,500	58,500	0.00%
551000	Office Supplies	-	1,000	1,000	0.00%
552000	Operating Supplies	9,132	13,150	13,150	0.00%
552200	Fuel, Diesel, Oil	411	-	-	0.00%
552600	Shrinkage	(4,811)	-	-	0.00%
552800	Safety Supplies	150	-	-	0.00%
554000	Books, Publications, Memberships, and Subscriptions	9,045	10,540	10,880	3.23%
555000	Training and Education	971	3,090	3,090	0.00%
<b>Subtotal</b>		<b>\$ 102,307</b>	<b>\$ 130,980</b>	<b>\$ 137,152</b>	<b>4.71%</b>
<b>Capital Outlay</b>					
620000	Buildings	\$ -	\$ 125,000	\$ -	-100.00%
<b>Subtotal</b>		<b>\$ -</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>-100.00%</b>
<b>Total</b>		<b>\$ 906,248</b>	<b>\$ 1,108,880</b>	<b>\$ 1,043,052</b>	<b>-5.94%</b>

### Finance Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Director of Finance and Administration	1.0	1.0	1.0	
Accountant II	1.0	1.0	1.0	
Accountant I	1.0	1.0	1.0	
Purchasing Agent	1.0	1.0	1.0	
Warehouse Coordinator	2.0	2.0	2.0	
<b>Total</b>	<b>6.0</b>	<b>6.0</b>	<b>6.0</b>	



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Public Education Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 205,456	\$ 217,800	\$ 233,900	7.39%
513000	Other Salaries and Wages	69,567	129,000	123,000	-4.65%
514000	Overtime	5,641	10,000	10,000	0.00%
521000	Payroll Taxes	20,552	26,700	27,500	3.00%
522000	Retirement Contributions	34,458	37,400	40,000	6.95%
523000	Life, Health, and Dental Insurance	50,756	55,000	59,600	8.36%
524000	Workers Compensation Insurance	260	300	200	-33.33%
<b>Subtotal</b>		<b>\$ 386,690</b>	<b>\$ 476,200</b>	<b>\$ 494,200</b>	<b>3.78%</b>
<b>Operating Expenses</b>					
531000	Professional Services	\$ 4,244	\$ 43,250	\$ 43,250	0.00%
534000	Other Contractual Services	14,546	14,080	22,935	62.89%
540000	Travel and Per Diem	28	-	-	0.00%
541000	Communications	1,374	4,800	4,800	0.00%
543000	Utility Services	30,429	35,000	35,000	0.00%
545000	Insurance	3,045	5,450	3,150	-42.20%
546000	Repair and Maintenance - General	52,868	55,500	54,180	-2.38%
546100	Repair and Maintenance - Vehicles	670	3,000	3,000	0.00%
546300	Repair and Maintenance - Structures and Grounds	5,931	7,000	7,500	7.14%
547000	Printing and Publications	665	600	900	50.00%
552000	Operating Supplies	108,371	90,600	95,940	5.89%
552200	Fuel, Diesel, Oil	688	750	900	20.00%
552500	Gift Shop	-	200	200	0.00%
552800	Safety Supplies	741	-	300	100.00%
554000	Books, Publications, Memberships, and Subscriptions	4,459	10,200	9,584	-6.04%
555000	Training and Education	5,222	4,525	4,925	8.84%
<b>Subtotal</b>		<b>\$ 233,281</b>	<b>\$ 274,955</b>	<b>\$ 286,564</b>	<b>4.22%</b>
<b>Capital Outlay</b>					
610000	Land	\$ 79,680	\$ 125,000	\$ -	-100.00%
620000	Buildings	65,830	-	-	0.00%
630000	Improvements Other than Buildings	37,873	-	-	0.00%
640000	Machinery and Equipment	-	-	-	0.00%
641000	Vehicles	-	70,000	-	-100.00%
650000	Construction in Progress	-	150,000	-	-100.00%
<b>Subtotal</b>		<b>\$ 183,383</b>	<b>\$ 345,000</b>	<b>\$ -</b>	<b>-100.00%</b>
<b>Total</b>		<b>\$ 803,354</b>	<b>\$ 1,096,155</b>	<b>\$ 780,764</b>	<b>-28.77%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Public Education Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Environmental Education Manager	1.0	1.0	1.0	
Environmental Education Coordinator	1.0	1.0	1.0	
Nature Education and Animal Care	1.0	1.0	1.0	
<b>Total</b>	<b>3.0</b>	<b>3.0</b>	<b>3.0</b>	



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### WildPine Lab Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 710,937	\$ 744,600	\$ 789,100	5.98%
513000	Other Salaries and Wages	13,714	24,000	24,000	0.00%
514000	Overtime	12,808	13,000	13,000	0.00%
521000	Payroll Taxes	55,095	55,500	58,500	5.41%
522000	Retirement Contributions	103,428	123,400	130,500	5.75%
523000	Life, Health, and Dental Insurance	112,164	121,300	131,400	8.33%
524000	Workers Compensation Insurance	7,354	6,000	6,200	3.33%
<b>Subtotal</b>		<b>\$ 1,015,500</b>	<b>\$ 1,087,800</b>	<b>\$ 1,152,700</b>	<b>5.97%</b>
<b>Operating Expenses</b>					
531000	Professional Services	\$ 58,614	\$ 55,000	\$ 48,800	-11.27%
534000	Other Contractual Services	7,058	5,000	9,700	94.00%
541000	Communications	2,207	3,600	3,600	0.00%
542000	Freight and Postage	12	-	-	0.00%
545000	Insurance	3,807	4,100	1,800	-56.10%
546000	Repair and Maintenance - General	7,479	6,750	7,850	16.30%
546100	Repair and Maintenance - Vehicles	6,015	13,000	13,000	0.00%
546200	Repair and Maintenance - Equipment	41,100	28,030	32,030	14.27%
546300	Repair and Maintenance - Structures and Grounds	690	-	-	0.00%
551000	Office Supplies	129	-	-	0.00%
552000	Operating Supplies	88,739	75,000	75,000	0.00%
552200	Fuel, Diesel, Oil	1,975	3,000	3,000	0.00%
552800	Safety Supplies	195	-	-	0.00%
554000	Books, Publications, Memberships, and Subscriptions	6,494	5,500	6,220	13.09%
555000	Training and Education	3,740	2,000	2,000	0.00%
<b>Subtotal</b>		<b>\$ 228,254</b>	<b>\$ 200,980</b>	<b>\$ 203,000</b>	<b>1.01%</b>
<b>Capital Outlay</b>					
640000	Machinery and Equipment	\$ 17,564	\$ 10,000	\$ 87,000	770.00%
641000	Vehicles		65,000		-100.00%
<b>Subtotal</b>		<b>\$ 17,564</b>	<b>\$ 75,000</b>	<b>\$ 87,000</b>	<b>16.00%</b>
<b>Total</b>		<b>\$ 1,261,318</b>	<b>\$ 1,363,780</b>	<b>\$ 1,442,700</b>	<b>5.79%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### WildPine Lab Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Director of Information Services	1.0	1.0	1.0	
Lab Manager	1.0	1.0	1.0	
Senior Scientist	1.0	1.0	1.0	
Lab Technician II	3.0	3.0	3.0	
Lab Technician I	1.0	1.0	1.0	
<b>Total</b>	<b>7.0</b>	<b>7.0</b>	<b>7.0</b>	



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Customer Service Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 227,501	\$ 245,900	\$ 256,800	4.43%
514000	Overtime	586	1,000	1,000	0.00%
521000	Payroll Taxes	16,260	18,200	19,000	4.40%
522000	Retirement Contributions	35,643	40,700	37,300	-8.35%
523000	Life, Health, and Dental Insurance	57,610	66,000	75,200	13.94%
524000	Workers Compensation Insurance	260	300	200	-33.33%
<b>Subtotal</b>		<b>\$ 337,860</b>	<b>\$ 372,100</b>	<b>\$ 389,500</b>	<b>4.68%</b>
<b>Operating Expenses</b>					
534000	Other Contractual Services	\$ 145,864	\$ 167,000	\$ 168,000	0.60%
540000	Travel and Per Diem	224	-	-	0.00%
541000	Communications	-	2,000	2,000	0.00%
542000	Freight and Postage	77,376	84,000	93,000	10.71%
546000	Repair and Maintenance - General	8,837	8,800	8,912	1.27%
551000	Office Supplies	-	-	-	0.00%
552000	Operating Supplies	3,808	3,000	3,000	0.00%
552700	Bad Debt Expense	26,939	-	-	0.00%
552800	Safety Supplies	99	-	-	0.00%
554000	Books, Publications, Memberships, and Subscriptions	4,465	25,700	26,200	1.95%
555000	Training and Education	448	-	-	0.00%
<b>Subtotal</b>		<b>\$ 268,060</b>	<b>\$ 290,500</b>	<b>\$ 301,112</b>	<b>3.65%</b>
<b>Capital Outlay</b>					
630000	Improvements Other than Buildings	\$ 21,900	\$ -	\$ -	0.00%
640000	Machinery and Equipment	-	-	-	0.00%
<b>Subtotal</b>		<b>\$ 21,900</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Total</b>		<b>\$ 627,820</b>	<b>\$ 662,600</b>	<b>\$ 690,612</b>	<b>4.23%</b>

### Customer Service Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Customer Service Coordinator	1.0	1.0	1.0	
Customer Service Rep II	1.0	1.0	2.0	1.0
Customer Service Rep I	2.0	2.0	1.0	(1.0)
<b>Total</b>	<b>4.0</b>	<b>4.0</b>	<b>4.0</b>	



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Information Technology Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 252,960	\$ 359,200	\$ 301,300	-16.12%
514000	Overtime	-	500	500	0.00%
521000	Payroll Taxes	18,048	26,200	21,300	-18.70%
522000	Retirement Contributions	41,373	44,600	49,200	10.31%
523000	Life, Health, and Dental Insurance	79,860	121,900	98,500	-19.20%
524000	Workers Compensation Insurance	260	400	300	-25.00%
<b>Subtotal</b>		<b>\$ 392,501</b>	<b>\$ 552,800</b>	<b>\$ 471,100</b>	<b>-14.78%</b>
<b>Operating Expenses</b>					
531000	Professional Services	\$ 33,072	\$ 70,000	\$ 70,000	0.00%
534000	Other Contractual Services	927	1,500	1,500	0.00%
540000	Travel and Per Diem	-	-	-	0.00%
541000	Communications	4,149	13,620	13,620	0.00%
546000	Repair and Maintenance - General	21,177	21,600	28,800	33.33%
546300	Repair and Maintenance - Structures and Grounds	90	-	-	0.00%
552000	Operating Supplies	25,636	39,000	39,000	0.00%
552800	Safety Supplies	532	-	-	0.00%
554000	Books, Publications, Memberships, and Subscriptions	17,493	46,550	29,975	-35.61%
555000	Training and Education	1,746	5,000	5,000	0.00%
<b>Subtotal</b>		<b>\$ 104,822</b>	<b>\$ 197,270</b>	<b>\$ 187,895</b>	<b>-4.75%</b>
<b>Capital Outlay</b>					
640000	Machinery and Equipment	\$ 270,192	\$ 357,000	\$ 40,000	-88.80%
650000	Construction in Progress	-	-	625,000	100.00%
<b>Subtotal</b>		<b>\$ 270,192</b>	<b>\$ 357,000</b>	<b>\$ 665,000</b>	<b>86.27%</b>
<b>Total</b>		<b>\$ 767,515</b>	<b>\$ 1,107,070</b>	<b>\$ 1,323,995</b>	<b>19.59%</b>

### Information Technology Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
IT Manager	1.0	1.0	1.0	
GIS Application Administrator	1.0	1.0	1.0	
Applications Support Administrator	1.0	1.0	1.0	
IT Help Desk Support Tech	1.0	1.0	1.0	
<b>Total</b>	<b>4.0</b>	<b>4.0</b>	<b>4.0</b>	



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Engineering and Inspection Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 890,909	\$ 1,007,600	\$ 1,100,400	9.21%
513000	Other Salaries and Wages	9,880	10,000	10,000	0.00%
514000	Overtime	11,063	37,500	37,500	0.00%
521000	Payroll Taxes	66,678	77,100	82,400	6.87%
522000	Retirement Contributions	145,528	158,000	185,400	17.34%
523000	Life, Health, and Dental Insurance	224,977	261,200	283,400	8.50%
524000	Workers Compensation Insurance	8,478	8,200	7,700	-6.10%
<b>Subtotal</b>		<b>\$ 1,357,513</b>	<b>\$ 1,559,600</b>	<b>\$ 1,706,800</b>	<b>9.44%</b>
<b>Operating Expenses</b>					
540000	Travel and Per Diem	\$ -	\$ 2,000	\$ 2,000	0.00%
541000	Communications	9,890	12,500	12,500	0.00%
546000	Repair and Maintenance - General	10,210	15,500	15,783	1.83%
546100	Repair and Maintenance - Vehicles	14,192	20,000	20,000	0.00%
546200	Repair and Maintenance - Equipment	3,008	5,000	5,000	0.00%
546700	Repair and Maintenance - MOT Traffic Maintenance	-	1,250	1,250	0.00%
551000	Office Supplies	129	1,000	1,000	0.00%
552000	Operating Supplies	34,981	30,600	35,000	14.38%
552200	Fuel, Diesel, Oil	20,210	20,000	20,000	0.00%
552800	Safety Supplies	1,856	1,000	1,500	50.00%
554000	Books, Publications, Memberships, and Subscriptions	6,808	9,100	9,380	3.08%
555000	Training and Education	3,641	4,500	5,000	11.11%
<b>Subtotal</b>		<b>\$ 104,925</b>	<b>\$ 122,450</b>	<b>\$ 128,413</b>	<b>4.87%</b>
<b>Capital Outlay</b>					
620000	Buildings	\$ 618	\$ 115,000	\$ -	-100.00%
640000	Machinery and Equipment	-	-	55,000	100.00%
641000	Vehicles	-	124,642	-	-100.00%
650000	Construction in Progress	1,661	5,000	-	-100.00%
<b>Subtotal</b>		<b>\$ 2,279</b>	<b>\$ 244,642</b>	<b>\$ 55,000</b>	<b>-77.52%</b>
<b>Total</b>		<b>\$ 1,464,717</b>	<b>\$ 1,926,692</b>	<b>\$ 1,890,213</b>	<b>-1.89%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Engineering and Inspection Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Director of Engineering	1.0	1.0	1.0	
Chief Construction Inspector	1.0	1.0	1.0	
Project Engineer	1.0	1.0	1.0	
Construction Inspector	2.0	2.0	2.0	
Compliance Technician	1.0	1.0	1.0	
Utility Locate and Compliance Technician	2.0	2.0	2.0	
Engineering/GIS Tech	1.0	1.0	1.0	
Engineering Assistant	1.0	1.0	1.0	
Projects Coordinator	1.0	1.0	1.0	
<b>Total</b>	<b>11.0</b>	<b>11.0</b>	<b>11.0</b>	



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Construction Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 336,163	\$ 496,200	\$ 515,300	3.85%
514000	Overtime	11,925	15,000	15,000	0.00%
521000	Payroll Taxes	24,984	37,300	39,100	4.83%
522000	Retirement Contributions	50,084	64,000	71,200	11.25%
523000	Life, Health, and Dental Insurance	100,343	175,300	140,000	-20.14%
524000	Workers Compensation Insurance	4,931	6,000	6,200	3.33%
<b>Subtotal</b>		<u>\$ 528,430</u>	<u>\$ 793,800</u>	<u>\$ 786,800</u>	<u>-0.88%</u>
<b>Operating Expenses</b>					
540000	Travel and Per Diem	\$ 143	\$ -	\$ 2,000	100.00%
541000	Communications	6,008	6,900	6,900	0.00%
546000	Repair and Maintenance - General	6,519	11,400	11,690	2.54%
546100	Repair and Maintenance - Vehicles	30,553	35,000	45,000	28.57%
546200	Repair and Maintenance - Equipment	16,338	17,500	17,500	0.00%
546700	Repair and Maintenance - MOT Traffic Maintenance	-	3,000	3,000	0.00%
552000	Operating Supplies	36,376	48,500	42,000	-13.40%
552200	Fuel, Diesel, Oil	14,292	20,000	20,000	0.00%
552800	Safety Supplies	4,743	3,500	7,500	114.29%
554000	Books, Publications, Memberships, and Subscriptions	5,077	7,500	8,570	14.27%
555000	Training and Education	5,559	6,500	6,500	0.00%
<b>Subtotal</b>		<u>\$ 125,608</u>	<u>\$ 159,800</u>	<u>\$ 170,660</u>	<u>6.80%</u>
<b>Capital Outlay</b>					
640000	Machinery and Equipment	\$ -	\$ 70,000	\$ -	-100.00%
641000	Vehicles	-	360,000	205,000	-43.06%
<b>Subtotal</b>		<u>\$ -</u>	<u>\$ 430,000</u>	<u>\$ 205,000</u>	<u>-52.33%</u>
<b>Total</b>		<u><u>\$ 654,038</u></u>	<u><u>\$ 1,383,600</u></u>	<u><u>\$ 1,162,460</u></u>	<u><u>-15.98%</u></u>

### Construction Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Construction Manager				
Construction Coordinator	1.0	1.0	1.0	
Construction System Foreman	1.0	1.0	1.0	
Construction System Operator	4.0	6.0	6.0	
<b>Total</b>	<u><b>6.0</b></u>	<u><b>8.0</b></u>	<u><b>8.0</b></u>	<u><b>-</b></u>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Operations Administrative Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 368,541	\$ 389,300	\$ 578,200	48.52%
514000	Overtime	-	1,000	1,000	0.00%
521000	Payroll Taxes	26,009	24,300	37,600	54.73%
522000	Retirement Contributions	59,567	63,400	89,000	40.38%
523000	Life, Health, and Dental Insurance	54,620	58,500	98,500	68.38%
524000	Workers Compensation Insurance	2,768	2,700	4,800	77.78%
<b>Subtotal</b>		<b>\$ 511,505</b>	<b>\$ 539,200</b>	<b>\$ 809,100</b>	<b>50.06%</b>
<b>Operating Expenses</b>					
534000	Other Contractual Services	\$ 5,446	\$ 7,000	\$ 11,700	67.14%
540000	Travel and Per Diem	-	2,500	2,500	0.00%
541000	Communications	21,247	8,200	8,200	0.00%
542000	Freight and Postage	2,763	2,500	2,500	0.00%
545000	Insurance	446,687	518,000	443,000	-14.48%
546000	Repair and Maintenance - General	51,922	53,000	62,486	17.90%
546200	Repair and Maintenance - Equipment	1,120	-	-	0.00%
546300	Repair and Maintenance - Structures and Grounds	119	-	-	0.00%
551000	Office Supplies	260	3,000	3,000	0.00%
552000	Operating Supplies	27,722	13,450	15,950	18.59%
552300	Fuel, Diesel, Oil - Generators	132	-	-	0.00%
552800	Safety Supplies	13,031	15,000	15,000	0.00%
554000	Books, Publications, Memberships, and Subscriptions	11,231	24,700	22,290	-9.76%
555000	Training and Education	971	2,600	3,600	38.46%
<b>Subtotal</b>		<b>\$ 582,651</b>	<b>\$ 649,950</b>	<b>\$ 590,226</b>	<b>-9.19%</b>
<b>Capital Outlay</b>					
610000	Land	\$ 3,236	\$ -	\$ -	0.00%
620000	Buildings	-	70,000	-	-100.00%
630000	Improvements Other than Buildings	-	150,000	-	-100.00%
641000	Vehicles	-	45,000	-	-100.00%
650000	Construction in Progress	-	225,000	10,000	-95.56%
<b>Subtotal</b>		<b>\$ 3,236</b>	<b>\$ 490,000</b>	<b>\$ 10,000</b>	<b>-97.96%</b>
<b>Total</b>		<b>\$ 1,097,392</b>	<b>\$ 1,679,150</b>	<b>\$ 1,409,326</b>	<b>-16.07%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Operations Administrative Department Budgeted Positions

<b>Personnel Schedule</b>	<b>FY24 FTE</b>	<b>FY25 FTE</b>	<b>FY26 FTE</b>	<b>Change</b>
Plant Manager	1.0	1.0	1.0	-
System Specialist II	1.0	1.0	1.0	-
Industrial Pretreatment Coordinator	-	-	1.0	1.0
Operations Reliability Asset Coordinator	-	-	1.0	1.0
Administrative Assistant	1.0	1.0	1.0	-
<b>Total</b>	<b>3.0</b>	<b>3.0</b>	<b>5.0</b>	<b>2.0</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Collections and Transmission Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 1,041,394	\$ 1,192,000	\$ 1,119,800	-6.06%
514000	Overtime	184,299	175,000	175,000	0.00%
521000	Payroll Taxes	90,671	100,700	94,700	-5.96%
522000	Retirement Contributions	174,004	194,300	163,300	-15.95%
523000	Life, Health, and Dental Insurance	238,470	337,300	345,600	2.46%
524000	Workers Compensation Insurance	15,572	15,400	14,400	-6.49%
<b>Subtotal</b>		<b>\$ 1,744,410</b>	<b>\$ 2,014,700</b>	<b>\$ 1,912,800</b>	<b>-5.06%</b>
<b>Operating Expenses</b>					
531000	Professional Services	\$ -	\$ -	\$ 5,200	100.00%
531110	Professional Services - Inflow and Infiltration Studies	-	-	10,000	100.00%
531120	Professional Services - Collection System Action Plan	-	-	10,000	100.00%
531130	Professional Services - Pipe Assessments	-	-	10,000	100.00%
534000	Other Contractual Services	-	-	5,200	100.00%
540000	Travel and Per Diem	19	-	6,600	100.00%
541000	Communications	22,108	22,300	24,100	8.07%
543000	Utility Services	396,513	458,000	465,400	1.62%
544000	Rentals and Leases	8,656	72,000	72,000	0.00%
546000	Repair and Maintenance - General	296,096	340,000	289,600	-14.82%
546100	Repair and Maintenance - Vehicles	67,877	75,000	115,000	53.33%
546200	Repair and Maintenance - Equipment	563,682	415,000	465,000	12.05%
546300	Repair and Maintenance - Structures and Grounds	122,636	145,000	105,000	-27.59%
546600	Repair and Maintenance - Outside Services	-	25,000	31,000	24.00%
546700	Repair and Maintenance - MOT Traffic Maintenance	-	22,000	22,000	0.00%
552000	Operating Supplies	137,656	150,000	133,500	-11.00%
552200	Fuel, Diesel, Oil	66,604	75,000	75,000	0.00%
552300	Fuel, Diesel, Oil - Generators	4,714	5,500	5,500	0.00%
552800	Safety Supplies	31,931	8,000	8,000	0.00%
554000	Books, Publications, Memberships, and Subscriptions	10,593	10,320	12,260	18.80%
555000	Training and Education	7,210	22,500	8,880	-60.53%
<b>Subtotal</b>		<b>\$ 1,736,295</b>	<b>\$ 1,845,620</b>	<b>\$ 1,879,240</b>	<b>1.82%</b>
<b>Capital Outlay</b>					
630000	Improvements Other than Buildings	\$ 156,025	\$ 75,000	\$ 450,000	500.00%
640000	Machinery and Equipment	409,731	565,000	-	-100.00%
641000	Vehicles	132,995	275,000	195,000	-29.09%
650000	Construction in Progress	28,831	125,000	-	-100.00%
651000	Construction in Progress - Neighborhood Sewering	269,548	-	-	0.00%
652000	Construction in Progress - Lift Station	612,863	1,485,000	1,460,000	-1.68%
653000	Construction in Progress - Gravity System	4,246,315	550,000	4,815,000	775.45%
654000	Construction in Progress - Force Main	177,261	2,031,000	1,580,000	-22.21%
656000	Construction in Progress - Permanent Generator	68,563	355,000	325,000	-8.45%
657000	Construction in Progress - Telemetry	1,982,788	860,000	370,000	-56.98%
<b>Subtotal</b>		<b>\$ 8,084,920</b>	<b>\$ 6,321,000</b>	<b>\$ 9,195,000</b>	<b>45.47%</b>
<b>Total</b>		<b>\$ 11,565,625</b>	<b>\$ 10,181,320</b>	<b>\$ 12,987,040</b>	<b>27.56%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Collection and Transmission Department Budgeted Positions

<b>Personnel Schedule</b>	<b>FY24 FTE</b>	<b>FY25 FTE</b>	<b>FY26 FTE</b>	<b>Change</b>
Collections Superintendent	1.0	1.0	1.0	-
Collection and Distribution Foreman	1.0	1.0	1.0	-
Lead Field Technician	2.0	2.0	2.0	-
Collection and Distribution Operator	11.0	11.0	11.0	-
<b>Total</b>	<b>15.0</b>	<b>15.0</b>	<b>15.0</b>	<b>-</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Treatment and Disposal Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 1,420,590	\$ 1,453,500	\$ 1,476,400	1.58%
514000	Overtime	228,130	229,800	235,700	2.57%
521000	Payroll Taxes	122,050	125,000	126,700	1.36%
522000	Retirement Contributions	255,700	264,100	249,400	-5.57%
523000	Life, Health, and Dental Insurance	321,018	353,500	400,700	13.35%
524000	Workers Compensation Insurance	18,514	18,200	18,300	0.55%
<b>Subtotal</b>		<b>\$ 2,366,002</b>	<b>\$ 2,444,100</b>	<b>\$ 2,507,200</b>	<b>2.58%</b>
<b>Operating Expenses</b>					
534000	Other Contractual Services	\$ 4,500	\$ 13,000	\$ 10,200	-21.54%
540000	Travel and Per Diem	68	-	-	0.00%
541000	Communications	12,853	16,300	16,300	0.00%
542000	Freight and Postage	22	-	-	0.00%
543000	Utility Services	613,574	724,500	724,500	0.00%
544000	Rentals and Leases	8,878	85,000	95,000	11.76%
546000	Repair and Maintenance - General	34,257	45,000	45,800	1.78%
546100	Repair and Maintenance - Vehicles	7,031	10,000	10,000	0.00%
546200	Repair and Maintenance - Equipment	362,845	383,000	449,000	17.23%
546300	Repair and Maintenance - Structures and Grounds	64,294	180,000	131,250	-27.08%
546600	Repair and Maintenance - Outside Services	86,758	222,500	205,000	-7.87%
551000	Office Supplies	-	-	-	0.00%
552000	Operating Supplies	158,607	202,000	232,000	14.85%
552100	Operating Supplies - Chemicals	-	4,000	4,000	0.00%
552200	Fuel, Diesel, Oil	13,689	15,000	20,000	33.33%
552300	Fuel, Diesel, Oil - Generators	16,955	15,000	15,000	0.00%
552800	Safety Supplies	5,224	5,000	7,500	50.00%
554000	Books, Publications, Memberships, and Subscriptions	12,779	15,000	18,000	20.00%
555000	Training and Education	18,183	21,000	21,000	0.00%
<b>Subtotal</b>		<b>\$ 1,420,517</b>	<b>\$ 1,956,300</b>	<b>\$ 2,004,550</b>	<b>2.47%</b>
<b>Capital Outlay</b>					
610000	Land	\$ 65,934	\$ -	\$ -	0.00%
620000	Buildings	19,978	175,000	-	-100.00%
630000	Improvements Other than Buildings	53,528	215,000	1,100,000	411.63%
640000	Machinery and Equipment	348,409	825,000	175,000	-78.79%
641000	Vehicles	-	75,000	-	-100.00%
650000	Construction in Progress	228,784	1,210,000	1,975,000	63.22%
<b>Subtotal</b>		<b>\$ 716,633</b>	<b>\$ 2,500,000</b>	<b>\$ 3,250,000</b>	<b>30.00%</b>
<b>Total</b>		<b>\$ 4,503,152</b>	<b>\$ 6,900,400</b>	<b>\$ 7,761,750</b>	<b>12.48%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Treatment and Disposal Department Budgeted Positions

<b>Personnel Schedule</b>	<b>FY24 FTE</b>	<b>FY25 FTE</b>	<b>FY26 FTE</b>	<b>Change</b>
Plant Chief Operator	1.0	1.0	1.0	-
Plant Maintenance Foreman	1.0	1.0	1.0	-
Plant Electrician	3.0	3.0	3.0	-
Industrial Pretreatment Coordinator	1.0	1.0	-	(1.0)
Operations Reliability Asset Coordinator	1.0	1.0	-	(1.0)
Waste Water Treatment Plant Operator	8.0	8.0	8.0	-
Waste Water Treatment Process Analysis Tech	1.0	1.0	1.0	-
Plant Maintenance Operator II	1.0	1.0	2.0	1.0
Plant Maintenance Operator I	1.0	1.0	-	(1.0)
<b>Total</b>	<b>18.0</b>	<b>18.0</b>	<b>16.0</b>	<b>(2.0)</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Reuse Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 172,887	\$ 178,200	\$ 188,300	5.67%
514000	Overtime	20,566	17,000	17,000	0.00%
521000	Payroll Taxes	14,249	14,500	15,200	4.83%
522000	Retirement Contributions	31,553	31,900	33,500	5.02%
523000	Life, Health, and Dental Insurance	41,002	44,300	48,300	9.03%
524000	Workers Compensation Insurance	2,336	2,300	2,400	4.35%
<b>Subtotal</b>		<b>\$ 282,593</b>	<b>\$ 288,200</b>	<b>\$ 304,700</b>	<b>5.73%</b>
<b>Operating Expenses</b>					
540000	Travel and Per Diem	\$ -	\$ -	\$ 1,000	100.00%
541000	Communications	5,550	5,800	5,800	0.00%
543000	Utility Services	360,076	390,500	435,500	11.52%
546000	Repair and Maintenance - General	87,722	7,000	52,050	643.57%
546100	Repair and Maintenance - Vehicles	14,471	10,000	6,000	-40.00%
546200	Repair and Maintenance - Equipment	113,130	135,000	150,000	11.11%
546300	Repair and Maintenance - Structures and Grounds	32,127	55,000	55,000	0.00%
546700	Repair and Maintenance - MOT Traffic Maintenance	-	1,250	1,250	0.00%
549000	Other Current Charges and Obligations	240,045	265,000	200,000	-24.53%
552000	Operating Supplies	18,402	6,000	5,000	-16.67%
552100	Operating Supplies - Chemicals	166,854	155,000	170,000	9.68%
552200	Fuel, Diesel, Oil	12,278	7,500	5,000	-33.33%
552800	Safety Supplies	390	2,400	2,400	0.00%
554000	Books, Publications, Memberships, and Subscriptions	1,412	1,540	1,890	22.73%
555000	Training and Education	518	3,000	3,000	0.00%
<b>Subtotal</b>		<b>\$ 1,052,975</b>	<b>\$ 1,044,990</b>	<b>\$ 1,093,890</b>	<b>4.68%</b>
<b>Capital Outlay</b>					
610000	Land	\$ 3,140	\$ -	\$ -	0.00%
640000	Machinery and Equipment	205,456	415,000	-	-100.00%
641000	Vehicles	-	-	80,000	100.00%
650000	Construction in Progress	64,901	1,345,000	1,750,000	30.11%
652000	Construction in Progress - Lift Station	-	220,000	100,000	-54.55%
657000	Construction in Progress - Telemetry	-	-	245,000	100.00%
<b>Subtotal</b>		<b>\$ 273,497</b>	<b>\$ 1,980,000</b>	<b>\$ 2,175,000</b>	<b>9.85%</b>
<b>Total</b>		<b>\$ 1,609,065</b>	<b>\$ 3,313,190</b>	<b>\$ 3,573,590</b>	<b>7.86%</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Reuse Department Budgeted Positions

<b>Personnel Schedule</b>	<b>FY24 FTE</b>	<b>FY25 FTE</b>	<b>FY26 FTE</b>	<b>Change</b>
Reuse System Operator	2.0	2.0	2.0	-
<b>Total</b>	<b>2.0</b>	<b>2.0</b>	<b>2.0</b>	<b>-</b>



# LOXAHATCHEE RIVER DISTRICT

## Fiscal Year 2026 Adopted Budget

### Biosolids Department Budget Detail

Account	Description	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	Percent Change
<b>Personal Services</b>					
512000	Salaries and Wages	\$ 71,099	\$ 140,700	\$ 147,100	4.55%
514000	Overtime	5,333	12,500	12,500	0.00%
521000	Payroll Taxes	5,577	11,400	12,000	5.26%
522000	Retirement Contributions	640	17,100	26,200	53.22%
523000	Life, Health, and Dental Insurance	12,003	35,500	24,100	-32.11%
524000	Workers Compensation Insurance	1,903	1,800	1,900	5.56%
<b>Subtotal</b>		<b>\$ 96,555</b>	<b>\$ 219,000</b>	<b>\$ 223,800</b>	<b>2.19%</b>
<b>Operating Expenses</b>					
541000	Communications	\$ 535	\$ 600	\$ 600	0.00%
544000	Rentals and Leases	-	90,000	178,000	97.78%
546000	Repair and Maintenance - General	4,091	5,500	5,656	2.84%
546100	Repair and Maintenance - Vehicles	6,387	2,500	2,500	0.00%
546200	Repair and Maintenance - Equipment	1,674	65,000	251,000	286.15%
546300	Repair and Maintenance - Structures and Grounds	1,841	11,000	6,500	-40.91%
546600	Repair and Maintenance - Outside Services	-	-	30,000	100.00%
549000	Other Current Charges and Obligations	896,005	1,185,000	1,190,000	0.42%
552000	Operating Supplies	424	5,000	5,000	0.00%
552100	Operating Supplies - Chemicals	360,637	315,000	100,000	-68.25%
552200	Fuel, Diesel, Oil	-	2,500	2,500	0.00%
552800	Safety Supplies	276	5,000	5,000	0.00%
554000	Books, Publications, Memberships, and Subscriptions	1,352	1,590	1,890	18.87%
555000	Training and Education	3,535	2,050	2,050	0.00%
<b>Subtotal</b>		<b>\$ 1,276,757</b>	<b>\$ 1,690,740</b>	<b>\$ 1,780,696</b>	<b>5.32%</b>
<b>Capital Outlay</b>					
650000	Construction in Progress	\$ 142,761	\$ 50,000	\$ -	-100.00%
<b>Subtotal</b>		<b>\$ 142,761</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>-100.00%</b>
<b>Total</b>		<b>\$ 1,516,073</b>	<b>\$ 1,959,740</b>	<b>\$ 2,004,496</b>	<b>2.28%</b>

### Biosolids Department Budgeted Positions

Personnel Schedule	FY24 FTE	FY25 FTE	FY26 FTE	Change
Plant Maintenance Operator II	1.0	1.0	-	(1.0)
Plant Mechanic I	1.0	1.0	2.0	1.0
<b>Total</b>	<b>2.0</b>	<b>2.0</b>	<b>2.0</b>	<b>-</b>

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# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
FROM: Kris Dean, P.E., Deputy Executive Director  
DATE: September 10, 2025  
SUBJECT: Consultants Competitive Negotiation Act Ranking and Recommendation of Professional Services Contract – RFQ 25-002-141/2500 Jupiter Park Drive Site Improvements – Phase 1

In compliance with the District's Purchasing Policies and Procedures and Florida Statute 287.055 the District engaged in the CCNA process with advertisement of Request For Qualifications 25-002-00141. Qualification Statements were received from 5 firms on January 14, 2025 for 2500 Jupiter Park Drive Site Improvements – Phase 1. Carty Architecture, LLC and CPZ Architects, Inc. were qualified and approved at the February 20, 2025 Governing Board Meeting on the recommendation of the Selection Committee.

Subsequent to Qualification, staff ranked the qualified firms based on the criteria outlined in Florida Statute 287.055 and detailed in the attached Selection – Qualified Firm Ranking for 25-002-00141. Carty Architecture was ranked number 1, with a score of 73 out of a possible 100.

Based on the ranking process, staff engaged in negotiations with Carty Architecture, LLC for the attached scope of services to provide professional engineers, architects, landscape architects, and planners for 2500 Jupiter Park Drive Site Improvements – Phase 1, including a new maintenance building and laydown area, warehouse and secured yard, collections and construction storage areas, fleet parking, portable generator storage, security fencing and ancillary systems as detailed in the attached proposal.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD approve and authorize the Executive Director to execute the Contract for Professional Architectural Services, Fee Proposal and Scope of Services with Carty Architecture, LLC for RFQ 25-002-00141 – 2500 Jupiter Park Drive Site Improvements – Phase 1 in the amount of \$3,166,996.19 and \$20,000 for reimbursables .”**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

## **CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

This Contract ("Contract") for Professional Architectural Services (the "Services") is made and entered into by the Loxahatchee River Environmental Control District, a Special District of the State of Florida ("District") and Carty Architecture, a Limited Liability Corporation ("Architect"), in response to the District's Request for Qualifications for "Professional Services by Professional Engineers, Architects, Landscape Architects, and Planning Firms - # 25-002-00141 2500 Jupiter Park Drive Improvements – Phase 1."

WHEREAS, in accordance with Section 287.055, Florida Statutes ("Consultants' Competitive Negotiation Act" or "CCNA"), the District issued the Request for Qualifications for 2500 Jupiter Park Drive Improvements – Phase 1 and solicited statements from qualified professional architectural/engineering firms to provide Services; and

WHEREAS, the District has selected an architectural firm to provide the Services and desires to enter into a contract within the purview of the CCNA; and

WHEREAS, Architect represents that it has considerable qualifications, expertise and experience in this area as set forth in its response to the District's Request for Qualifications and wishes to provide the Services to the District in accordance with the terms and conditions set forth herein.

WHEREAS, Architect has submitted a proposal attached as Exhibit A.

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

### **Section 1. Term**

The term of this Contract shall be:

Phase I – VI, as described in Exhibit A, shall be completed within 892 consecutive days commencing on the Effective Date (See Section 29), but may be terminated as provided herein.

Phase VII, as described in Exhibit A, shall be completed within 780 consecutive days commencing on the Notice to Proceed issued for the Construction Contract resulting from Phase VI Bidding and Award efforts.

### **Section 2. Representations by Architect**

By executing this Contract, Architect makes the following express representations to the District:

A. Architect is professionally qualified to act as an architect for the District and provide the Services outlined in the Request for Qualifications issued by the District.

B. Architect shall maintain all necessary licenses, permits, insurance or other authorizations necessary to act as an architect for the District until Architect's duties expressed herein have been fully satisfied.

C. Services performed by Architect pursuant to this Contract shall comply with all applicable laws, codes and regulations and shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing within the same locality.

### **Section 3. Scope of Services**

See Exhibit A.

### **Section 4. Insurance**

A. During the performance of Services under this Contract, Architect shall secure and maintain, at its own expense, the following insurance policies:

- (1) Professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence or claim.
- (2) Workers' Compensation and employer's liability insurance for all employees engaged in work pursuant to this Contract in accordance with Florida law.
- (3) Comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000.00), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence.
- (4) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by Architect with minimum limits of one million dollars (\$1,000,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for Bodily Injury Liability and a minimum of three hundred thousand dollars (\$300,000.00) for Property Damage Liability, or a single limit of three hundred thousand dollars (\$300,000.00).

B. All liability insurance, with the exception of professional liability, shall specifically provide that the District, and anyone else designated by the District, is an additional named insured with respect to the required coverages and the operations of Architect pursuant to this Contract.

C. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days after written notice has been given to the District by certified mail/ return receipt requested.

D. All of Architect's subcontractors and consultants shall be required to include the District and Architect as additional insureds on their general liability insurance policies.

E. Architect shall not commence its Services under this Contract until all insurance coverage required by this section has been obtained and certificates evidencing same are filed with the District.

## **Section 5. Standard of Care**

Architect shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and Architect shall, at no additional cost to the District, re-perform Services which fail to satisfy the foregoing standard of care. Architect warrants that all Services shall be performed by skilled and competent personnel to the standard of care above.

## **Section 6. Personnel**

A. Architect shall assign only qualified personnel to perform any of the Services.

B. At the time of execution of this Contract, the parties anticipate that the following named key individuals will perform those functions indicated [All persons listed below shall have been included in the Qualification Statement]:

_____	– Principal-in-Charge
_____	– Project Manager
_____	– Architect
_____	– Project/Design Engineer (Site/Civil)
_____	– Project/Design Engineer (Mechanical)
_____	– Project/Design Engineer (Electrical)
_____	– Project/Design Engineer (Structural)
_____	– Survey
_____	– Geotechnical
_____	– ADD/DELETE DISCIPLINES AS NECESSARY

C. Should Architect reassign any functions or duties to new or additional individuals, Architect shall provide the District with written notice of any such reassignment within ten (10) calendar days. District reserves the right to require Architect to change any reassigned personnel.

## **Section 7. Duties and Obligations of the District**

The District shall afford Architect access to any project site as may be reasonably necessary for Architect to properly perform the Services under this Contract and shall provide Architect with sufficient guidance and input to perform all Services contemplated by this Contract in a timely manner.

## **Section 8. Payments**

A. The District shall pay Architect for Services performed pursuant to this Contract and Exhibit A in accordance with the fee scheduled included in Exhibit A and incorporated herein by reference or as otherwise agreed upon in writing by the District and Architect. Architect shall not bill the District for calls or communications of a routine basis that relate solely to the status of pending projects or matters.

B. As a condition precedent for any payment due under this paragraph, Architect shall submit complete and accurate monthly invoices, unless otherwise agreed to in writing by the District, invoices to the District requesting payment for Services rendered and expenses incurred, as follows:

- (1) Each invoice shall bear the signature of Architect, which signature shall constitute Architect's representation to the District that the Services indicated in the invoice have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred, and that all obligations of Architect covered by prior invoices have been paid in full (unless expressly indicated otherwise).
- (2) Architect shall submit a monthly progress report and participate in monthly project update meetings via TEAMS and SharePoint. The progress report shall include, but not be limited to, a statement of the time and contract dollars expended related to the Services under the Contract and Exhibit A; This report will be included in the Governing Board's monthly meeting notebook.
- (3) Architect shall submit a written summary of Services completed for projects billed on a lump sum basis.

C. All submittals for payment of per diem and travel expenses by Architect shall comply with the provision of Section 112.061, Florida Statutes, and all applicable District policies. The District shall not pay, nor shall Architect incur, any per diem or travel expenses without the District's prior written approval.

D. The District shall make payment to Architect within 25 days of receipt of a complete and accurate invoice.

## **Section 9. Indemnification**

A. Architect agrees to protect, indemnify, pay on behalf of, and hold harmless the District, its employees, and representatives from liabilities, damages, losses, claims and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the District, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Architect and other persons employed or utilized by Architect in performance of the Contract.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Architect, nor shall this Contract be construed as a waiver of sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

C. Upon completion of all Services, obligations, and duties provided for in this Contract or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

## **Section 10. Independent Contractor**

Architect undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The District shall have no right to supervise the means and methods used, but the District shall have the right to observe such performance. Architect shall work closely with the District in performing the Services under this Contract.

## **Section 11. Project Records**

A. All records reasonably related to the performance of the Services by Architect or Architect's consultants or subcontractors, which are not in possession of the District, shall be made available to the District or any state, federal or other regulatory authority for inspection and copying upon written request of the District. Such records include, but are not limited to, all plans, specifications, submittals, correspondences, minutes, memoranda, inspection reports, sound recordings, video recordings and computer files. These records include those documents reflecting the time expended and expenses incurred by the personnel of Architect and its consultants or subcontractors in performing its obligations pursuant to this Contract.

B. Architect shall maintain and protect such records for no less than seven (7) years after final completion of any project, or for any longer period of time as may be required by applicable law or sound practice.

## **Section 12. Ownership of Instruments**

A. All instruments of professional Services including, but not limited to, documents, records, disks, original drawings, plans and specifications and other information created or procured by Architect for Services performed pursuant to this Contract shall become the property of the District upon completion of the Services or project for which the instrument was utilized and upon payment by the District.

B. Architect may maintain copies of all such instruments for its records, provided, however, that any material, products or patent paid for by the District pursuant to this Contract shall be the property of the District and shall not be used by Architect for profit without the prior written consent of the District.

## **Section 13. Termination of Contract**

A. *Architect's Termination for Default:* Architect may, on thirty (30) days' written notice to the District, terminate this Contract in the event the District fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District shall pay Architect for all Services performed up to and including the date of termination. Architect shall not, however, be entitled to any damages from such termination including, but not limited to, loss of anticipated profits.

B. *District's Termination for Default:* The District may, on thirty (30) days' written notice to Architect, terminate this Contract without prejudice to any other remedy it may have, when Architect fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District may take possession of all materials, products, documents and records necessary to complete pending Work (as described in Exhibit A) in whatever way it deems expedient. If the expense of completing the Work (as described in Exhibit A) exceeds any unpaid balance due to Architect under this Contract at the time of termination, Architect shall be responsible to pay the District for the difference. If the expense of completing the Work (as described in Exhibit A) is less than the unpaid balance due under the Contract, Architect shall be paid only for Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

C. *District's Termination without Default:* The District may, on thirty (30) days' written notice to Architect, without cause and without prejudice to any other right or remedy, elect to terminate this Contract. Upon such termination, the District shall pay Architect for all Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

## **Section 14     Uncontrollable Forces**

Neither the District nor Architect shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, hurricane, windstorm, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

## **Section 15. Successors and Assigns**

The District and Architect each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Neither the District nor Architect shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **Section 16. Governing Law, Venue and Remedies**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **Section 17. Access and Audits**

Architect shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing Services pursuant to this Contract for at least three (3) years after termination or expiration of this Contract. The District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Architect's place of business. In no circumstances will Architect be required to disclose any confidential or proprietary information regarding its products and service costs.

## **Section 18. Federal and State Taxes**

The District is exempt from federal tax and state sales tax and use taxes. Upon request, the District shall provide an exemption certificate to Architect. Architect is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall Architect be authorized to use the District's tax exemption number in securing such materials.

## **Section 19. Enforcement Costs**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover from the non prevailing party or parties reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **Section 20. Severability**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **Section 21. Notice**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to:

Loxahatchee River Environmental Control District  
Attn: Kris Dean, P.E., Deputy Executive Director  
2500 Jupiter Park Drive  
Jupiter, FL 33458

and if sent to Architect shall be mailed to:

Carty Architecture, LLC  
Judy Carty, AIA, NCARB, LEED AP, President  
2655 S Le Jeune Rd, Suite 607  
Coral Gables, FL 33134

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

## **Section 22. Entirety of Contract**

The District and Architect agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **Section 23. Terminology and Captions**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the

context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### **Section 24. Waiver**

A waiver by either the District or Architect of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **Section 25. Preparation**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. In interpreting any provision of this Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Contract, each party recognizing that it and its counsel have had any opportunity to review this Contract and have contributed to the final form of same. Architect agrees that the Contract is a legally binding document.

#### **Section 26. Exhibits and Contract Documents**

Each exhibit and each document referenced in this Contract form an essential part of this Contract. These exhibits and documents, even if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

#### **Section 27. Survivability**

Any provision of the Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

#### **Section 28. Representations and Binding Authority**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all its obligations under this Contract.

#### **Section 29. Effective Date**

The Effective Date of the Contract shall be the date on which it is executed by the last party to execute same.

#### **Section 30. Time is of the Essence**

Time is of the essence of this Contract and any Work Authorization. However, if the final date of any period which is set out in any provision of this Contract falls on a Saturday, Sunday or

legal holiday under the law of the United States or the State of Florida, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

[This remainder of this page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the District and Architect have made and executed this Contract on the dates hereinafter written.

**ARCHITECT:**

**Carty Architecture, a Limited Liability Corporation**

By: \_\_\_\_\_

Print Name: Judy Carty, AIA

Title: President

Date: \_\_\_\_\_

**DISTRICT:**

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,  
a Special District of the State of Florida**

By: \_\_\_\_\_  
D. Albrey Arrington, Ph.D., Executive Director

**Attest:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form and Legal Sufficiency:**

By: \_\_\_\_\_  
Curtis Shenkman, Esq.

# CartyArchitecture

2655 S Le Jeune Rd, Suite 607, Coral Gables, FL, 33134  
Office: 786 717 7100 • Website: [www.CartyArchitecture.com](http://www.CartyArchitecture.com)

08-25-2025

**Kris Dean, P.E.**

Deputy Executive Director  
Loxahatchee River Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

**Re: Loxahatchee River District – 2500 Jupiter Park Drive – Phase 1 Improvements**

Dear Mr. Dean:

CartyArchitecture is pleased to submit our fee proposal for **2500 Jupiter Park Drive – Phase 1 Improvements** based upon the scope included in the Conceptual Plan provided by the District for Phase 1 Improvements, shown on sheet SP-101 prepared for the District by Chen Moore & Associates and described below in Project Scope.

**Description of Services To Be Provided**

Carty Architecture, together with our Engineering consultants, shall provide professional architectural and engineering design services for the above-described project.

The A/E disciplines included are:

- a. Architecture
- b. Structural Engineering
- c. Civil Engineering
- d. Heating, Ventilating and Air-Conditioning (HVAC) Engineering
- e. Plumbing Engineering
- f. Electrical Engineering
- g. Fire Protection Engineering
- h. Landscape Architecture

Construction Documents will be prepared in the following Phases (see description of deliverable below):

- Phase IA – Program Verification,
- Phase IB - Schematic Design,
- Phase II - 30% Construction Documents,
- Phase III - 60% Construction Documents,
- Phase IV - 90% Construction Documents
- Phase V - 100% Construction Documents and Permitting.

Project specifications will include incorporation of Owner's contract conditions and the preparation of Master spec Divisions 1 thru 50.

Construction documents shall be submitted for permitting to Palm Beach County, The Town of Jupiter and South Florida Water Management District, and all other Authorities Having Jurisdiction, as required, to obtain a permit.

Finish selections shall be provided within the completed set of construction documents as well as a color board illustrating the color selections.

Phase VI – Bidding and Award of Contract:

Phase VII – Construction Administration (26 months)

Scope also includes:

- New Site Electric Distribution with a new Emergency Generator and fuel storage tank for the Site
- Fuel Consultant
- Surveying
- Geotechnical
- Cost Estimating
- Fundamental Commissioning

#### **Qualifications:**

- Scope of services includes only the A/E disciplines listed above and is based upon the Conceptual Plan provided by the District for Phase 1, shown on sheet SP-101 prepared for the District by Chen Moore & Associates. If during Program Verification the scope of work for the project changes, the Design Team reserves the right to request additional compensation for the increased work effort.
- Civil Engineering Scope is qualified in the 3 proposals submitted by Chen Moore. Note: If the District elects not to undertake a Conceptual Overall Stormwater Management Report, then the Phase 1 scope cost increases to include the ERP conceptual for Phase 1).
- Survey Scope is qualified in the attached proposal.
- Geotechnical scope has been coordinated with the Structural and Civil Engineers, scope is qualified in the attached proposal.
- Cost estimating scope is qualified in the attached proposal.
- The proposal is based upon one set of construction documents and construction by a single construction contract. The phases of construction, if required, will be identified in phasing drawings.
- Threshold Inspection is not included in the Basic Services fee. Based on the current scope of work it is not anticipated that Threshold Inspection will be required by code.
- Design of a vehicle fueling facility is excluded, if this scope is required it can be included as an additional service.
- LEED or any other green certification is not included.
- Reimbursable expenses are not included in the fee; there is a proposed allowance amount against which these expenses will be billed.
- The site has a potential habitat for a protected species; any studies or mitigative efforts associated with protective species are not included.
- Fundamental Commissioning scope is as follows:
  - Prepare and implement a commissioning plan for the project
  - Conduct required commissioning meeting and site visit(s) as required.
  - Perform Functional performance testing of HVAC equipment and controls, lighting controls, and Service water-heating systems.
  - Prepare final commissioning report along with project documentation.

#### **Loxahatchee River District (LRD) provided items required for this project include:**

- The District will assist the surveyor in performing GPR but will not provide drawings.
- Any as-built drawings or interface documentation for future projects that may impact the design.
- Access to stakeholders who have input on any aspects of the project.

#### **Professional Fees for services described above:**

**Construction Document Architecture, Structural Engineering, MEP Engineering and Landscape Architecture Fees:**(see attached fee breakdown chart) Total = \$2,384,956.62

**Construction Document Civil Engineering Fees (see attached proposals):**

Civil Engineering Phase 1 Scope = \$297,300.97  
Civil Engineering Water Main Extension = \$101,977.41  
Civil Engineering Conceptual Overall Stormwater Management Report and Permitting = \$129,534.39 (Note: If the District elects not to undertake a Conceptual Overall Stormwater Management Report then \$32,541.72 must be added to the Phase 1 scope cost)

**Additional Project Fees (see attached proposals):**

Survey = \$46,600.00  
Geotechnical = \$12,700.00 excluding GPR. GPR survey drawings \$2,000.00  
Cost Estimating = \$79,858.46  
New Site Electric Distribution with a new Emergency Generator and fuel storage tank for the Site = \$86,318.34 (see hourly chart)  
Fuel Consultant = \$25,750.00  
Fundamental Commissioning - \$20,000.00

excluding reimbursable expenses. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. A reimbursable allowance amount is suggested below. Reimbursables include printing and travel. Printing is limited to one internal set at each submittal and any printing requests from the District. Travel is limited to trips from the A/E office to Jupiter Park Drive, reimbursed at \$0.70 per mile.

**Reimbursables** = \$20,000.00

**Proposed Schedule**

Phase 1A - Program Verification – 90 days  
LRD Review  
Phase 1B – Schematic Design – 75 days  
LRD Review  
Phase 2 – 30% Construction Documents – 120 days  
LRD Review  
Phase 3B – 60% Construction Documents – 120 days  
LRD Review  
Phase 3C – 90% Construction Documents – 120 days  
LRD Review  
Phase 3D -100% Construction Documents and Permitting – 30 days  
  
Phase 4 – Bidding – Per LRD’s schedule

Follow-on phases will start upon receipt of LRD comments. Note that phase durations are dependent upon receiving information requested from LRD in a timely manner for the Team to complete the work.

We look forward to working with you on this project. Please let us know if you have any questions about the above information.

Sincerely,

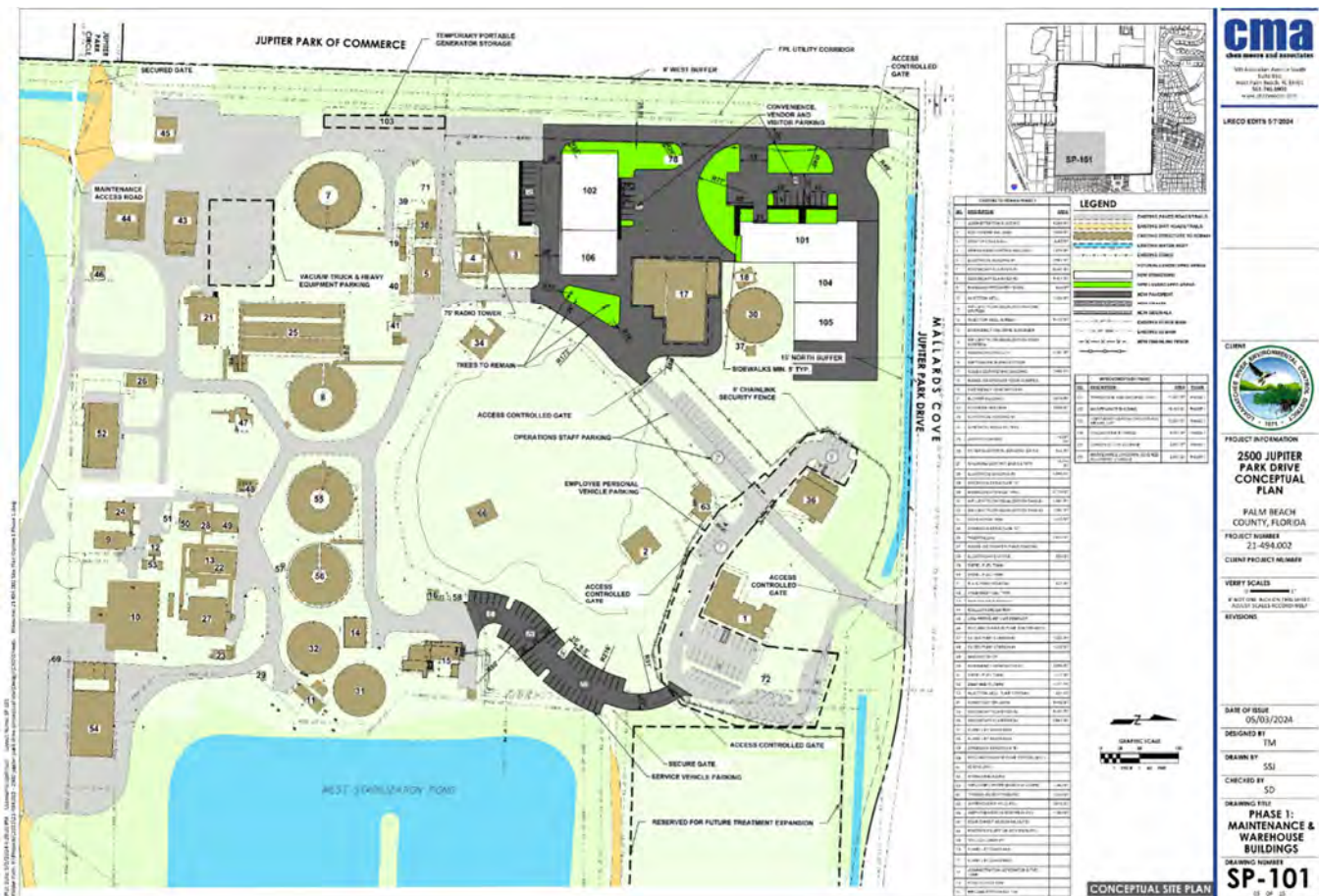


Judy Carty, AIA, NCARB, LEED AP  
President  
**Carty Architecture, LLC**

# Loxahatchee River District – 2500 Jupiter Park Drive – Phase 1 Improvements

## PROJECT SCOPE:

1. Maintenance Building – see programming below. Additionally, the maintenance building will need to accommodate:
  - a. space for emergency response personnel
  - b. Secured network room
  - c. WWTF - Emergency Power
2. Maintenance Laydown/Covered Equipment Storage – Secured/fenced
3. Collections Storage – Secured/fenced
4. Construction Storage – Secured/fenced
5. Warehouse and Secured Yard – see programming below.
6. Fleet Parking
7. Portable Generator Storage
8. Security Fencing
9. Minimum requirements for Risk Category 3 construction
10. Monthly project reporting requirements between District PM and Carty PM.
11. Project as described in the Conceptual Site Plan Report, which concludes with the Conceptual Site Plan SP-101 prepared by Chen Moore and Associates. See below.



Warehouse programming from conceptual site plan:

Warehouse - Option 1 and Option 2

Title	Division	Department	Bldg and/or Wing	Office	Cubicle	Field/Work Station	Other	Area (SF)
Warehouse Coordinator	Finance & Admin	Warehouse	WAREHOUSE		x			80
Warehouse Coordinator Assistant	Finance & Admin	Warehouse	WAREHOUSE		x			80
Warehouse Space (Enclosed)			WAREHOUSE					6,000
Warehouse Space (Humidity Controlled)								600
Loading Area			WAREHOUSE				2 @ 600 sf	1,200
<b>Subtotal</b>								<b>7,960</b>
<b>Support Spaces</b>								
Copy/File	Copy/File							100
Staff Restrooms	Staff Restrooms							200
Janitorial	Janitorial							60
Vendor Lobby	Vendor Lobby							-
Internal Customer Pickup	Internal Customer Pickup							250
<b>Subtotal</b>								<b>610</b>
Net Area for Required Space								8,570
MEP	3%							257
<b>Subtotal</b>								<b>8,827</b>
Circulation	2.5%							2,207
<b>Total</b>								<b>11,034</b>

## Maintenance Building Programming from Conceptual Site Plan:

Maintenance Building - Option 1 and Option 2

Title	Division	Department	Bldg and/or Wing	Office	Cubicle	Field/Work Station	Other	Area (SF)
Equipment Bays w/ Tools	4 @ 900 sf							3,600
Drive Through Bays	2 @ 900 sf							1,800
Tools Storage	4 @ 600 sf							2,400
Shop Storage								1,600
Plant Maintenance II	Operations	Maintenance	MAINT BLDG			x		40
Maintenance Electrician	Operations	Electrician	MAINT BLDG			x		40
Plant & Field Electrician	Operations	Electrician	MAINT BLDG		x			80
Plant Maintenance Foreman	Operations	Maintenance	MAINT BLDG	x				125
Plant & Field Electrician	Operations	Maintenance	MAINT BLDG			x		40
Plant Maintenance I	Operations	Maintenance	MAINT BLDG			x		40

F-7

Plant Maintenance I	Operations	Maintenance	MAINT BLDG			x		40
Plant Maintenance II	Operations	Plant	MAINT BLDG			x		40
<b>Subtotal</b>								<b>9,845</b>
<b>Support Spaces</b>								
Office								150
Staff Restrooms								200
Break Area								200
Janitorial								60
<b>Subtotal</b>								<b>610</b>
MEP (Support spaces and offices/cubicles/work stations)	6%							63
<b>Subtotal</b>								<b>673</b>
Circulation (Support spaces and offices/cubicles/work stations)	30.0%							168
<b>Total</b>								<b>10,687</b>

## Construction Documents Deliverables by Phase:

**Phase IA – Program Verification**

- a) Verification of the initial Program provided by the owner. Design Criteria Book with the following sections and general criteria:
  - CIVIL
  - LANDSCAPE
  - ARCHITECTURAL
  - MECHANICAL
  - STRUCTURAL
  - ELECTRICAL
  - FIRE PROTECTION / FIRE ALARM

**Phase IB - Schematic Design**

- a) Narrative (Updates on Design Criteria book)
- b) Drawings
  - a. CIVIL & LANDSCAPE
    - Existing Site/Topographic Plan locating existing appurtenances and structures.
    - Existing Utilities Plan identifying areas of possible conflict with proposed design.
    - Preliminary Site Plan locating proposed project appurtenances and structures.
    - Preliminary grading concepts including extent of earthwork.
    - Drainage design concept including list of all proposed applicable details.
    - Paving design concepts including a list of all proposed applicable details.
    - Preliminary Utility systems design concepts and proposed details.
    - Preliminary Landscaping Plan.
  - b. ARCHITECTURAL
    - Drawings Title Sheet
    - Drawings Index Sheet
    - Drawings Legend Sheet
    - Architectural Site Plan
    - Floor plans of all levels
    - Roof Plan
    - Reflected Ceiling Plans
    - Exterior Elevations
    - Building Sections
    - Project Renderings
  - c. MECHANICAL
    - HVAC abbreviations, symbols, graphic indications, etc. Sheet.
    - HVAC existing conditions/demolition plan(s) of project area.
    - Preliminary, single-line diagram of HVAC floor and reflected ceiling plans, roof plans
    - Other drawings may be required to convey the engineers' design intent.
  - d. STRUCTURAL
    - Foundation concept plan showing dimensioned bay sizes/column grid.
    - Structural concept plan(s) showing dimensioned bay sizes/column grid.
    - Typical Building Section(s) showing dimensioned floor to floor heights.
  - e. ELECTRICAL
    - Preliminary Electrical abbreviations, symbols, graphic indications, etc. Sheet.
    - Preliminary Electrical Site Plan.
    - Preliminary electrical power and lighting concept floor plans.
    - Preliminary electrical roof and lighting protection plan(s).

## f. FIRE PROTECTION / FIRE ALARM

- Fire Protection abbreviations, symbols, graphic indications, etc., sheet.
- Fire protection existing conditions/demolition plan(s) of project area.
- Preliminary Fire Protection Site Utility Plan.
- Preliminary Fire Protection Floor, Roof and Reflected Ceiling Plans.
- Other drawings may be required to convey the Engineer's design intent.

## c) Preliminary Cost Estimation

## d) Presentation + Review Process

**Phase II - 30% Construction Documents**

## a) Narrative (Updates on Design Criteria book)

## b) 30% CD

## a. CIVIL &amp; LANDSCAPE

- Existing Site/Topographic Plan locating existing appurtenances and structures.
- Survey layout plan to include horizontal and vertical control data.
- Soils investigation plan/report including locations of soil borings.
- Demolition plan locating all items to be removed or to remain.
- Site Plan locating proposed project appurtenances and structures.
- Utilities Plan(s) and details identifying interfaces between proposed design and existing utilities.
- Drainage plans and details.
- Paving plans sections and details.
- Grading plans to include the extent of earthwork.
- Landscaping plans and details.

## b. ARCHITECTURAL

- Drawings Title Sheet
- Drawings Index Sheet
- Drawings Legend Sheet
- Architectural Site Plan
- Floor plans of all levels
- Roof Plan
- Life Safety Plans
- Enlarged Room Plans
- Reflected Ceiling Plans
- Furniture Plans
- Plans of temporary barrier walls around work area(s).
- Exterior Elevations
- Building Sections
- Interior Elevations
- Door Schedule
- Window Schedule
- Finish Schedule
- Wall Sections
- Stair Plans & Sections
- Details

## c. MECHANICAL

- HVAC abbreviations, symbols, graphic indications, etc. Sheet.
- HVAC existing conditions/demolition plan(s) of project area.
- Preliminary HVAC Site Utility Plan, coordinated with Civil work.

- Preliminary, single-line diagram of HVAC floor and reflected ceiling plans, roof plans.
- Other drawings may be required to convey the engineers' design intent.

d. **PLUMBING**

- Plumbing abbreviations, symbols, graphic indications, etc. Sheet.
- Plumbing existing conditions/preliminary demolition plan(s) of project area.
- Preliminary Plumbing site utility plan showing source (location and connections), coordinated with Civil work.
- Preliminary Plumbing Floor and Roof Plans.
- Other drawings may be required to convey the Engineer's design intent.

e. **STRUCTURAL**

- Soils investigation plan/report.
- Preliminary foundation plan(s) to scale, dimensioned and identified by marks.
- Preliminary dimensioned floor and roof framing plans showing and identifying all girders, beams, joists, columns and structural walls.
- Preliminary column, beam, structural wall and footing schedules.
- Structural Notes: Preliminary List.

f. **ELECTRICAL**

- Electrical abbreviations, symbols, graphic indications, etc. Sheet.
- Electrical Site Plan.
- Electrical power and lighting floor plans.
- Electrical roof and lighting protection plan(s).
- Special systems floor plans (Telephone, Data, CCTV, Clock, FIDS, BIDS, BMS, Fire Alarm, Public Address, Security, etc.)
- Schedules and Details.
- Preliminary Electrical Riser Diagram and Special Systems Riser Diagrams.

g. **FIRE PROTECTION / FIRE ALARM**

- Fire Protection abbreviations, symbols, graphic indications, etc., sheet.
- Fire protection existing conditions/demolition plan(s) of project area.
- Preliminary Fire Protection Site Utility Plan, coordinated with Civil work.
- Preliminary Fire Protection Plans.
- Other drawings may be required to convey the Engineer's full design intent.

- c) Specifications – Table of Contents (TOC)
- d) Cost update
- e) Presentation + Review Process

**Phase III - 60% Construction Documents**

- a) Narrative (Updates on Design Criteria book)
- b) 60% CD

a. **CIVIL & LANDSCAPE**

- Existing Site/Topographic Plan locating existing appurtenances and structures.
- Survey layout plan to include horizontal and vertical control data.
- Demolition plan locating all items to be removed or to remain.
- Site Plan locating proposed elements with dimensions, stationing, etc.
- Utility Plans and details identifying project interface with existing utilities.
- Profiles of proposed and existing utilities.
- Drainage plans and details.
- Paving plans sections and details.

- Grading plans.
  - Earthwork cross-sections.
  - Signage and Pavement Marking Plans and details.
  - Construction Notes
  - Landscaping plans and details.
- b. ARCHITECTURAL
- Drawings Title Sheet
  - Drawings Index Sheet
  - Drawings Legend Sheet
  - Architectural Site Plan
  - Floor plans of all levels
  - Roof Plan
  - Life Safety Plans
  - Enlarged Room Plans
  - Reflected Ceiling Plans
  - Furniture Plans
  - Plans of temporary barrier walls around work area(s).
  - Exterior Elevations
  - Building Sections
  - Interior Elevations
  - Door Schedule
  - Window Schedule
  - Finish Schedule
  - Wall Sections
  - Stair Plans & Sections
  - Details
- c. MECHANICAL
- HVAC abbreviations, symbols, graphic indications, etc. Sheet.
  - HVAC existing conditions/demolition plan(s) of project area.
  - HVAC Site Utility Plan, coordinated with Civil work.
  - HVAC/Mechanical floor, Roof and reflected ceiling plans.
  - Other drawings may be required to convey the engineers' design intent.
- d. PLUMBING
- Updates to the drawings index sheet.
  - Updated Plumbing abbreviations, symbols, graphic indications, etc. Sheet.
  - Updated Plumbing existing conditions/preliminary demolition plan(s) of project area.
  - Updated Plumbing site utility plan showing source (location and connections), coordinated with Civil work.
  - Updated Plumbing Floor and Roof Plans.
  - Updated Plumbing Riser Diagrams.
  - Other drawings may be required to convey the Engineer's full design intent.
- e. STRUCTURAL
- Foundation Plan(s), drawn to scale, dimensioned, and identified by marks.
  - Dimensioned floor and roof framing plans showing and identifying all girders, beams, joists, columns and structural walls.
  - Column, beam, structural wall and footing schedules.
  - Sections and details drawn for typical and unique conditions.
  - Structural Notes.

## f. ELECTRICAL

- Electrical abbreviations, symbols, graphic indications, etc. Sheet.
- Electrical Site Plan.
- Electrical power and lighting floor plans.
- Electrical roof and lighting protection plan(s).
- Special systems floor plans (Telephone, Data, CCTV, Clock, FIDS, BIDS, BMS, Fire Alarm, Public Address, Security, etc.)
- Schedules and Details.
- Electrical Riser Diagram and Special Systems Riser Diagrams.

## g. FIRE PROTECTION / FIRE ALARM

- Fire Protection abbreviations, symbols, graphic indications, etc., sheet.
- Fire protection existing conditions/demolition plan(s) of project area.
- Updated Fire Protection Site Utility Plan, coordinated with Civil work.
- Updated Fire Protection Floor Plans.
- Other drawings may be required to convey the Engineer's full design intent.

c) Specifications - TOC

d) Cost update

e) Presentation + Review Process

**Phase IV - 90% Construction Documents**

a) Narrative (Updates on Design Criteria book)

b) 90% CD

## a. CIVIL &amp; LANDSCAPE

- Existing Site/Topographic Plan locating existing appurtenances and structures.
- Survey Layout Plan, including horizontal and vertical control data (i.e., survey monuments, baselines, coordinate system, etc.).
- Soils investigation plan/report, including locations of soil borings and soil or water contamination.
- Demolition plan locating all items to be removed or to remain.
- Site Plan, identifying locations of proposed appurtenances and structures, with final dimensions, stationing, coordinates, floor elevations verified with 100 year / 72 hour flood elevations, etc.
- Storm Water Pollution Prevention Plan (SWPPP) and details, per Guidance Manual, coordinated with MDAD Environmental Engineering Division.
- Utility Plans and details of interfaces between existing and new utilities.
- Profiles of proposed and existing utilities with all conflicts resolved.
- Drainage Plans and details
- Profiles of proposed and existing drainage structures.
- Paving plans sections and details.
- Grading plans.
- Earthwork cross-sections.
- Signage and Pavement Marking Plans, including all applicable details.
- All details and construction notes required for full implementation of the design.

## b. ARCHITECTURAL

- Drawings Title Sheet
- Drawings Index Sheet
- Drawings Legend Sheet
- Architectural Site Plan
- Floor plans of all levels
- Roof Plan

- Life Safety Plans
  - Enlarged Room Plans
  - Reflected Ceiling Plans
  - Furniture Plans
  - Plans of temporary barrier walls around work area(s).
  - Exterior Elevations
  - Building Sections
  - Interior Elevations
  - Wall Sections
  - Details
  - Door Schedule
  - Window Schedule
  - Finish Schedule
  - Stair Details
  - Phasing and Sequencing Plans
  - Other drawings required to fully convey the design intent for construction
- c. MECHANICAL
- Complete HVAC abbreviations, symbols, graphic indications, etc. Sheet.
  - Complete HVAC existing conditions/demolition plan(s) of project area.
  - Complete HVAC Site Utility Plan, coordinated with Civil work.
  - Complete HVAC/Mechanical floor, Roof and reflected ceiling plans.
- d. PLUMBING
- Final updates to the drawings index sheet.
  - Plumbing abbreviations, symbols, graphic indications, etc. Sheet.
  - Plumbing existing conditions/demolition plan(s) of project area.
  - Final Plumbing site utility plan showing source (location and connections), coordinated with Civil work.
  - Final Plumbing Floor and Roof Plans.
  - Final Plumbing Riser Diagrams.
- e. STRUCTURAL
- Abbreviations, symbols, graphic indications, etc. Sheet.
  - Soils investigation plan & report.
  - Foundation Plan(s), drawn to scale, dimensioned, and identified by marks.
  - Dimensioned floor and roof framing plans showing and identifying all girders, beams, joists, columns and structural walls.
  - Column, beam, structural wall and footing schedules.
  - All necessary sections and details for typical and unique conditions.
  - Structural Notes.
- f. ELECTRICAL
- Final Electrical abbreviations, symbols, graphic indications, etc. Sheet.
  - Final Electrical Site Plan.
  - Final power floor plan.
  - Final lighting floor plan.
  - Final Electrical Schedules and Details.
  - Final Electrical Riser and Special Systems Riser Diagrams.
  - Final Special Systems Floor Plans.
- g. FIRE PROTECTION / FIRE ALARM
- Fire Protection abbreviations, symbols, graphic indications, etc., sheet.

- Fire protection existing conditions/demolition plan(s) of project area.
  - Updated Fire Protection Site Utility Plan, coordinated with Civil work.
  - Updated Fire Protection Floor Plans.
  - Other drawings may be required to convey the Engineer's full design intent.
- c) Specifications - Developed
- d) Cost update
- e) Presentation + Review Process

## **Phase V - 100% Construction Documents and Permitting**

- a) 100% Construction Documents
- a. CIVIL & LANDSCAPE
- Existing Site/Topographic Plan locating existing appurtenances and structures.
  - Demolition plan locating all items to be removed or to remain.
  - Site Plan, identifying locations of proposed appurtenances and structures, with final dimensions, stationing, coordinates, floor elevations verified with 100 year / 72 hour flood elevations, etc.
  - Utility Plans and details of interfaces between existing and new utilities.
  - Profiles of proposed and existing utilities with all conflicts resolved.
  - Drainage Plans and details.
  - Profiles of proposed and existing drainage structures.
  - Paving plans sections and details.
  - Grading plans.
  - Earthwork cross-sections.
  - Landscaping Plans and Details.
  - Signage and Pavement Marking Plans, including all applicable details.
- b. ARCHITECTURAL
- Drawings Title Sheet
  - Drawings Index Sheet
  - Drawings Legend Sheet
  - Architectural Site Plan
  - Floor plans
  - Roof Plan
  - Life Safety Plans
  - Enlarged Room Plans
  - Reflected Ceiling Plans
  - Furniture Plans
  - Plans of temporary barrier walls around work area(s).
  - Exterior Elevations
  - Building Sections
  - Interior Elevations
  - Wall Sections
  - Details
  - Door Schedule
  - Window Schedule
  - Finish Schedule
  - Phasing and Sequencing Plans
  - Other drawings required to fully convey the design intent for construction
- c. MECHANICAL
- Complete HVAC abbreviations, symbols, graphic indications, etc. Sheet.
  - Complete HVAC existing conditions/demolition plan(s) of project area.

- Complete HVAC Site Utility Plan, coordinated with Civil work.
- Complete HVAC/Mechanical floor, Roof and reflected ceiling plans.

d. PLUMBING

- Final updates to the drawings index sheet.
- Plumbing abbreviations, symbols, graphic indications, etc. Sheet.
- Plumbing existing conditions/demolition plan(s) of project area.
- Final Plumbing site utility plan showing source (location and connections), coordinated with Civil work.
- Final Plumbing Floor and Roof Plans.
- Final Plumbing Riser Diagrams.

e. STRUCTURAL

- Abbreviations, symbols, graphic indications, etc. Sheet.
- Foundation Plan(s), drawn to scale, dimensioned, and identified by marks.
- Dimensioned floor and roof framing plans showing and identifying all girders, beams, joists, columns and walls.
- Dimensioned enlarged plans and sections of all critical areas.
- Column, beam, structural wall and footing schedules.
- All necessary sections and details for typical and unique conditions.
- Structural Notes.

f. ELECTRICAL

- Electrical abbreviations, symbols, graphic indications, etc. Sheet.
- Electrical Site Plan.
- Power floor plan.
- Lighting floor plan.
- Electrical Schedules and Details.
- Electrical Riser and Special Systems Riser Diagrams.
- Special Systems Floor Plans.

g. FIRE PROTECTION / FIRE ALARM

- Fire Protection abbreviations, symbols, graphic indications, etc., sheet.
- Fire protection existing conditions/demolition plan(s) of project area.
- Updated Fire Protection Site Utility Plan, coordinated with Civil work.
- Updated Fire Protection Floor Plans.
- Other drawings may be required to convey the Engineer's full design intent.

b) Narrative (Updates on Design Criteria book)

c) Specifications

d) Submit drawings to Permitting Agencies

**Phase VI – Bidding and Award of Contract:**

- Prepare contractor Bid form.
- Pre-bid meeting at project site.
- Respond to pre-bid questions.
- Prepare addendum to include responses to pre-bid questions.
- Review of the GMP provided by the Contractor for compliance with the intent of the Construction Documents and the District's requirements.
- Review of bids by the A/Es and cost estimator.

**Phase VII – Construction Administration (26 months)**

- Attend bi-monthly site visits/meetings, review the quality of the executed work to determine, in general, if the work is proceeding in accordance with the Contract Documents. Architect / Engineer shall not be required to provide inspections or observe concealed work, nor shall the Architect be responsible for the means, methods, techniques or procedures of construction selected by Contractor(s). The Architect/Engineers certification that the completed project conforms to the construction documents will be based upon the certifications provided to us by the Building Department inspectors, other inspection agencies hired by the owner and the contractor.
- Respond to RFIs. Review and approve the Contractor's shop drawings, or take other appropriate action, but only for the limited purpose of checking for conformance with information given and the design concepts expressed in the contract documents.
- Evaluation of Change Requests, if any.
- Pay application reviews.
- Conduct Fundamental Commissioning
- Prepare substantial and final punch list, Substantial Conformance review, and Certification of Project (based upon review of submittals, visual observations, and inspection reports provided to the A/E).
- Prepare Final "As-Built" CAD files for owner based on Contractor's record drawings.

Project Number

Project

Proposer's Company Name

Loxahatchee River District - Jupiter Park Improvements - Phase 1

Carty Architecture

Fee Breakdown For Basic Design Professional Services																				
Staff Classification	Hourly Rate (\$)	Multiplier	Phase IA - Project Verification		Phase IB - Schematic Design		Phase II - 30% Construction Documents		Phase III - 60% Construction Documents		Phase IV - 90% Construction Documents		Phase V - 100% Construction Documents/Permitting		Phase VI - Bidding		Phase VII - Construction Administration 26 months		TOTAL	
			Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)
<b>Architecture</b>																				
Principal In Charge - Judy Carty	\$ 225.00		25	\$ 5,625.00	60	\$ 13,500.00	65	\$ 14,625.00	45	\$ 10,125.00	60	\$ 13,500.00	80	\$ 18,000.00	20	\$ 4,500.00	130	\$ 29,250.00	485	\$ 109,125.00
Sr Project Manager	\$ 85.00	2.90	25	\$ 6,162.50	60	\$ 14,790.00	45	\$ 11,092.50	45	\$ 11,092.50	80	\$ 19,720.00	80	\$ 19,720.00		\$ -		\$ -	335	\$ 82,577.50
Project Managers	\$ 79.00	2.90	80	\$ 18,328.00	80	\$ 18,328.00	160	\$ 36,656.00	240	\$ 54,984.00	240	\$ 54,984.00	120	\$ 27,492.00	65	\$ 14,891.50	780	\$ 178,698.00	1765	\$ 404,361.50
Project Architects (registered)	\$ 65.00	2.90	60	\$ 11,310.00	120	\$ 22,620.00	120	\$ 22,620.00	240	\$ 45,240.00	480	\$ 90,480.00	120	\$ 22,620.00	65	\$ 12,252.50	480	\$ 90,480.00	1685	\$ 317,622.50
Design Architect	\$ 50.00	2.90	80	\$ 11,600.00	160	\$ 23,200.00	240	\$ 34,800.00	240	\$ 34,800.00	240	\$ 34,800.00	80	\$ 11,600.00		\$ -		\$ -	1040	\$ 150,800.00
CADD Operator	\$ 45.00	2.90	80	\$ 10,440.00	160	\$ 20,880.00	480	\$ 62,640.00	960	\$ 125,280.00	960	\$ 125,280.00	480	\$ 62,640.00		\$ -	600	\$ 78,300.00	3720	\$ 485,460.00
BIM Manager	\$ 65.00	2.90		\$ -	40	\$ 7,540.00	40	\$ 7,540.00	80	\$ 15,080.00	320	\$ 60,320.00	160	\$ 30,160.00		\$ -		\$ -	640	\$ 120,640.00
Clerical/Administrative Support	\$ 35.00	2.90		\$ -		\$ -		\$ -		\$ -		\$ -	45	\$ 4,567.50	20	\$ 2,030.00	180	\$ 18,270.00	245	\$ 24,867.50
				\$ 63,465.50		\$ 120,858.00		\$ 189,973.50		\$ 296,601.50		\$ 399,084.00		\$ 196,799.50		\$ 33,674.00		\$ 394,998.00	9915	\$ 1,695,454.00
<b>Structural Engineering</b>																				
Principal In Charge - Aida Albaiza	\$ 248.40		5	\$ 1,242.00	4	\$ 993.60	12	\$ 2,980.80	12	\$ 2,980.80	8	\$ 1,987.20	2	\$ 496.80	2	\$ 496.80	28	\$ 6,955.20	73	\$ 18,133.20
Sr Project Manager	\$ 75.00	2.76		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Project Manager	\$ 65.00	2.76	5	\$ 897.00	5	\$ 897.00	16	\$ 2,870.40	16	\$ 2,870.40	25	\$ 4,485.00	16	\$ 2,870.40	2	\$ 358.80	80	\$ 14,352.00	165	\$ 29,601.00
Senior Engineer	\$ 65.00	2.76	15	\$ 2,691.00	16	\$ 2,870.40	25	\$ 4,485.00	25	\$ 4,485.00	35	\$ 6,279.00	16	\$ 2,870.40	16	\$ 2,870.40	80	\$ 14,352.00	228	\$ 40,903.20
Design Engineer	\$ 50.00	2.76		\$ -	40	\$ 5,520.00	120	\$ 16,560.00	120	\$ 16,560.00	160	\$ 22,080.00	80	\$ 11,040.00	4	\$ 552.00	120	\$ 16,560.00	644	\$ 88,872.00
CADD Operator	\$ 40.00	2.76		\$ -	40	\$ 4,416.00	120	\$ 13,248.00	120	\$ 13,248.00	160	\$ 17,664.00	80	\$ 8,832.00	4	\$ 441.60	80	\$ 8,832.00	604	\$ 66,681.60
Clerical/Administrative Support	\$ 40.00	2.76		\$ -	2	\$ 220.80		\$ -	5	\$ 552.00	5	\$ 552.00		\$ -		\$ -	60	\$ 6,624.00	72	\$ 7,948.80
				\$ 4,830.00		\$ 14,917.80		\$ 40,144.20		\$ 40,696.20		\$ 53,047.20		\$ 26,109.60		\$ 4,719.60		\$ 67,675.20	1786	\$ 252,139.80
<b>MEP Engineering</b>																				
Principal In Charge - Nate Hammond	\$ 208.00		2	\$ 416.00	2	\$ 416.00	8	\$ 1,664.00	6	\$ 1,248.00	16	\$ 3,328.00	6	\$ 1,248.00		\$ -	20	\$ 4,160.00	60	\$ 12,480.00
Project Manager	\$ 65.00	2.87	30	\$ 5,595.50	30	\$ 5,595.50	60	\$ 11,193.00	50	\$ 9,327.50	80	\$ 14,924.00	80	\$ 14,924.00	8	\$ 1,492.40	120	\$ 22,386.00	458	\$ 85,439.90
Senior Engineer	\$ 58.00	2.87	20	\$ 3,329.20	20	\$ 3,329.20	100	\$ 16,646.00	60	\$ 9,987.60	80	\$ 13,316.80	80	\$ 13,316.80	10	\$ 1,664.60	120	\$ 19,975.20	490	\$ 81,565.40
Design Engineer	\$ 50.00	2.87	17	\$ 2,439.50	17	\$ 2,439.50	120	\$ 17,220.00	240	\$ 34,440.00	240	\$ 34,440.00	160	\$ 22,960.00	12	\$ 1,722.00	240	\$ 34,440.00	1046	\$ 150,101.00
CADD Operator	\$ 35.00	2.87	12	\$ 1,205.40	12	\$ 1,205.40	60	\$ 6,027.00	120	\$ 12,054.00	80	\$ 8,036.00	40	\$ 4,018.00		\$ -	120	\$ 12,054.00	444	\$ 44,599.80
BIM Manager	\$ 50.00	2.87		\$ -		\$ -	60	\$ 8,610.00		\$ -		\$ -		\$ -		\$ -		\$ -	60	\$ 8,610.00
Clerical/Administrative Support	\$ 28.00	2.87	6	\$ 482.16	6	\$ 482.16	2	\$ 160.72	18	\$ 1,446.48	15	\$ 1,205.40	15	\$ 1,205.40		\$ -	80	\$ 6,428.80	142	\$ 11,411.12
				\$ 13,468.76		\$ 13,468.76		\$ 61,520.72		\$ 68,503.58		\$ 75,250.20		\$ 57,672.20		\$ 4,879.00		\$ 99,444.00	2700	\$ 394,207.22
<b>Landscape Architecture</b>																				
Principal In Charge - Jennie Rogers	\$ 200.00		2	\$ 400.00	8	\$ 1,600.00	4	\$ 800.00	4	\$ 800.00	4	\$ 800.00	4	\$ 800.00	2	\$ 400.00	8	\$ 1,600.00	36	\$ 7,200.00
Landscape Architect (registered)	\$ 65.00	2.85	6	\$ 1,111.50	8	\$ 1,482.00	16	\$ 2,964.00	16	\$ 2,964.00	16	\$ 2,964.00	8	\$ 1,482.00	2	\$ 370.50	80	\$ 14,820.00	152	\$ 28,158.00
Landscape Architect	\$ 60.00	2.85		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
CADD Operator	\$ 38.00	2.85	8	\$ 866.40	16	\$ 1,732.80		\$ -	16	\$ 1,732.80	16	\$ 1,732.80	16	\$ 1,732.80		\$ -		\$ -	72	\$ 7,797.60
Clerical/Administrative Support	\$ 30.00	2.85		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
				\$ 2,377.90		\$ 4,814.80		\$ 3,764.00		\$ 5,496.80		\$ 5,496.80		\$ 4,014.80		\$ 770.50		\$ 16,420.00	260	\$ 43,155.60
Sub-total Hours & Fee (Per Phase)			478.00	\$ 84,142.16	906.00	\$ 154,059.36	1873.00	\$ 295,402.42	2678.00	\$ 411,298.08	2,773.00	\$ 532,878.20	1,359.00	\$ 284,596.10	232.00	\$ 44,043.10	2,618.00	\$ 578,537.20	23,402.00	\$ 2,384,956.62
Additional Consultants (see attached for proposals)																				
Civil Engineering Phase 1 Scope																				\$ 297,300.97
Civil Engineering Water Main Extension																				\$ 101,977.41
Civil Engineering Conceptual Overall Stormwater Management Report and Permitting (Note: If this service is not elected then a \$32,541.72 should be added to the Phase 1 scope cost)																				\$ 129,534.39
Survey																				\$ 46,600.00
Geotechnical																				\$ 14,700.00
Cost Estimating																				\$ 79,858.46
New Site Electric Distribution with a new Emergency Generator and fuel storage tank for the Site																				\$ 86,318.34
Fuel Consultant																				\$ 25,750.00
Fundamental Commissioning																				\$ 20,000.00
TOTAL FEE																				\$ 3,166,996.19

Reimbursables Allowance

\$ 20,000.00

Project Number

Project

Proposer's Company Name

Loxahatchee River District - Jupiter Park Improvements - New Site Electric Distribution Due to Single Emergency Power Source with a new Emergency Generator and fuel storage tank for the Site

Carty Architecture

Fee Breakdown For Basic Design Professional Services																				
Staff Classification	Hourly Rate (\$)	Multiplier	Phase IA - Project Verification		Phase IB - Schematic Design		Phase II - 30% Construction Documents		Phase III - 60% Construction Documents		Phase IV - 90% Construction Documents		Phase V - 100% Construction Documents/Permitting		Phase VI - Bidding		Phase VII - Construction Administration 26 months		TOTAL	
			Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)
Architecture																				
Principal In Charge - Judy Carty	\$ 225.00			\$ -	1	\$ 225.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 225.00
Sr Project Manager	\$ 85.00	2.90	1	\$ 246.50	2	\$ 493.00	2	\$ 493.00		\$ -		\$ -		\$ -	1	\$ 246.50		\$ -	6	\$ 1,479.00
Project Managers	\$ 79.00	2.90	2	\$ 458.20	4	\$ 916.40	16	\$ 3,665.60	4	\$ 916.40	4	\$ 916.40	4	\$ 916.40		\$ -	5	\$ 1,145.50	39	\$ 8,934.90
Project Architects (registered)	\$ 65.00	2.90		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 942.50	5	\$ 942.50
Design Architect	\$ 50.00	2.90		\$ -	4	\$ 580.00	16	\$ 2,320.00	8	\$ 1,160.00	4	\$ 580.00	4	\$ 580.00		\$ -		\$ -	36	\$ 5,220.00
CADD Operator	\$ 45.00	2.90		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
BIM Manager	\$ 65.00	2.90		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Clerical/Administrative Support	\$ 35.00	2.90		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
				\$ 704.70		\$ 2,214.40		\$ 6,478.60		\$ 2,076.40		\$ 1,496.40		\$ 1,496.40		\$ 246.50		\$ 2,088.00	87	\$ 16,801.40
Structural Engineering																				
Principal In Charge - Aida Albaisa	\$ 248.40			\$ -	1	\$ 248.40		\$ -		\$ -	1	\$ 248.40	1	\$ 248.40		\$ -		\$ -	3	\$ 745.20
Sr Project Manager	\$ 75.00	2.76		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Project Manager	\$ 65.00	2.76		\$ -	2	\$ 358.80	2	\$ 358.80		\$ -		\$ -	2	\$ 358.80		\$ -	2	\$ 358.80	8	\$ 1,435.20
Senior Engineer	\$ 65.00	2.76		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Design Engineer	\$ 50.00	2.76		\$ -	5	\$ 690.00	5	\$ 690.00		\$ -		\$ -		\$ -		\$ -		\$ -	10	\$ 1,380.00
CADD Operator	\$ 40.00	2.76		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Clerical/Administrative Support	\$ 40.00	2.76		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
				\$ -		\$ 1,297.20		\$ 1,048.80		\$ -		\$ 248.40		\$ 607.20		\$ -		\$ 358.80	21	\$ 3,560.40
MEP Engineering - New Emergency Generator for Site																				
Principal In Charge - Nate Hammond	\$ 208.00			\$ -		\$ -	2	\$ 416.00	2	\$ 416.00	2	\$ 416.00	2	\$ 416.00		\$ -	4	\$ 832.00	12	\$ 2,496.00
Project Manager	\$ 65.00	2.87	2	\$ 373.10	2	\$ 373.10	4	\$ 746.20	4	\$ 746.20	4	\$ 746.20	4	\$ 746.20	2	\$ 373.10	10	\$ 1,865.50	32	\$ 5,969.60
Senior Engineer	\$ 58.00	2.87	4	\$ 665.84	4	\$ 665.84	4	\$ 665.84	4	\$ 665.84	4	\$ 665.84	4	\$ 665.84	4	\$ 665.84	12	\$ 1,997.52	40	\$ 6,658.40
Design Engineer	\$ 50.00	2.87	2	\$ 287.00	2	\$ 287.00	8	\$ 1,148.00	8	\$ 1,148.00	8	\$ 1,148.00	4	\$ 574.00	2	\$ 287.00	12	\$ 1,722.00	46	\$ 6,601.00
CADD Operator	\$ 35.00	2.87		\$ -		\$ -	8	\$ 803.60	8	\$ 803.60	8	\$ 803.60	4	\$ 401.80		\$ -	4	\$ 401.80	32	\$ 3,214.40
BIM Manager	\$ 50.00	2.87		\$ -		\$ -	2	\$ 287.00	2	\$ 287.00	2	\$ 287.00	2	\$ 287.00		\$ -	12	\$ 1,722.00	20	\$ 2,870.00
Clerical/Administrative Support	\$ 28.00	2.87		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 160.72		\$ -	2	\$ 160.72
				\$ 1,325.94		\$ 1,325.94		\$ 4,066.64		\$ 4,066.64		\$ 4,066.64		\$ 3,090.84		\$ 1,486.66		\$ 8,540.82	184	\$ 27,970.12
MEP Engineering - New Site Electric Distribution Due to Single Emergency Power Source																				
Principal In Charge - Nate Hammond	\$ 208.00			\$ -		\$ -	2	\$ 416.00	2	\$ 416.00	2	\$ 416.00	2	\$ 416.00		\$ -	4	\$ 832.00	12	\$ 2,496.00
Project Manager	\$ 65.00	2.87	4	\$ 746.20	4	\$ 746.20	6	\$ 1,119.30	6	\$ 1,119.30	6	\$ 1,119.30	6	\$ 1,119.30	2	\$ 373.10	14	\$ 2,611.70	48	\$ 8,954.40
Senior Engineer	\$ 58.00	2.87	4	\$ 665.84	8	\$ 1,331.68	8	\$ 1,331.68	8	\$ 1,331.68	8	\$ 1,331.68	6	\$ 998.76	4	\$ 665.84	16	\$ 2,663.36	62	\$ 10,320.52
Design Engineer	\$ 50.00	2.87	4	\$ 574.00	4	\$ 574.00	8	\$ 1,148.00	8	\$ 1,148.00	8	\$ 1,148.00	6	\$ 861.00		\$ -	16	\$ 2,296.00	54	\$ 7,749.00
CADD Operator	\$ 35.00	2.87		\$ -		\$ -	12	\$ 1,205.40	12	\$ 1,205.40	12	\$ 1,205.40	6	\$ 602.70		\$ -	8	\$ 803.60	50	\$ 5,022.50
BIM Manager	\$ 50.00	2.87		\$ -		\$ -	2	\$ 287.00	2	\$ 287.00	2	\$ 287.00	2	\$ 287.00	2	\$ 287.00	14	\$ 2,009.00	24	\$ 3,444.00
Clerical/Administrative Support	\$ 28.00	2.87		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
				\$ 1,986.04		\$ 2,651.88		\$ 5,507.38		\$ 5,507.38		\$ 5,507.38		\$ 4,284.76		\$ 1,325.94		\$ 11,215.66	250	\$ 37,986.42
Sub-total Hours & Fee (Per Phase)			23.00	\$ 4,016.68	43.00	\$ 7,489.42	107.00	\$ 17,101.42	78.00	\$ 11,650.42	75.00	\$ 11,318.82	59.00	\$ 9,479.20	19.00	\$ 3,059.10	138.00	\$ 22,203.28	1,084.00	\$ 86,318.34
TOTAL FEE																			\$	86,318.34

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



June 18, 2025 *(Revised June 26, 2025)*

SENT VIA E-MAIL to  
jcarty@cartyarchitecture.com

Judy Carty, AIA, NCARB, LEED AP  
**Carty Architecture**  
2655 LeJeune Rd, Suite 607  
Coral Gables, FL 33134

**Subject: LRD Jupiter Park Dr Phase I Improvements**  
**CMA Proposal No. 25-0160.P000.002**

Dear Ms. Carty:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering for the above-referenced project.

#### **PROJECT INTRODUCTION**

CMA is part of Carty Architecture's team of consultants in Carty Architecture's Request for Qualifications (RFQ) submittal for the above referenced project. Carty Architecture was selected under the RFQ and has now requested a proposal to provide civil engineering services for the project scope. This project will be delivered by traditional Design-Bid-Build methodology with the parties including:

Loxahatchee River District (LRD) as the "Owner"  
Carty Architecture (CA) as the "Client"  
Chen Moore and Associates (CMA) as the "Consultant"

The project includes design, permitting, bidding, and engineering services during construction for an approximately 11,000 square foot warehouse and secured yard, 10,700 square foot maintenance facility, 6,000 square foot maintenance laydown and covered storage, 6,000 square foot collection department storage yard, and 6,000 square foot construction storage yard, as well as associated fleet parking and security fencing. The proposed facilities will be integrated into the existing site. The project site is located at 2500 Jupiter Park Drive, Jupiter, FL 33458, located in Palm Beach County within the northwest quarter of Section 10, Township 41S, Range 42E. The overall property area is approximately 162 acres. The Phase I improvements are limited to the northwest quadrant of the site and cover approximately 10 acres.

CMA shall serve as the Civil Engineer of Record.

Per coordination with the Client, the phases of the project are as follows:

- Schematic Design
- 30% Construction Documents
- 60% Construction Documents
- 90% Construction Documents

- Permitting
- 100% Construction Documents
- Bidding Assistance
- Engineering Services During Construction

The scope of services is described in further detail below.

### **PROJECT STAFFING**

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Jose L. Acosta, P.E.  
QA/QC Manager – Patrick D. Kaimrajh, P.E.  
Project Manager – Sathvika Ramaji, P.E.  
Associate Engineer – Arnaldo Roman, E.I.  
Senior Designer – Joseph Hall, E.I.  
Senior Construction Specialist – Jose McCray  
Construction Specialist – Bryan Cullop

### **SCOPE OF SERVICES**

The scope of services our firm shall provide as per our recent discussions is as follows:

#### **Task 1 – Schematic Design**

- Consultant shall prepare packages with GIS based maps to acquire available information from the utility providers for water, sewer, drainage, power, gas, cable as appropriate to acquire existing information.
- Consultant shall review survey, as-builts from local utilities and field verify locations as per available accessibility.
- Consultant shall coordinate with Owner to obtain information pertaining to existing pipelines associated with the treatment processes (i.e. yard piping).
- Consultant shall prepare preliminary water and sewer demand calculations for the proposed buildings.
- Consultant shall review site plan prepared by Client to identify considerations for civil engineering, including
  - Stormwater Management System
  - Site Grading
  - Potable Water and Fire Protection
  - Sanitary Sewer Service
  - Vehicular circulation

- Consultant shall assist in preparation of the Design Development Report for sections relating to the civil engineering scope.
- Consultant shall attend up to four (4) meetings with the Owner/Client for project coordination.
- *Task 1 Deliverables include the following:*
  - Design Development Report (DDR) – Civil Engineering Components only
  - Utility Coordination Summary

#### **Task 2 – 30% Construction Documents**

- Consultant shall review updated site plan prepared by Client to identify considerations for civil engineering, including
  - Stormwater Management System
  - Site Grading
  - Potable Water and Fire Protection
  - Sanitary Sewer Service
  - Vehicular circulation
- Consultant shall prepare a schematic engineering plan to the 30% level including existing conditions/demolition plans, initial stormwater layout, and initial details/cross-sections for the project.
- Consultant shall prepare preliminary stormwater calculations to prepare the initial stormwater management system layout.
- Consultant shall coordinate and conduct vehicle movement analysis (e.g. AutoDesk Vehicle Tracking) for site circulation based on the requested routes provided by the Owner and Client. Custom vehicle information, if required, is to be provided by the Owner and Client in a timely manner.
- Consultant shall update the DDR to reflect the 30% design.
- Consultant shall provide a preliminary Table of Contents for the Technical Specifications for the onsite civil engineering components.
- Consultant shall attend up to four (4) meetings with the Owner/Client for project coordination.
- *Task 2 Deliverables include the following:*
  - 30% Design Plans
  - 30% DDR updates
  - Technical Specifications Table of Contents
  - Vehicle Tracking Exhibits

#### **Task 3 – 60% Construction Documents**

- Upon receipt of formal approval of the 30% design layouts and DDR, Consultant shall prepare design plans to a 60% level and adjust the design accordingly. Consultant shall prepare 60% design level plans and documents which are anticipated to include general notes and abbreviations, existing conditions plan, demolition plan, paving, grading, and drainage plan, cross sections,

pavement markings and signage plan, erosion and sedimentation control plan, and construction details.

- Consultant shall prepare initial stormwater calculations including water quality, water quantity, nutrient loading, and pre-condition vs. post-condition analysis for the 10-year, 25-year, 100-year, and 500-year design storm events.
- Consultant shall prepare 60% level technical specifications for onsite civil engineering components.
- Consultant shall attend up to two (2) pre-application meetings with the Authorities Having Jurisdiction (AHJs) listed under Task 5 Permitting.
- Consultant shall attend up to four (4) meetings with the Owner/Client for project coordination.
  
- *Task 3 Deliverables include the following:*
  - 60% Design Plans
  - 60% DDR Updates
  - 60% Technical Specifications
  - Draft Stormwater Management Report
  - Pre-application Meeting Minutes

#### **Task 4 – 90% Construction Documents**

- Consultant shall review and respond to Client/Owner comments from the previous submittal and update portions of the DDR, as appropriate.
- Consultant shall evaluate the updated site plan (provided by the Client) for civil engineering purposes and coordinate revisions with Architect for submittal.
- Consultant shall attend up to four (4) meetings with the Owner/Client for project coordination.
- Consultant shall prepare Stormwater Management Report sufficient to submit for permit to the identified AHJs.
- Consultant shall prepare Stormwater Operations and Maintenance (O&M) Manual including O&M cost estimate for the purposes of permitting.
- Consultant shall prepare 90% civil engineering plans for the purpose of Owner review and interdisciplinary coordination and to submit for permit, which are anticipated to include general notes and abbreviations, existing conditions plan, demolition plan, paving, grading, and drainage plan, cross sections, pavement markings and signage plan, erosion and sedimentation control plan, and construction details.
- Consultant shall prepare 90% technical specifications pertaining to onsite civil engineering.
  
- *Task 4 Deliverables include the following:*
  - 90% Design Plans
  - 90% DDR Updates
  - 90% Technical Specifications
  - Stormwater Management Report
  - Stormwater O&M Manual and Cost Estimate

### Task 5 – Permitting

- Consultant shall prepare and submit permit applications related to onsite civil engineering.
- The AHJs requiring government permitting are anticipated to be:
  - Palm Beach County
    - Planning & Zoning
    - Building Department
  - Town of Jupiter
    - Engineering/Utilities (for connection to water and sewer utilities within Town of Jupiter rights-of-way)
  - South Florida Water Management District
    - Environmental Resource Permitting (delegated by FDEP) Individual Permit for Phase I work only, in conjunction with Phase I and Phase II Conceptual Approval Permit included in Additional Service #1
- Consultant shall review and respond AHJ comments and revise plans, as applicable.
- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.
- Client shall submit planning & zoning and building department submittals. Consultant shall supply components pertaining to civil engineering.
- *Task 5 Deliverables include the following:*
  - Permit applications related to onsite civil engineering components
  - Comment response letters and associated permitting resubmittals in furtherance of obtaining required permits

### Task 6 – 100% Construction Documents

- Consultant shall review and respond to Client/Owner comments from the previous submittal and update portions of the DDR, as appropriate.
- Consultant shall evaluate the updated site plan (provided by the Client) for civil engineering purposes and coordinate revisions with Architect for submittal.
- Consultant shall attend up to two (2) meetings with the Owner/Client for project coordination.
- Consultant shall prepare 100% civil engineering plans for the purpose of preparation of final construction plans, which are anticipated to include general notes and abbreviations, existing conditions plan, demolition plan, paving, grading, and drainage plan, cross sections, pavement markings and signage plan, erosion and sedimentation control plan, and construction details.
- Consultant shall prepare 100% technical specifications pertaining to onsite civil engineering.
- *Task 6 Deliverables include the following:*
  - 100% Design Plans
  - 100% DDR Updates
  - 100% Technical Specifications

### **Task 7 – Bidding Assistance**

- Consultant shall review the Owner's Invitation to Bid and provide comments pertaining to the civil engineering components of the project.
- Consultant shall review and respond to questions from prospective bidders pertaining to civil engineering.
- Consultant shall issue revised construction documents as addenda, as necessary.
- Consultant shall review bids pertaining to civil engineering and prepare a written evaluation, if requested.
- Consultant shall issue a conformed set of the 100% Construction Documents incorporating revisions related to bidding.
- *Task 7 Deliverables include the following:*
  - Bid Requests for Information (RFI) responses
  - Bid Addenda, as necessary
  - Conformed 100% Construction Documents, if required
  - Written bid evaluation, if requested

### **Task 8 – Engineering Services during Construction**

- Preconstruction:
  - Consultant shall attend up to one (1) pre-construction conference.
  - Consultant shall review shop drawing submittals pertaining to civil engineering.
- Construction Observation:
  - Consultant shall review and respond to Contractor RFIs pertaining to civil engineering.
  - Consultant shall perform up to twenty (20) field visits for the purpose of observing the installation of civil engineering related components of the project.
  - Additional visits beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Certification and Closeout
  - Consultant shall attend up to one (1) substantial completion walkthrough for the purpose of generating a closeout punch list.
  - Consultant shall review Contractor-provided signed and sealed as-builts of civil engineering components.
  - Consultant shall attend up to one (1) final walkthrough for the purpose of verifying closeout punch list items have been addressed.
  - Consultant shall assist in the permit closeout for the AHJs noted above, including the preparation of a statement of substantial conformance with the permit documents.
- *Task 8 Deliverables include the following:*
  - Shop drawing submittal reviews
  - RFI responses
  - Substantial completion punch list
  - Statements of substantial conformance with permit documents for permit closeout, as needed

**The basis for the above scope of services and associated fee(s) are based on the following:**

- Reimbursables shall be handled as a separate item.
- Conceptual stormwater management plan and ERP Conceptual Approval Permit will be handled via separate Additional Service Agreement.
- Onsite water main, force main, and private grinder pump station improvements will be handled via separate Additional Service Agreement.
- Attendance at meetings with the Client, Owner, or Contractor held at regular intervals (weekly, biweekly, monthly, etc.) is excluded from this proposal. If such meetings are required, they shall be rendered as an Additional Service.
- This project is to be constructed in a single phase. Phased design, permitting, and construction may require an Additional Service.
- Preparation and review of cost estimates or Opinions of Probable Cost are excluded from this proposal.
- Master planning or permitting related to future phases is excluded from this proposal.
- Client shall provide submittal fees for government agencies.
- Surveying, geotechnical investigation, environmental site assessments, and traffic studies are to be performed by the Client.
- If any off-site utilities (potable water, sanitary sewer, stormwater) or off-site roadway improvements are required, their design, permitting, and construction services shall be rendered as an Additional Service.
- Driveway improvements shall be limited to within the property limits. If any driveway improvements within the right-of-way are required, they shall be rendered as an Additional Service.
- Tree removal permitting is excluded from this proposal.
- Wetland permitting and mitigation is excluded from this proposal.
- Environmental investigation and monitoring is excluded from this proposal.
- Franchise utility (such as FPL, telecom, and natural gas) relocation and/or service design shall be by others.
- Structural, mechanical, electrical, site lighting, and plumbing design are excluded from this scope of services. Consultant assumes the design team's other design professionals will be available to provide services for any site amenities such as structural slabs, power supply, etc.
- Communications infrastructure is excluded from this proposal.
- Grease traps and oil/water separators are excluded from this proposal.
- Fuel and gas infrastructure is excluded from this proposal.
- Design or selection of security fencing and gates is excluded from this proposal.
- Sustainability certification (including but not limited to LEED, SITES, Envision, Green Globes, Florida Green, etc.) is not included in this proposal.
- Preparation of grant funding applications or documentation is not included in this proposal.
- No known environmental concerns on the subject property.
- All landscape architecture and irrigation services are excluded from this proposal.
- Construction management services are not included in this proposal.
- Preparation of Maintenance of Traffic/Temporary Traffic Control Plans and construction staging/phasing plans are excluded from this proposal.
- Contractor to obtain any necessary NPDES NOI permits.

- Contractor to prepare any dewatering plans/calculations and obtain any necessary dewatering or water use permits.
- Contractor to obtain right-of-way permits for construction.
- Contractor shall submit “rock” as-builts prior to installing pavement surface asphalt and/or concrete.
- Client shall require site contractor to prepare final as-builts (prepared by a licensed surveyor) for our review as part of the construction administration services phase.

**Information to be provided by the Client:**

- A signed and sealed boundary and topographic survey and associated digital CAD file.
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client’s possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments.
- Legal description of the site.

**SCHEDULE AND FEES**

Consultant shall schedule work upon receipt of signed approval for this project as required. Per discussions with Client, the goal is to start immediately upon notice to proceed and official authorization from the Client.

The total lump sum fee for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>
Task 1	Schematic Design	\$28,005.19
Task 2	30% Construction Documents	\$44,695.03
Task 3	60% Construction Documents	\$52,967.04
Task 4	90% Construction Documents	\$46,862.39
Task 5	Permitting	\$21,134.60
Task 6	100% Construction Documents	\$24,749.81
Task 7	Bidding Assistance	\$18,046.87
Task 8	Engineering Services During Construction	\$60,839.83
	<b>PROJECT TOTAL</b>	<b>\$297,300.76</b>

Reimbursable expenses requested by the Client shall be invoiced as defined in our General Conditions/Provisions attached to this agreement.

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



Should you have any questions, please do not hesitate to contact me at my office at (786) 497-1500 ext. 1123, my cell phone at (305) 989-5311 or send me an electronic message at [sramaji@chenmoore.com](mailto:sramaji@chenmoore.com).

Respectfully submitted,

A handwritten signature in blue ink, which appears to read 'Sathvika D. Ramaji', is written over a faint, light blue circular stamp.

CHEN MOORE AND ASSOCIATES  
Sathvika D. Ramaji, P.E.  
Project Engineer – Civil

SDR/pdk

Attachment(s):           Exhibit A and B

## EXHIBIT A

### GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

#### **1.0 Standard of Care**

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

#### **2.0 Basic Services**

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

#### **3.0 Additional Services**

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

#### **4.0 Client Responsibilities**

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

#### **5.0 Compensation**

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

#### **6.0 Permit, Agency and Application Fees**

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

#### **7.0 Collection Costs**

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect

any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

#### **8.0 Reimbursables**

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

#### **9.0 Taxes**

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

#### **10.0 Indemnification**

- a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.
- d) Client shall require that Contractor indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of its contract with Client. In addition, Client shall require that Contractor endorse Consultant as an Additional Insured to the same extent Client is endorsed by Contractor as an Additional Insured. Consultant shall be an express third-party beneficiary of the contract between Client and Contractor solely for the limited purpose of this indemnification and insurance requirement.

#### **11.0 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT.**

#### **12.0 Instruments of Service Ownership**

- a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

#### **13.0 Governing Law**

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

#### **14.0 Mediation/Dispute Resolution**

- a) To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that, prior to filing a lawsuit, all disputes, arising out of the Agreement or otherwise pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

#### **15.0 Delays**

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

#### **16.0 Termination**

The Agreement and the obligation to provide further services under the Agreement either party may terminate this Agreement upon seven (7) days written notice, during which period the non-terminating party fails to cure a material or substantial breach of a provision of this Agreement. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

#### **17.0 Renegotiation of Fees**

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

#### **18.0 Construction Phase**

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, have any authority, duty or responsibility to supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any authority, duty or responsibility for, or control over, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

#### **19.0 Signage**

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

#### **20.0 Notice**

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

##### FOR CMA

Peter Moore P.E., President  
Chen Moore and Associates  
500 W. Cypress Creek Road, Suite 630  
Fort Lauderdale, FL 33309

#### **21.0 Successors and Assigns**

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

#### **22.0 Force Majeure**

Except with respect to payment obligations under this Agreement, neither party will be liable for any breach or failure to perform under this Agreement or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, acts of God or public enemy or terrorist act, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, pandemics, or any other cause or conditions beyond such party's reasonable control; provided, however, that the party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this Agreement immediately upon the cessation of such cause(s).

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



**EXHIBIT B**

***AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION***

CMA Project Name: LRD Jupiter Park Dr Phase I  
Client Name: Carty Architecture  
Client Contact: Judy Carty, AIA, NCARB, LEED AP  
Client Address: 2655 S Le Jeune Road, Suite 607, Coral Gables, FL 33134  
Client Phone/Fax: (786) 717-7100 ext. 203  
Client E-mail: [jcarty@cartyarchitecture.com](mailto:jcarty@cartyarchitecture.com)

CMA Proposal No. 25-0160.P000.002  
Agreement Date: June 18, 2025 (Revised June 26, 2025)

FEE: Lump Sum of \$297,300.76.

The undersigned agree to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

**CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**CARTY ARCHITECTURE (CLIENT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



June 18, 2025 *(Revised August 6, 2025)*

SENT VIA E-MAIL to  
jcarty@cartyarchitecture.com

Judy Carty, AIA, NCARB, LEED AP  
**Carty Architecture**  
2655 LeJeune Rd, Suite 607  
Coral Gables, FL 33134

**Subject: LRD Jupiter Park Dr Phase I Improvements – Water Main Extension**  
**CMA Proposal No. 25-0160.P000.002 AS02 (Rev 01)**

Dear Ms. Carty:

Chen Moore and Associates (CMA) is pleased to submit the attached additional service Agreement for Professional Services and Scope of Services to assist your team with the civil engineering for the above-referenced project.

#### **PROJECT INTRODUCTION**

The project introduction from the base proposal dated 06/18/2025 remains the same. This additional service proposal addresses the scope of work described below.

Based on review of the existing onsite utilities information available at the time of preparing the proposal, CMA anticipates that the proposed buildings will require a water main extension for both domestic and fire service. Per direction from the Owner, design of a private pump station and force main is not required under the scope of this Additional Service Proposal as the Owner has confirmed that the existing sewer system has sufficient capacity for the proposed facilities. As such, the design of a gravity sewer lateral connecting to an existing pump station or existing gravity sewer main (as directed by the Owner) will be included in the base scope of services.

CMA shall serve as the Civil Engineer of Record.

Per coordination with the Client, the phases of the project are as follows:

- Schematic Design
- 30% Construction Documents
- 60% Construction Documents
- 90% Construction Documents
- Permitting
- 100% Construction Documents
- Engineering Services During Construction

The scope of services is described in further detail below.

3150 SW 38<sup>th</sup> Avenue, Suite 950  
 Miami, FL 33146  
 Office: +1 (786) 497-1500



## **PROJECT STAFFING**

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Jose L. Acosta, P.E.  
 QA/QC Manager – Patrick D. Kaimrajh, P.E.  
 Project Manager – Sathvika Ramaji, P.E.  
 Associate Engineer – Arnaldo Roman, E.I.  
 Senior Designer – Joseph Hall, E.I.  
 Senior Construction Specialist – Jose McCray  
 Construction Specialist – Bryan Cullop

## **SCOPE OF SERVICES**

The scope of services our firm shall provide per our recent discussions is as follows:

### **Task AS02.1 – WM Schematic Design**

- Consultant shall prepare fire flow demand calculations per NFPA to determine the required fire flow. Consultant shall coordinate with the Client and their plumbing engineering subconsultant to determine the peak domestic water demands for the proposed buildings.
- Consultant shall research any existing permits related to potable water main.
- Consultant shall prepare a conceptual design of the proposed water main extensions, including preliminary connection points, general horizontal location of pipeline, and locations of the fire hydrants, backflow preventers, meters, and fire department connections.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- *Task AS02.1 Deliverables include the following:*
  - Conceptual Water Main Design

### **Task AS02.2 – WM 30% Construction Documents**

- Consultant shall prepare a schematic engineering plan to the 30% level including existing conditions/demolition plans, water main extension layout, and water service layout for the project.
- Consultant shall attend up to three (3) pre-design meetings with the Authorities Having Jurisdiction (AHJs) listed under task AS02.5 Permitting.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- *Task AS02.2 Deliverables include the following:*
  - 30% Water Main Design Plans
  - Pre-Design meeting minutes

### **Task AS02.3 – WM 60% Construction Documents**

- Consultant shall review and respond to Client/Owner comments from the previous submittal, as appropriate.
- Upon receipt of formal approval of the 30% design layouts and connection points, Consultant shall prepare design plans to a 60% level and adjust the design accordingly. Consultant shall prepare 60% design level plans and documents which are anticipated to include water main plan, water main profiles with crossing utilities identified, and water main and appurtenance details.
- Consultant shall prepare hydraulic calculations for sizing the potable water main extension for domestic and fire protection.
- Consultant shall attend up to three (3) pre-application meetings with the AHJs listed under Task AS02.5 Permitting.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- *Task AS02.3 Deliverables include the following:*
  - 60% Water Main Design Plans
  - Pre-application meeting minutes

### **Task AS02.4 – WM 90% Construction Documents**

- Consultant shall review and respond to Client/Owner comments from the previous submittal, as appropriate.
- Upon receipt of formal approval of the 60% design, Consultant shall prepare design plans to a 90% level and adjust the design accordingly. Consultant shall prepare 90% design level plans and documents which are anticipated to include water main plan, water main profiles, and water main and appurtenance details.
- Consultant shall update hydraulic calculations for sizing the potable water main extension for domestic and fire protection, as required.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- *Task AS02.4 Deliverables include the following:*
  - 90% Water Main Design Plans

### **Task AS02.5 – WM Permitting**

- Consultant shall prepare and submit permit applications related to the water main extension.
- The AHJs requiring government permitting are anticipated to be:
  - Florida Department of Health/Palm Beach County Health Department
  - Local Water Utility (for any portion of the water main that is public)
  - Local Fire Department (to review fire hydrant coverage for water main extensions)
- Consultant shall review and respond AHJ comments and revise plans, as applicable.
- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.

- *Task AS02.5 Deliverables include the following:*
  - Permit applications related to water main extension
  - Comment response letters, as required
  - Revised permit plans in furtherance of issuing required permits for water main

#### **Task AS02.6 – WM 100% Construction Documents**

- Consultant shall review and respond to Client/Owner comments from the previous submittal, as appropriate.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- Consultant shall prepare 100% civil engineering plans for the purpose of preparation of final construction plans, which are anticipated to include water main plan, water main profiles, and water main and appurtenance details.
- *Task AS02.6 Deliverables include the following:*
  - 100% Design Water Main Plans

#### **Task AS02.7 – NOT USED**

#### **Task AS02.8 – WM Engineering Services during Construction**

- Preconstruction:
  - Consultant shall review shop drawing submittals pertaining to the water main extension.
- Construction Observation:
  - Consultant shall review and respond to Contractor RFIs pertaining to civil engineering.
  - Consultant shall perform up to four (4) field visits for the purpose of observing the following:
    - Water Main Installation
    - Water Main Pressure Testing
    - Water Main Bacteriological Testing
  - Additional visits beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Certification and Closeout
  - Consultant shall observe items related to the scope of this additional service agreement during the substantial completion walkthrough for the overall project for the purpose of including in the overall project closeout punch list.
  - Consultant shall review Contractor-provided signed and sealed as-builts of the water main components.
  - Consultant shall observe items related to the scope of this additional service agreement during the final completion walkthrough for the overall project for the purpose of verifying closeout punch list items have been addressed.
  - Consultant shall assist in the permit closeout for the AHJs noted above, including the preparation of a statement of substantial conformance with the permit documents.
- *Task AS02.8 Deliverables include the following:*
  - Shop drawing submittal reviews

- RFI responses
- Inclusion of water main extension items in Substantial completion punch list
- Statements of substantial conformance with permit documents for permit closeout, as needed

**The basis for the above scope of services and associated fee(s) are based on the same assumptions as in the base proposal dated 06/18/2025, with the following additions:**

- The design of gravity sewer main, force main, and pump stations is excluded from the scope of this proposal.
- Hydraulic calculations related to gravity sewer main, force main, and pump stations are excluded from the scope of this proposal.

**Information to be provided by the Client:**

- A signed and sealed boundary and topographic survey and associated digital CAD file.
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments.
- Legal description of the site.

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### **SCHEDULE AND FEES**

Consultant shall schedule work upon receipt of signed approval for this project as required. Per discussions with Client, the goal is to start immediately upon notice to proceed and official authorization from the Client.

The total lump sum fee for this project will be divided as follows:

<b><u>Task(s)</u></b>	<b><u>Task Description</u></b>	<b><u>Lump Sum Fees</u></b>
Task AS02.1	WM Schematic Design	\$6,235.34
Task AS02.2	WM 30% Construction Documents	\$16,139.88
Task AS02.3	WM 60% Construction Documents	\$22,617.85
Task AS02.4	WM 90% Construction Documents	\$14,110.80
Task AS02.5	WM Permitting	\$17,545.01
Task AS02.6	WM 100% Construction Documents	\$7,585.21
Task AS02.7	NOT USED	\$0.00
Task AS02.8	WM Engineering Services During Construction	\$17,743.32
	<b>PROJECT TOTAL</b>	<b>\$101,977.41</b>

Reimbursable expenses requested by the Client shall be invoiced as defined in our General Conditions/Provisions attached to this agreement.

Should you have any questions, please do not hesitate to contact me at my office at (786) 497-1500 ext. 1123, my cell phone at (305) 989-5311 or send me an electronic message at [sramaji@chenmoore.com](mailto:sramaji@chenmoore.com).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Sathvika D. Ramaji", is written over a faint, larger signature.

CHEN MOORE AND ASSOCIATES  
Sathvika D. Ramaji, P.E.  
Project Engineer – Civil

SDR/pdk

Attachment(s):           Exhibit A and B

**EXHIBIT A**

**GENERAL CONDITIONS/PROVISIONS**

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

**1.0 Standard of Care**

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

**2.0 Basic Services**

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

**3.0 Additional Services**

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

**4.0 Client Responsibilities**

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

**5.0 Compensation**

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

**6.0 Permit, Agency and Application Fees**

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

**7.0 Collection Costs**

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

#### **8.0 Reimbursables**

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

#### **9.0 Taxes**

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

#### **10.0 Indemnification**

- a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.
- d) Client shall require that Contractor indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of its contract with Client. In addition, Client shall require that Contractor endorse Consultant as an Additional Insured to the same extent Client is endorsed by Contractor as an Additional Insured. Consultant shall be an express third-party beneficiary of the contract between Client and Contractor solely for the limited purpose of this indemnification and insurance requirement.

#### **11.0 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT.**

#### **12.0 Instruments of Service Ownership**

- a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

### **13.0 Governing Law**

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

### **14.0 Mediation/Dispute Resolution**

- a) To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that, prior to filing a lawsuit, all disputes, arising out of the Agreement or otherwise pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

### **15.0 Delays**

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

### **16.0 Termination**

The Agreement and the obligation to provide further services under the Agreement either party may terminate this Agreement upon seven (7) days written notice, during which period the non-terminating party fails to cure a material or substantial breach of a provision of this Agreement. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

### **17.0 Renegotiation of Fees**

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

### **18.0 Construction Phase**

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, have any authority, duty or responsibility to supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any

authority, duty or responsibility for, or control over, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.

- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

#### **19.0 Signage**

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

#### **20.0 Notice**

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

##### FOR CMA

Peter Moore P.E., President  
Chen Moore and Associates  
500 W. Cypress Creek Road, Suite 630  
Fort Lauderdale, FL 33309

#### **21.0 Successors and Assigns**

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

#### **22.0 Force Majeure**

Except with respect to payment obligations under this Agreement, neither party will be liable for any breach or failure to perform under this Agreement or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, acts of God or public enemy or terrorist act, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, pandemics, or any other cause or conditions beyond such party's reasonable control; provided, however, that the party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this Agreement immediately upon the cessation of such cause(s).

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**EXHIBIT B**

***AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION***

CMA Project Name: LRD Jupiter Park Dr Phase I – Water and Sewer Main Extensions  
Client Name: Carty Architecture  
Client Contact: Judy Carty, AIA, NCARB, LEED AP  
Client Address: 2655 S Le Jeune Road, Suite 607, Coral Gables, FL 33134  
Client Phone/Fax: (786) 717-7100 ext. 203  
Client E-mail: [jcarty@cartyarchitecture.com](mailto:jcarty@cartyarchitecture.com)

CMA Proposal No. 25-0160.P000.002 AS02  
Agreement Date: June 18, 2025 (Revised 7/6/2025)

FEE: Lump Sum of \$101,977.41.

The undersigned agree to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

**CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**CARTY ARCHITECTURE (CLIENT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

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Miami, FL 33146  
Office: +1 (786) 497-1500



June 18, 2025 (Revised June 26, 2025)

SENT VIA E-MAIL to  
jcarty@cartyarchitecture.com

Judy Carty, AIA, NCARB, LEED AP  
**Carty Architecture**  
2655 LeJeune Rd, Suite 607  
Coral Gables, FL 33134

**Subject: LRD Jupiter Park Dr Phase I & II – Conceptual Overall Stormwater Management Report and Permitting**  
**CMA Proposal No. 25-0160.P000.002 AS01**

Dear Ms. Carty:

Chen Moore and Associates (CMA) is pleased to submit the attached Additional Service Agreement for Professional Services and Scope of Services to assist your team with the civil engineering for the above-referenced project.

#### **PROJECT INTRODUCTION**

The project introduction from the base proposal dated 06/18/2025 remains the same. This additional service proposal addresses the scope of work described below.

As the property does not have an approved stormwater permit or stormwater master plan for the phased development described in the 2500 Jupiter Park Drive Conceptual Site Planning Memorandum dated June, 2024, the Client has requested that CMA prepare a stormwater master plan and obtain a Conceptual Approval Permit from South Florida Water Management District for the proposed Phase I and Phase II improvements.

If the Owner does not wish to pursue the Conceptual Approval Permit, alternate tasks will be required for the additional work required to obtain the Individual Permit for Phase I work that may have been covered under the Conceptual Overall Stormwater Report and Conceptual Approval Permit.

Per coordination with the Client, the phases of the project are as follows:

- Existing Stormwater System Research and Modeling
- Preliminary Stormwater Model and Narrative
- Draft Conceptual Overall Stormwater Management Report
- Conceptual Overall Stormwater Management Report
- Stormwater Conceptual Permitting

The scope of services is described in further detail below.

## **PROJECT STAFFING**

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Jose L. Acosta, P.E.  
QA/QC Manager – Patrick D. Kaimrajh, P.E.  
Project Manager – Sathvika Ramaji, P.E.  
Engineer – Arnaldo Roman, E.I.  
Senior Designer – Loraine Daniel

## **SCOPE OF SERVICES**

The scope of services our firm shall provide as per our recent discussions is as follows:

### **Task AS01.1 – Existing Stormwater System Research**

- Consultant shall coordinate with the Owner to understand the existing stormwater system.
- Consultant shall review survey, as-builts from Owner and field verify locations as per available accessibility.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- Consultant shall prepare a stormwater model for the existing stormwater system.
- *Task AS01.1 Deliverables include the following:*
  - Existing Stormwater Model

### **Task AS01.2 – Preliminary Stormwater Model and Narrative**

- Consultant shall prepare a preliminary stormwater model for the proposed overall stormwater management system for Phase I and Phase II.
- Consultant shall prepare a narrative describing the preliminary stormwater model.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- Consultant shall attend up to one (1) pre-design meeting with South Florida Water Management District (SFWMD).
- *Task AS01.2 Deliverables include the following:*
  - Preliminary Stormwater Narrative
  - Pre-design meeting minutes

### **Task AS01.3 – Draft Conceptual Overall Stormwater Management Report**

- Consultant shall prepare a stormwater model for the proposed overall stormwater management system for Phase I and Phase II.
- Consultant shall prepare a draft Conceptual Overall Stormwater Management Report.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- Consultant shall attend up to one (1) pre-application meeting with South Florida Water

Management District (SFWMD).

- *Task AS01.3 Deliverables include the following:*
  - Draft Conceptual Overall Stormwater Management Report
  - Pre-application meeting minutes

#### **Task AS01.4 – Conceptual Overall Stormwater Management Report**

- Consultant shall revise the stormwater model for the proposed overall stormwater management system for Phase I and Phase II based on site plan updates during the 60% design of Phase 1.
- Consultant shall revise the draft and prepare the Conceptual Overall Stormwater Management Report.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- *Task AS01.4 Deliverables include the following:*
  - Conceptual Overall Stormwater Management Report

#### **Task AS01.5 – Stormwater Conceptual Permitting**

- Consultant shall prepare and submit a permit application to obtain a Conceptual Approval Permit from SFWMD, delegated from the Florida Department of Environmental Protection (FDEP). The Conceptual Approval Permit is a type of Environmental Resource Permit (ERP).
- Consultant shall review and respond AHJ comments and revise plans, as applicable.
- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.
- *Task AS01.5 Deliverables include the following:*
  - SFWMD/FDEP ERP Conceptual Approval Permit Application
  - Comment response letters, as required
  - Revised plans and calculations in furtherance of obtaining the ERP

#### **Task AS01.6 – ERP Individual Permit Phase I Only (Alternate)**

- This task includes additional effort required to obtain the ERP Individual Permit for Phase I only if the Owner opts out of the Overall Conceptual Stormwater Report and ERP Conceptual Approval Permit tasks.
- Consultant shall coordinate with the Owner to understand the existing stormwater system in the area of Phase I only.
- Consultant shall review survey, as-builts from Owner and field verify locations as per available accessibility.
- Consultant shall attend up to one (1) meeting with the Owner/Client for project coordination.
- Consultant shall prepare a stormwater model for the existing stormwater system.
- Consultant shall perform a “glass wall” analysis for the Phase I area only for the proposed

stormwater system model.

- Consultant shall attend up to one (1) pre-design meeting with South Florida Water Management District (SFWMD) (Not included in the original scope of services).
- Consultant shall attend up to one (1) pre-application meeting with South Florida Water Management District (SFWMD) (Not included in the original scope of services).
- *Task AS01.6 Deliverables include the following:*
  - Preliminary Stormwater Narrative
  - Pre-design meeting minutes
  - Pre-application meeting minutes

**The basis for the above scope of services and associated fee(s) are based on the same assumptions as in the base proposal dated 06/18/2025 with the following additions/modifications:**

- Master planning or permitting related to future phases, beyond those specifically included in this proposal's scope, is excluded from this proposal.

**Information to be provided by the Client:**

- A signed and sealed boundary and topographic survey and associated digital CAD file.
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments.
- Legal description of the site.

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Miami, FL 33146

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### **SCHEDULE AND FEES**

Consultant shall schedule work upon receipt of signed approval for this project as required. Per discussions with Client, the goal is to start immediately upon notice to proceed and official authorization from the Client.

The total lump sum fee for this project will be divided as follows:

<b><u>Task(s)</u></b>	<b><u>Task Description</u></b>	<b><u>Lump Sum Fees</u></b>
Task AS01.1	Existing Stormwater System Research and Modeling	\$29,408.09
Task AS01.2	Preliminary Stormwater Model and Narrative	\$23,983.34
Task AS01.3	Draft Conceptual Overall Stormwater Management Report	\$22,908.11
Task AS01.4	Conceptual Overall Stormwater Management Report	\$24,298.33
Task AS01.5	Stormwater Conceptual Permitting	\$28,936.52
	<b>PROJECT TOTAL</b>	<b>\$129,534.39</b>
Task AS01.6	ERP Individual Permit Phase I Only (Alternate)	\$32,541.72
	<b>ALTERNATE TOTAL</b>	<b>\$32,541.72</b>

Reimbursable expenses requested by the Client shall be invoiced as defined in our General Conditions/Provisions attached to this agreement.

Should you have any questions, please do not hesitate to contact me at my office at (786) 497-1500 ext. 1123, my cell phone at (305) 989-5311 or send me an electronic message at [sramaji@chenmoore.com](mailto:sramaji@chenmoore.com).

Respectfully submitted,

CHEN MOORE AND ASSOCIATES

Sathvika D. Ramaji, P.E.

Project Engineer – Civil

SDR/pdk

Attachment(s):

Exhibit A and B

**EXHIBIT A**

**GENERAL CONDITIONS/PROVISIONS**

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

**1.0 Standard of Care**

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

**2.0 Basic Services**

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

**3.0 Additional Services**

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

**4.0 Client Responsibilities**

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

**5.0 Compensation**

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

**6.0 Permit, Agency and Application Fees**

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

**7.0 Collection Costs**

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

#### **8.0 Reimbursables**

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

#### **9.0 Taxes**

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

#### **10.0 Indemnification**

- a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.
- d) Client shall require that Contractor indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of its contract with Client. In addition, Client shall require that Contractor endorse Consultant as an Additional Insured to the same extent Client is endorsed by Contractor as an Additional Insured. Consultant shall be an express third-party beneficiary of the contract between Client and Contractor solely for the limited purpose of this indemnification and insurance requirement.

#### **11.0 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT.**

#### **12.0 Instruments of Service Ownership**

- a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

### **13.0 Governing Law**

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

### **14.0 Mediation/Dispute Resolution**

- a) To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that, prior to filing a lawsuit, all disputes, arising out of the Agreement or otherwise pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

### **15.0 Delays**

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

### **16.0 Termination**

The Agreement and the obligation to provide further services under the Agreement either party may terminate this Agreement upon seven (7) days written notice, during which period the non-terminating party fails to cure a material or substantial breach of a provision of this Agreement. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

### **17.0 Renegotiation of Fees**

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

### **18.0 Construction Phase**

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, have any authority, duty or responsibility to supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



authority, duty or responsibility for, or control over, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.

- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

#### **19.0 Signage**

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

#### **20.0 Notice**

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

##### FOR CMA

Peter Moore P.E., President  
Chen Moore and Associates  
500 W. Cypress Creek Road, Suite 630  
Fort Lauderdale, FL 33309

#### **21.0 Successors and Assigns**

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

#### **22.0 Force Majeure**

Except with respect to payment obligations under this Agreement, neither party will be liable for any breach or failure to perform under this Agreement or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, acts of God or public enemy or terrorist act, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, pandemics, or any other cause or conditions beyond such party's reasonable control; provided, however, that the party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this Agreement immediately upon the cessation of such cause(s).

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



**EXHIBIT B**

**AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION**

CMA Project Name: **LRD Jupiter Park Dr Phase I & II – Conceptual Overall Stormwater Management Report and Permitting**

Client Name: **Carty Architecture**

Client Contact: **Judy Carty, AIA, NCARB, LEED AP**

Client Address: **2655 S Le Jeune Road, Suite 607, Coral Gables, FL 33134**

Client Phone/Fax: **(786) 717-7100 ext. 203**

Client E-mail: **[jcarty@cartyarchitecture.com](mailto:jcarty@cartyarchitecture.com)**

CMA Proposal No. **25-0160.P000.002 AS01**

Agreement Date: **June 18, 2025 (Revised June 26, 2025)**

FEE: Lump Sum of **\$129,534.37**  
OR Alternate Lump Sum of **\$32,541.72.**

The undersigned agree to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

**CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**CARTY ARCHITECTURE (CLIENT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date



# AVIROM & ASSOCIATES, INC.

SURVEYING & MAPPING  
BOCA RATON / STUART / KEY WEST

June 19, 2025

Via E-Mail: [jcarty@cartyarchitecture.com](mailto:jcarty@cartyarchitecture.com)

Ms. Judy Carty  
Carty Architecture  
2655 S. Le Jeune Road, Suite 607  
Coral Gables, FL 33134

Re: 2500 Jupiter Park Drive, Jupiter

Dear Ms. Carty:

In accord with your request, the following proposal for professional land surveying services is submitted for your consideration.

*Boundary Survey in accord with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes*

- Recover or reset exterior boundary corners.
- Except for the topographic survey limits, interior improvements and improvements on adjacent streets will be depicted by the latest available orthorectified aerial photography.
- Delineate all platted easements together with all plottable easements from current title commitment if supplied by client prior to completion of survey.
- Research FEMA flood zone and note on survey.
- Calculate square footage of property.
- Client to provide legal description of the property.
- If not provided by client, research and prepare legal description for the Boundary Survey.

*Topographic Survey in accord with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes within limits specified per the attached.*

- Establish on-site benchmarks based upon NAVD 88 Datum.
- Locate all above ground improvements including buildings, pavement, curbs, sidewalks, swales, berms, retention areas and above ground evidence of utilities. Obtain rim elevations of sewer and drainage structures. Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves. Individual sprinkler heads are not included.
- Obtain finish floor on buildings.
- Location of underground utilities will be limited to above ground evidence.
- Obtain spot elevations on points of location and on an approximate 50' grid with high and low points extending within the limits.

50 SW 2<sup>nd</sup> Avenue, Suite 102, Boca Raton, FL 33432  
(561) 392-2594 [www.aviromsurvey.com](http://www.aviromsurvey.com)

Carty Architecture  
June 19, 2025

2500 Jupiter Park Drive  
Page | 2

- Locate specimen trees 6" diameter and larger, providing common name, diameter and position of trees. The location of shrubbery and landscaping will not be included.
- Above ground improvements, trees and topography within the limits of the onsite Wildlife Preserve Area may be constrained by accessibility and such locations may be limited. There are no provisions for vegetation clearing in this proposal.

<i>Fees:</i>	<i>Boundary Survey</i>	<i>\$ 7,500</i>
	<i>Prepare legal description</i>	<i>\$ 2,500</i>
	<i>Topographic Survey</i>	<i>\$36,600</i>

Upon authorization to proceed **and a 25% deposit (\$11,650)**, we will complete the project within approximately 4-6 weeks, weather permitting. **Once full payment has been received** and project is completed, a certified PDF file and a CAD file will be supplied. We can provide up to 4 signed and sealed copies, if requested.

*General Conditions:*

- 1. All invoices are due and payable in full upon receipt. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 10 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 45 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Avirom & Associates, Inc. at all pre-litigation, trial, and appellate levels relating to any dispute arising from this agreement or any efforts to collect any past due obligation of the undersigned pursuant hereto.*
- 2. Upon any invoice becoming delinquent, Avirom & Associates, Inc. may:*
  - a. Deem this agreement terminated. Avirom & Associates, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or*
  - b. Withhold all work product of Avirom & Associates, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.*

*Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.*

*Avirom & Associates, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Avirom & Associates, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the project.*
- 3. Prices quoted are valid within 90 days from the date of this proposal.*

Carty Architecture  
June 19, 2025

2500 Jupiter Park Drive  
Page | 3

4. *Electronic data files (CAD files), if furnished by Avirom & Associates, Inc. in connection with this project, are instruments of service. All original instruments of service shall be retained by Avirom & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent.*
5. *Copies in excess of four prints, colored prints, Federal Express, deliveries and out-of-pocket expenses will be charged to client at cost. Additional prints will be charged at \$5.00 per print and colored prints will be charged at \$10.00 per print.*
6. *Revising survey for attorney/lender comments, revised title policies and re-certifications after delivery of survey will be based on our current hourly rates.*
7. *Revisions to survey requested by governmental agencies that are more stringent than Standards of Practice as set forth in Chapter 5L-17.05 FAC pursuant to Section 472.027 Florida Statutes or Chapter 177 of Florida Statutes will be an additional expense to client based on our current hourly rates.*

Should you have any questions or comments, please contact me.

Respectfully,



Marisha M. Kreitman, P.S.M.

/js

*These Conditions Are Acceptable and I Hereby Authorize You To Proceed*

\_\_\_\_\_  
Authorized Signature  
Carty Architecture

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Accounts Payable E-Mail Address: \_\_\_\_\_

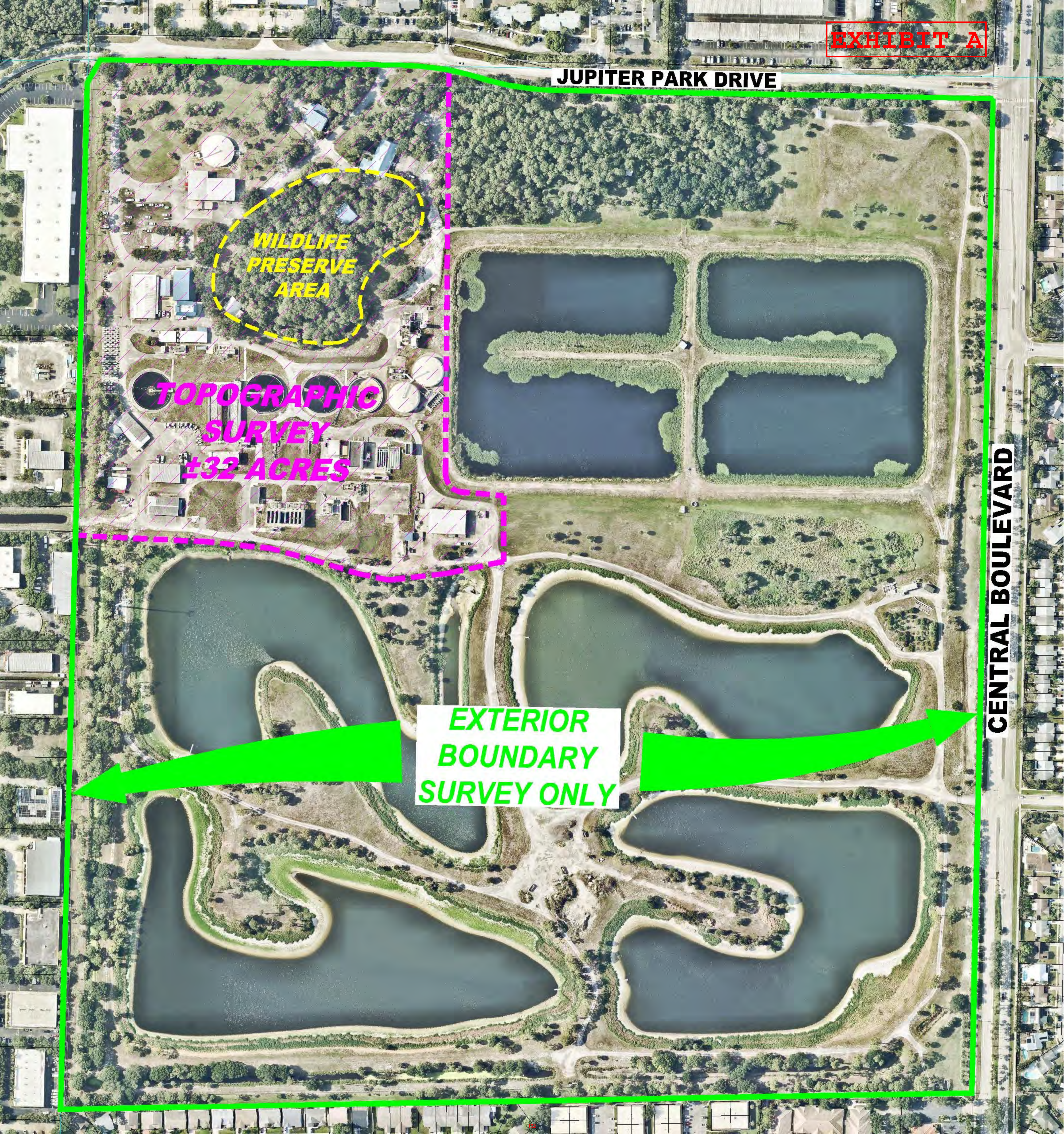
**JUPITER PARK DRIVE**

**WILDLIFE  
PRESERVE  
AREA**

**TOPOGRAPHIC  
SURVEY  
±32 ACRES**

**EXTERIOR  
BOUNDARY  
SURVEY ONLY**

**CENTRAL BOULEVARD**





AAI Proposal No. 25-P-2711  
June 19, 2025

Carty Architecture  
2655 S Le Jeune Road  
Coral Gables, FL 33134

**Proposal for Geotechnical Engineering Services  
2500 Jupiter Park Drive  
Jupiter, FL**

In accordance with your request, we are pleased to submit our proposal to perform a subsurface exploration and a geotechnical engineering evaluation for the above-referenced project. The purpose of our work is to obtain general subsurface soil information so that recommendations can be provided for site preparation procedures, foundation design, and other geotechnical aspects of the project.

### **PROJECT UNDERSTANDING**

We understand that this project involves the construction of a new development to include several warehouse structures as well as drainage improvements and proposed paved parking and drive areas at 2500 Jupiter Park Drive in Jupiter, Florida. We have not been provided with any specific structural information at this time; however, we expect the proposed construction to have a combination of load-bearing concrete walls and isolated reinforced concrete columns with maximum wall loads on the order of 5 kips per linear foot and maximum column loads on the order of 75 kips. We expect the finish grades to be at or near existing site grades. It is our understanding that a final site plan has not been developed at this point, and the client will supply us with one prior to our exploration.

If any of this information is incorrect or anticipated to change, our office should be notified immediately and allowed time to review the changes and make corrections as needed.

### **FIELD EXPLORATION**

To explore the subsurface conditions at the site, we propose to perform sixteen (16) Standard Penetration Test (SPT) borings (10 to 15 feet deep and 6 to 20 feet deep) throughout the proposed development. Additionally, we will perform four (4) South Florida Water Management District (SFWMD) exfiltration test to 10 feet deep and three (3) insitu infiltration tests from 2-3 feet below the existing site grades in order to obtain soil hydraulic conductivity values for others to use in the design of drainage facilities. The borings will be performed in general accordance with the procedures recommended in ASTM D-1586 (SPT borings). The exfiltration test will be performed in accordance with the methods described in the SFWMD Permit Information Manual, Volume IV. Please note that boring locations may be shifted due to access and existing site conditions; there will be signs of the completed work (holes, drilling fluid, soil cuttings, tire ruts, etc.).

Prior to the mobilization of our drilling equipment, we will notify Sunshine State One-Call of Florida, Inc. (SSOCOF) of our planned exploration to allow affected utility companies the opportunity to mark the location of buried utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. We cannot take responsibility for damages to private underground lines or structures and/or underground services that do not subscribe to SSOCOF; their locations should be provided by the client prior to the commencement of the fieldwork.

## LABORATORY TESTING

We preliminarily estimate that only routine laboratory visual classification of the recovered samples will be required for this project. However, if deemed necessary, gradation and organic content tests on select samples will be performed. The number of laboratory tests will be determined upon completion of the soil borings and will depend on the nature of the encountered soils. All laboratory tests will be performed in accordance with applicable ASTM standards.

## ENGINEERING ANALYSIS AND REPORT

Upon completion of our field exploration and laboratory testing program, an engineering report will be issued presenting the findings of our explorations and tests and our recommendations for site preparation, foundation design, and other geotechnical aspects of the project.

## FEE ESTIMATE

Based on our knowledge of the project to date, the estimated cost of our geotechnical services for this project is **\$12,700.00**. We will inform you immediately if we encounter conditions on the site that warrant more investigative effort than anticipated.

## TERMS AND CONDITIONS

This proposal is based upon the following assumptions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment without the need for brush clearing or similar measures, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine-grained soils are not budgeted into the total cost, (4) the structure(s) can be supported on conventional shallow spread footings; if deep foundations (e.g., piles) are necessary, additional exploration and engineering evaluation may be required, (5) Ardaman will not be responsible for damage to underground structures that are not located by the owner or Sunshine811, (6) maintenance of traffic is not required to perform the fieldwork, and (7) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

## CLOSURE

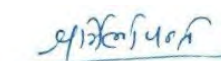
Please sign and return the enclosed Proposal/Project Acceptance and Agreement form as an indication of your acceptance of our proposal terms and authorization to proceed with the work. Please complete the form in its entirety to help us set up your file correctly, and please provide us with the names and addresses of all parties who should receive copies of our reports for this project.

Please do not hesitate to contact our office if you have any questions concerning this proposal or whenever we may assist you.

### ARDAMAN & ASSOCIATES, INC.



Chris Tornello, P.E.  
Branch Manager



Sharmila Pant, P.E.  
Project Engineer

Attachments: Proposal/Project Acceptance and Agreement Form  
General Conditions



## PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

### PROJECT INFORMATION:

Project Name \_\_\_\_\_ Proposed Development \_\_\_\_\_  
 Project Location \_\_\_\_\_ 2500 Jupiter Park Drive, Jupiter, Florida \_\_\_\_\_  
 Proposal Number and Date \_\_\_\_\_ 25-P-2711 / June 19, 2025 \_\_\_\_\_  
 Description of Services \_\_\_\_\_ Geotechnical Engineering Services \_\_\_\_\_  
 Estimated Fee \_\_\_\_\_ **\$12,700.00** (plus \$2,000.00 if GPR is required) \_\_\_\_\_

### PROPERTY OWNER IDENTIFICATION:

Name: \_\_\_\_\_  
 Property Identification Number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Attention: \_\_\_\_\_ Title: \_\_\_\_\_

### PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

### PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Individual, Firm or Corporate Body Name: \_\_\_\_\_  
 Authorized Contact Person: \_\_\_\_\_  
 Invoicing Contact/Email \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Title: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
 (Signature of authorized representative)

## GENERAL CONDITIONS

**Parties And Scope Of Work** – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

**On-Call Services** – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

**Right-of-Entry** – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

**Damage to Existing Man-made Objects** – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third-party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

**Limitation of Liability** – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

**PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Sampling or Testing Location** – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**Sample Handling and Retention** – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

**Discovery of Differing Site Conditions or Unanticipated Hazardous Materials** – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated materials.

**Indemnification** – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

**Assignment** – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

**Legal Jurisdiction** – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

**Compliance With Laws** – A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act and other laws as may apply.

**Termination** – A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

**Force Majeure** – A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

**Drafting and Severability** – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.



# COST ESTIMATING SERVICES FEE PROPOSAL

LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK PROJECT

JUPITER, FLORIDA

Version	Ver Date	Version Description	Modified By	Approved by
1	2025-06-10	Original Fee Proposal	C.Aguirre	C. Aguirre
2	2025-07-18	Add Bid Form and Bid Review	C.Aguirre	C. Aguirre

Submitted to:

Carty Architecture



July 18, 2025

Judy Carty, AIA, NCARB, LEED AP  
President

**Carty Architecture**

2655 S Le Jeune Rd, Suite 607  
Coral Gables, FL, 33134  
Office 786 717 7100 Ext 203 Cell 305-790-7877  
jcarty@CartyArchitecture.com

**Subject: Cost Estimating Services – Jupiter Park Project**

Dear Judy,

Aguirre Project Resources LLC, or APR, is pleased to provide the Carty Architecture A/E team our proposal for services for subject project, pursuant to project information outlined in your email date 6/10/2025 and 7/18/2025.

## SCOPE OF WORK

APR (Contractor) shall provide all professional, technical, managerial, administrative, and other services as required for the cost estimating services. The services of the Contractor shall be comprehensive and complete, with the assigned responsibility for development of a construction cost estimates in accordance with the American Association of Cost Engineers International (AACEI) standards.

### Assumptions

1. Estimating requirements are for all three (3) elements of the project:
  - a. Warehouse, Maintenance & Parking
  - b. Biosolids
  - c. Administration & Operations Facility (two options)
2. Meet with A/E team via on-line meetings as necessary to understand all scope associated with project.
3. Estimate to be developed based on **static documents** for the following design phases:
  - a. Schematic Design
  - b. 30% CDs
  - c. 60% CDs
  - d. 90% CDs
  - e. Bid Form Estimate and Bid Review



1. Provide deliverables in electronic format, in general Acrobat PDF format or Microsoft Office compatible documents.
2. One initial version of the estimate for each phase will be submitted as a draft for A/E Team review. Comments received within five (5) days will be used to develop the final cost estimate submittal for the respective phase as part of our scope of services.

### Exclusions

1. Estimating requirements that are in general not part of the scope of work denoted above.
2. Reconciliation with additional estimates prepared by others not identified in this proposal.
3. Additional phase submission estimates not specified in this proposal.
4. FF&E costs will be provided by others.
5. Updates to estimate from comments and request received after stated feedback period.
6. Value Engineering studies or workshops.
7. Construction Administration phase services.

## FEES

APR proposes fees for all labor, materials, and travel expenses to perform the inclusive services described in Scope of Work section.

<b><i>Submittal Phases - Base Proposal</i></b>				
	<b>Labor Category</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Fee</b>
<b><i>Schematic Design</i></b>				
	2. Chief Estimator	40.00	\$185.60	\$7,424.00
	3. Sr. Estimator	40.00	\$170.08	\$6,803.20
	4. Estimator	8.00	\$141.73	\$1,133.84
Subtotal		88.00		\$15,361.04
<b><i>30% CDs</i></b>				
	2. Chief Estimator	40.00	\$185.60	\$7,424.00
	3. Sr. Estimator	60.00	\$170.08	\$10,204.80
	4. Estimator	8.00	\$141.73	\$1,133.84
Subtotal		108.00		\$18,762.64



## Cost Estimating Fee Proposal

<b>Submittal Phases - Base Proposal</b>				
	<b>Labor Category</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Fee</b>
<b>60% CDs</b>				
	2. Chief Estimator	40.00	\$185.60	\$7,424.00
	3. Sr. Estimator	60.00	\$170.08	\$10,204.80
	4. Estimator	40.00	\$141.73	\$5,669.20
	Subtotal	140.00		\$23,298.00
<b>90% CDs</b>				
	2. Chief Estimator	24.00	\$185.60	\$4,454.40
	3. Sr. Estimator	40.00	\$170.08	\$6,803.20
	4. Estimator	50.00	\$141.73	\$7,086.50
	Subtotal	114.00		\$18,344.10
<b>Bid Form Estimate and Bid Review</b>				
	2. Chief Estimator	8.00	\$185.60	\$1,484.80
	3. Sr. Estimator	12.00	\$170.08	\$2,040.96
	4. Estimator	4.00	\$141.73	\$566.92
	Subtotal	24.00		\$4,092.68
<b>TOTAL BASE FEE</b>		<b>474.00</b>		<b>\$79,858.46</b>

Progress Payment are to be provided as specified in Work Order for each submission.

## PERIOD OF PERFORMANCE

As provided in Work Order.

We are pleased to provide you with this Proposal. Please feel free to contact me if you need additional information. I may be reached at 214-552-5172 or Charles.A@apr3d.com.

Sincerely,  
**Aguirre Project Resources LLC**

Charles Aguirre, Managing Member

## For Your Complete A/E/C Needs

(f) 813-684-2660

Ron Fair, P.E. FL# 50738

1. AEC Services, Inc. (Designer) will meet with you and review the established project objectives and schedule.
2. Issues to be discussed and decisions to be made during this phase include:
  - a. Coordinate the Client's vision and Requirements for the Fuel System Design and its Parameters.
  - b. CADD Drawings for the Site Plan from others for inclusion into Drawings.
3. Upon the Client's approval of the Schematic Layouts, the Designer will prepare 100% Design Development as required for approval to include:
  - a. Fuel System Site Plan
  - b. Fuel System Tank Installation Plans and Details
  - c. (1) Aboveground Fuel Tank 10k with Fuel Controller / day tanks and Filter system.

- d. Provide Fuel Supply and Return to generator
- e. Veeder Root Monitoring System Located with 1000' of Tank and dispensers

**SERVICES NOT TO BE INCLUDED IN BASIC SERVICES**

It is assumed that the following services are not required or that they will be performed by others.

1. Site Survey/Civil Engineering/Soil testing, Structural and flood zone requirements
2. Electrical Engineering
3. Involvement in rezoning process, negotiation with architectural review boards, etc.
4. Construction observation, Certification of contractor's pay requests, or Preparation of punch list.

**FEE FOR BASIC SERVICES**

Basic services will be performed for a lump sum, plus reimbursable expenses. This is itemized as follows:

1. Fuel System Plans **\$25,750.00**

**Total \$ 25,750.00**

Note: If the Client wishes to make design changes, those changes will be made and billed to the Client on an hourly basis.

Professional Engineer	\$250.00/hour
Project Engineer & Dept. Manager	\$160.00/hour
Sr. Project Designer	\$150.00/hour
CADD Operator	\$90.00/hour
Administrator, Clerical	\$75.00/hour

**REIMBURSABLE EXPENSES**

Reimbursable expenses such as computer plots, reproductions, blueprints, photocopies, photographs, mylar drafting film, travel (54.5 cents per mile), courier and overnight services.

**PAYMENTS**

The Client will be involved and the Designer compensated monthly for services provided during that period. Payment

Terms are net ten (10) Days.

Accounts more than ten (10) days overdue will accrue interest at the rate of one and one-half percent (1.5%) per month, compounded monthly.

If this proposal is acceptable, please sign one copy and return it to our office for our file. We are excited about the opportunity of working with you.

Sincerely,

Ron Fair, P.E.  
President

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Ron Fair P.E.

.....

**Acceptance of Proposal**

**The above prices, specification and conditions are hereby accepted. You authorized to do the work as specified. Payment will be made as outlined.**

Signature: \_\_\_\_\_

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

# EXHIBIT A

Task Name	Predecessor	Baseline Duration	Baseline Start	Baseline Finish	Duration
<b>✚ R23008_2500 Jupiter Park Drive Site Improvements - Phase 1</b>		<b>2042 days</b>	<b>Fri 11/1/24</b>	<b>Tue 6/4/30</b>	<b>2042 days</b>
CCNA		321 days	Fri 11/1/24	Wed 9/17/25	321 days
Engineering Services Contract Award	1	1 day	Thu 9/18/25	Thu 9/18/25	1 day
Purchase Order	2	1 day	Fri 9/19/25	Fri 9/19/25	1 day
Contracting and Scheduling	3	30 days	Sat 9/20/25	Sun 10/19/25	30 days
Pre-Design/Kickoff Meeting	4	1 day	Mon 10/20/25	Mon 10/20/25	1 day
Notice to Proceed	5	0 days	Mon 10/20/25	Mon 10/20/25	0 days
<b>✚ Professional Design Services</b>		<b>765 days</b>	<b>Tue 10/21/25</b>	<b>Wed 11/24/27</b>	<b>765 days</b>
Phase 1A - Program Verification	6	90 days	Tue 10/21/25	Sun 1/18/26	90 days
District Review	8	15 days	Mon 1/19/26	Mon 2/2/26	15 days
Phase 1B - Schematic Design	9	75 days	Tue 2/3/26	Sat 4/18/26	75 days
District Review	10	15 days	Sun 4/19/26	Sun 5/3/26	15 days
Phase 2 - 30% Construction Documents	11	120 days	Mon 5/4/26	Mon 8/31/26	120 days
District Review	12	15 days	Tue 9/1/26	Tue 9/15/26	15 days
Phase 3 - 60% Construction Documents	13	120 days	Wed 9/16/26	Wed 1/13/27	120 days
District Review	14	15 days	Thu 1/14/27	Thu 1/28/27	15 days
Phase 4 - 90% Construction Documents	15	120 days	Fri 1/29/27	Fri 5/28/27	120 days
District Review	16	15 days	Sat 5/29/27	Sat 6/12/27	15 days
Phase 5 - 100% Construction Documents and Permitting	17	120 days	Sun 6/13/27	Sun 10/10/27	120 days
District Review	18	15 days	Mon 10/11/27	Mon 10/25/27	15 days
Bid Documents	19	30 days	Tue 10/26/27	Wed 11/24/27	30 days
<b>✚ Bidding - Phase VI</b>	<b>20</b>	<b>127 days</b>	<b>Thu 11/25/27</b>	<b>Thu 3/30/28</b>	<b>127 days</b>
Bidding	20	90 days	Thu 11/25/27	Tue 2/22/28	90 days
Bid Evaluation	22	30 days	Wed 2/23/28	Thu 3/23/28	30 days
Recommendation of Award	23	7 days	Fri 3/24/28	Thu 3/30/28	7 days
Construction Contract Award	24	16 days	Fri 3/31/28	Sat 4/15/28	16 days
Construction - Phase VII	25	780 days	Sun 4/16/28	Tue 6/4/30	780 days



## Item 6D

Cell Tower Lease  
– unavailable for this meeting





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

**To:** Governing Board  
**From:** Kara Fraraccio, Director of Finance and Administration  
**Date:** September 12, 2025  
**Subject:** Liability and Workers Compensation Insurance

The District's current Property, General Liability, Automobile Liability and Physical Damage, Workers' Compensation, Public Officials/Employment Practices Liability, Cyber, and Crime insurance through Florida Insurance Alliance (FIA) expires on September 30, 2025. Staff updated the District's asset and payroll schedules to reflect our current exposures, which were submitted to our insurance broker, Egis Insurance & Risk Advisors for renewal proposals.

Overall, the District will see a net premium decrease of \$7,457 (-1.5%) across all coverages. Property insurance premiums decreased by \$16,697 (-5.1%) despite a 2.5% increase in insured values to account for inflation. This reduction was largely driven by the removal of the Sludge Storage Odor Control System, which has been replaced by the biotrickling Odor Control lease. Liability premiums experienced a modest increase due to Florida's overall litigation outlook, while Workers' Compensation premiums rose by \$3,381 (6.5%) as a result of higher payroll. The District's Experience Modification Factor remained unchanged at 0.69.

These results reflect continued stability in the insurance market, with flat renewals in most lines of coverage and only minor increases tied to exposures.

### Premium Comparison

Insurance	2024 Premium	2025 Premium	Change (\$)	Change (%)
Property and Inland Marine	\$ 328,946	\$ 312,249	\$ (16,697)	(5.1%)
General Liability	33,343	35,344	2,001	6.0%
Automobile Liability	20,237	21,451	1,214	6.0%
Automobile Physical Damage	11,826	11,207	(619)	(5.2%)
Excess Liability Premium	17,000	18,020	1,020	6.0%
Workers' Compensation	52,393	55,774	3,381	6.5%
Public Officials/employment Practices Liability and Cyber	36,383	38,566	2,183	6.0%
Crime	1,000	1,060	60	6.0%
<b>Annual Total</b>	<b>\$ 501,128</b>	<b>\$ 493,671</b>	<b>\$ (7,457)</b>	<b>(1.5%)</b>

At this time I recommend the following motion:

**"That the District Governing Board authorize the Executive Director to accept and purchase FIA's renewal quote for Property, General Liability, Automobile Liability, and Physical Damage, and Workers' Compensation for the policy period October 1, 2025 through September 30, 2026.**

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



# Loxahatchee River District

Neighborhood Sewering Schedule - Revised March 2025												
Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
11	Jupiter Farms (East)	708		TBD	TBD							Legislative
11	PB Country Estates	1547		TBD	TBD							Legislative
21	SE Indian Hills Drive	12	Property Records Review Determined Lots Abut US1 Right Of Way		Oct. 2024	Jan. 2016	Mar. 2024	Jun. 2024				Legislative
Remnant Area												
Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
	605+607 Military Trl (LPPS)	2		2022		Jun. 2020		Jan. 2021				Legislative
	18030 69 <sup>th</sup> Terrace	1	Application for developer project made; Comments on plans being addressed by applicant					Jul. 2025		Aug. 2025		Legislative
	17213 Bush Road	1	Statutory Way Provision – March 2025 (1 lot)					Apr. 2025				Legislative
	19999 SE County Line Road	1										Legislative
Private Road Areas												
Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
AA	Peninsular Road	3	Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO			Feb. 2010				Legislative
BB	Rivers Edge Road (Martin Co.)	35	Private Road-Easements Solicited - May 2014 Project Delayed	2013	AEO	Aug. 2010		Feb. 2014				Legislative
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road - In House Design Easement rec'd from Church – April 2017 Grant received	2014	AEO	Oct. 2012						Legislative
D	Loggerhead Park (institutional)	6 EC's	Need Easements from County - No database	2014	AEO							Legislative
DD	Taylor Road	38		2015	AEO	Sept. 2011						Legislative
FF	North A1A	3	Postponed-Town activities in area - No database	2012	AEO							Legislative
GG	815 S US 1	9 EC's		2016	AEO	Nov. 2014						Legislative
GG	Rockinghorse (north of Roebuck Road)	11		2018	AEO	Jan. 2013						Legislative
GG	SE Castle Rd	5		2018	AEO	Jan. 2013						Legislative
GG	SE Jupiter Rd	4		2018	AEO	Jan. 2013						Legislative
HH	Harbor Rd. S	6		2017	AEO							Legislative
16	Limestone Creek Road West	49		2018	TBD	Jan. 2013						Legislative
	182 <sup>nd</sup> Road North	12	Sewering Pricing Request by 50% of Owners Conceptual Design/Cost Est. - provided June 2023									Legislative
	6604 N 195th Place	1	Statutory Way Provision – Mar. 2024					May 2024	Aug. 2025	June 2025	Sept. 2025	Legislative

CURTIS L. SHENKMAN  
*Board Certified*  
*Real Estate Attorney*  
HUNTER SHENKMAN  
*Attorney*

**SHENKMAN & SHENKMAN P.A.**  
2151 S. Alternate A1A, SUITE 1000  
JUPITER, FLORIDA 33477  
TELEPHONE (561) 822-3939  
**Curtis@PalmBeachLawyer.Law**

**LEGAL ASSISTANTS**  
**REAL ESTATE**  
BONNIE HARRIS  
CAROLINA INMAN  
DENISE B. PAOLUCCI

September 4, 2025

Loxahatchee River Environmental Control District  
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to S. Patel)  
2500 Jupiter Park Drive  
Jupiter, FL 33458

**RE: PENDING LITIGATION STATUS REPORT**

Dear Dr. Arrington and Board Members:

We are enclosing herewith a brief status report relating to the litigation in which the Loxahatchee River Environmental Control District is involved with our law firm as the attorney of record, and/or monitoring the attorney of record. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month. The amount in controversy for materiality is \$40,000.00 or more.

**NO CHANGE IN STATUS: ONE (1) matter of potential pending litigation is reported under "Other Litigation".**

There is no analysis of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

***CURTIS L. SHENKMAN***

CURTIS L. SHENKMAN

Attachment

## **OTHER LITIGATION**

### **LRD- manhole & gravity main line re-routing by Coastal Property Concepts (“Coastal”) real estate developer of new home constructed at 844 Oceanside Drive, Juno Beach, FL 33480.**

**Current Status.** Legal Counsel, Engineering and Executive Staff met on November 6, 2024, to evaluate strategies to proceed with District enforcement of the violation with the goal of the District Asset being protected, safe and secure and the District being made whole in the process. Engineering and legal work are being conducted in the meantime with a target goal of September 2025 for the next conference meeting to make sure proper preparations are in place for effective communications for resolving the dispute.

#### **History:**

**Oct 12, 2022,** LRD Attorney Legal Opinion existing Manhole & gravity main line installed by developer in 2005 serving the Oceanside project development permits a reasonably sized home to be designed and constructed in accordance with the District’s Construction Standards.

**Balance of 2022 and most of 2023:** LRD Engineering Department and Developers Engineer communicate as to two (2) quotes the Developer’s Engineer received to install a new manhole and sewer line to bypass and abandon in place the existing manhole and existing line, in order that Developer’s planned construction meets the District’s construction Standards. LRD Engineering led to believe Developer was having this done as part of the construction.

**October 2023.** LRD Engineering discovers the Developer has progressed with the foundation and start of construction of the home WITHOUT installing the new manhole and sewer line.

**Oct 26, 2023,** LRD Attorney advising attorney for Coastal the home under construction is being built in violation of the District’s Construction Standards, must be addressed by home improvements relocated/reconstructed or new manhole and gravity main line so as not to be in violation of the District’s Construction Standards.

**Oct 2023** Juno Beach Zoning Director advising LRD Engineering Juno Beach will withhold issuing the certificate of occupancy (“CO”) until LRD and Developer resolve the manhole violation.

**Oct 2023-Jan 2024** LRD Attorney & Coastal Attorney in communications for resolution.

**Jan 31, 2024,** Coastal letter to Town of Juno Beach requesting extension of Building Permit #21-9596 seeking extension of Permit expiring blaming delay on manhole alleged not located properly by the District and requesting February 28, 2024, Town Council meeting to address the extension.

**Feb 1, 2024,** LRD Deputy Director official letter providing response to Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

**Feb 28, 2024,** Town of Juno Beach granted extension of Building Permit to June 1, 2024.

**March 13, 2024,** LRD Attorney communication to Attorney for Coastal of the representation made to Town of Juno Beach to get the extension by Coastal that Coastal is working with LRD to resolve the manhole issue.

**March 27, 2024,** Coastal Attorney confirmation in contact with Clark Cryer Engineer regarding preparing plans for new manholes to replace manhole in violation of District standards.

**April 2024** Coastal Attorney email reporting Clark Cryer Engineer not communicating.

**June 1, 2024,** Building Permit expired with the Town of Juno Beach and not extended.

**June 7, 2024,** LRD response to Estoppel letter request sending copy of the Feb 1, 2024, Deputy Director letter to the Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

**July 2, 2024** LRD cooperates with Owner's request for Encroachments of Pool and Gas Line for Pool Heater into the Utility Easement, and reiterating the VIOLATION of the home built on top of the Manhole and Sewer transmission lines must be CURED in order for District to approve as condition prior to Town of Juno Beach issuing a Certificate of Occupancy for the home.

**August 5, 2024,** No Change in status. Owner's Building Permit expired.

**August 8, 2024:** LRD Attorney comprehensive Legal Demand letter to the Town of Juno Beach Attorney Len Rubin to set forth the legal justifications the Town of Juno Beach is entitled to not issue the final Certificate of Occupancy due to the health, safety and welfare violations of the 844 Owner in building new home improvements on top of existing manhole and gravity main serving multiple properties.

**September 13, 2024.** The Town of Juno Beach Attorney email to District's attorney regarding the Town recognizes the District's assertion that the developer failed to adhere to the District's construction standards. However, the Town did not have an independent basis to not issue the Certificate of Occupancy and the Town did want to be exposed to liability from the developer for not issuing the Certificate of Occupancy when Town's position is its Building Inspector inspected the home and determined the home was connected to the sewer system and met all the building code provisions. Town's position is the District has other alternatives to enforce the violation of its construction standards.

**Sept 18, 2024.** Coastal Deeds property to Joseph Paul and Kathleen Paul for \$4,675,000.00.

**Coastal took no action to correct the violation and Joseph and Kathleen Paul are the current owners of the Property that is in violation of the District's construction standards.**

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LIEN FORECLOSURES

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**NONE**

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**MORTGAGE OR LIEN FORECLOSURES /LRD COUNTERCLAIMS/CROSSCLAIMS**

**NONE**



# Director's Report

- |                               |            |
|-------------------------------|------------|
| ➤ Admin. & Fiscal Report      | attach. #1 |
| ➤ Capital Program Report      | attach. #2 |
| ➤ Engineering Report          | attach. #3 |
| ➤ Operations Report           | attach. #4 |
| ➤ Information Services Report | attach. #5 |
| ➤ Environmental Education     | attach. #6 |
| ➤ Safety Report               | attach. #7 |
| ➤ Other Matters (as needed)   | attach. #8 |





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: September 12, 2025  
Subject: Monthly Financial Report

### Cash and Investments Balance

#### Balance as of August 31, 2025

Institution	Rate	Monthly Change in Investment	Market Value
<b>U.S. Treasuries:</b>			
U.S. Treasuries - Due 11/15/25	4.50%	\$ 18,074	\$ 5,651,766
<b>Subtotal</b>		<b>\$ 18,074</b>	<b>\$ 5,651,766</b>
<b>Investment Accounts:</b>			
Florida Prime - SBA	4.44%	\$ 50,828	\$ 13,519,923
Florida FIT - Preferred Deposit Pool	4.27%	29,401	8,144,625
Florida FIT - Cash Pool	4.48%	23,708	5,679,241
Bank United - Public Funds Reserve	3.87%	7,458	2,270,637
<b>Subtotal</b>		<b>\$ 111,395</b>	<b>\$ 29,614,426</b>
<b>Cash Account:</b>			
Truist-Hybrid Business Account	2.70%	\$ 7,834	\$ 5,568,994
Schwab Sweep Account	0.05%		5,008
<b>Subtotal</b>		<b>\$ 7,834</b>	<b>\$ 5,574,002</b>
<b>Total</b>		<b>\$ 137,303</b>	<b>\$ 40,840,194</b>

### Investment Policy Compliance

#### *Performance Measurements*

Average weighted rate of return on investments is: 4.15%. As of 8/31/25, 3-month U.S. Treasuries were 4.23% and the 1-month Federal Fund Rate was 4.33%. The District's average weighted rate of return on investment of 4.15% is lower than our benchmark because we have \$5.5 million in our business checking account, which earns less than 3%.

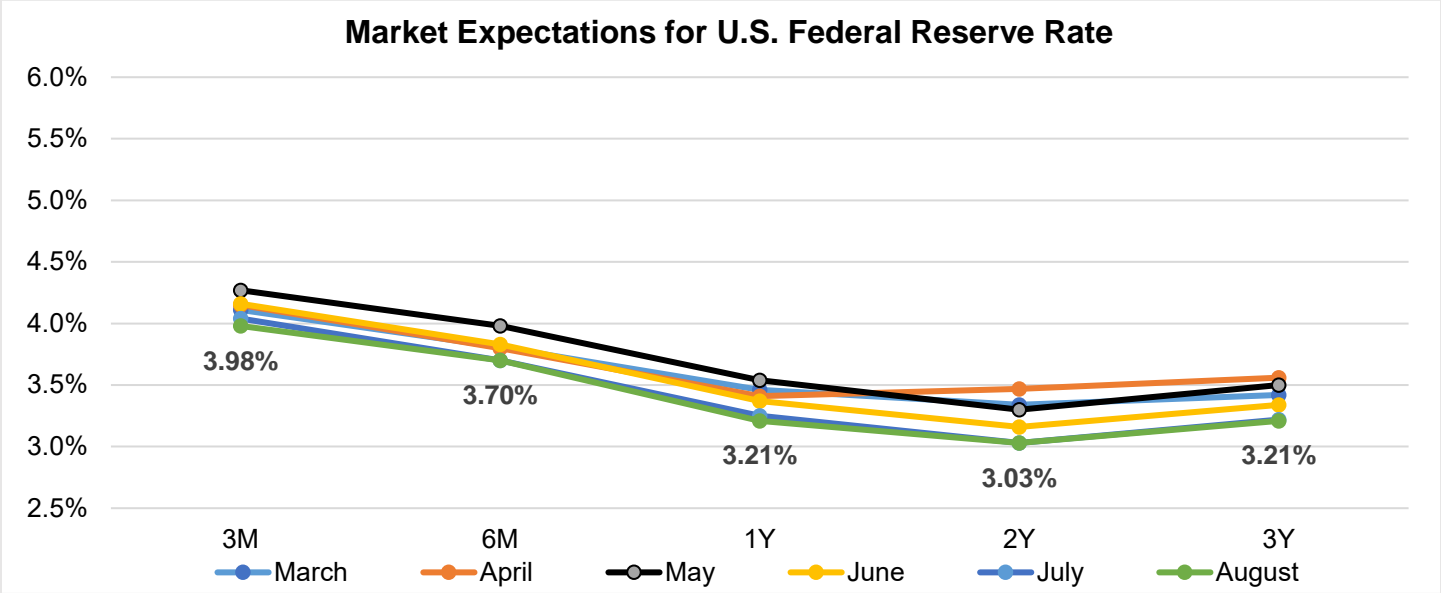
Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

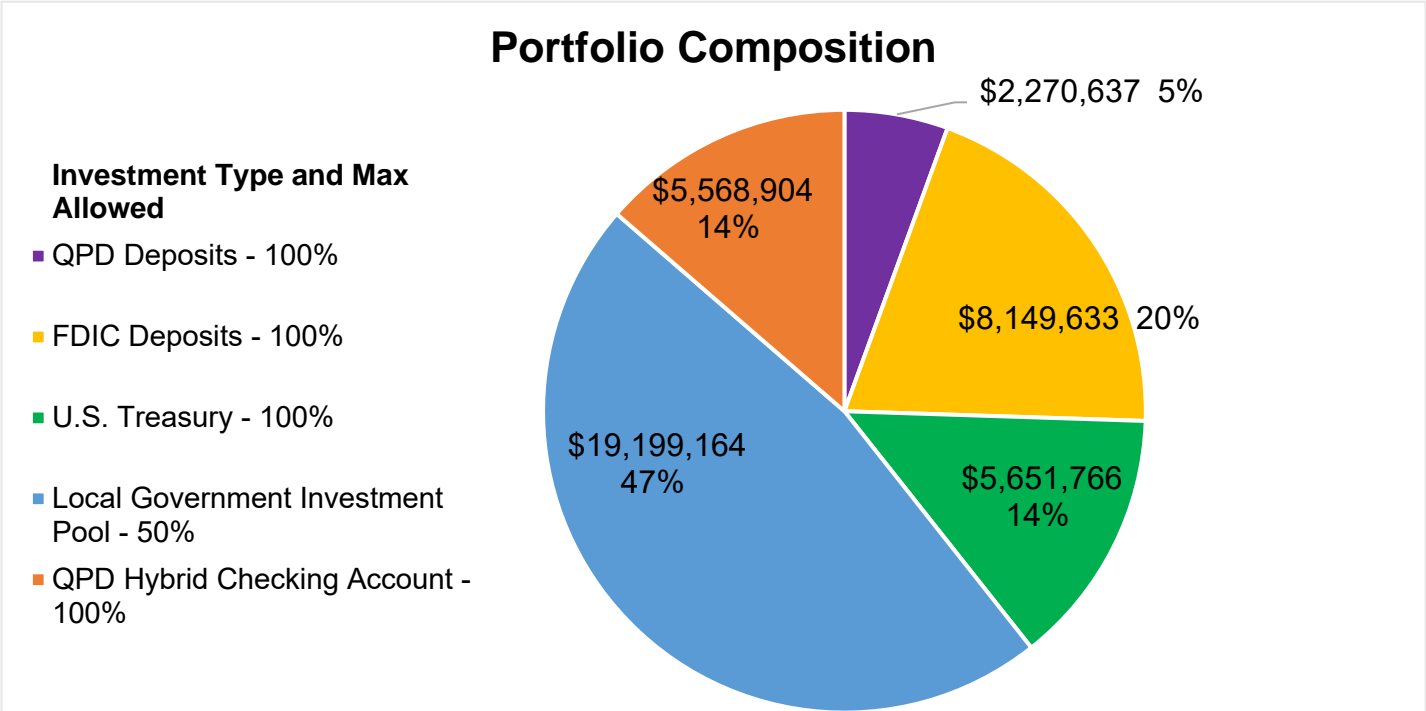
The central bank held the federal funds rate unchanged at the July 2025 meeting, keeping the Federal Reserve interest rates steady in a target range of 4.25% to 4.50%. Currently, Local Government Surplus Funds, such as Florida PRIME and Florida FIT, are offering highly competitive yields between 4.27% and 4.48%, while also providing daily liquidity. Over the past month, the 2-year Treasury yield fell from 3.85% to 3.61%, and the 10-year yield eased from 4.33% to 4.22%. In this environment, Local Government Surplus Funds represent a strategic opportunity to maximize interest earnings while preserving flexibility and safety. We will continue to closely monitor Federal Reserve decisions, interest rate trends, and market conditions to ensure our investment strategy remains aligned with both market realities and our financial objectives.



\*Data as of August 31, 2025.

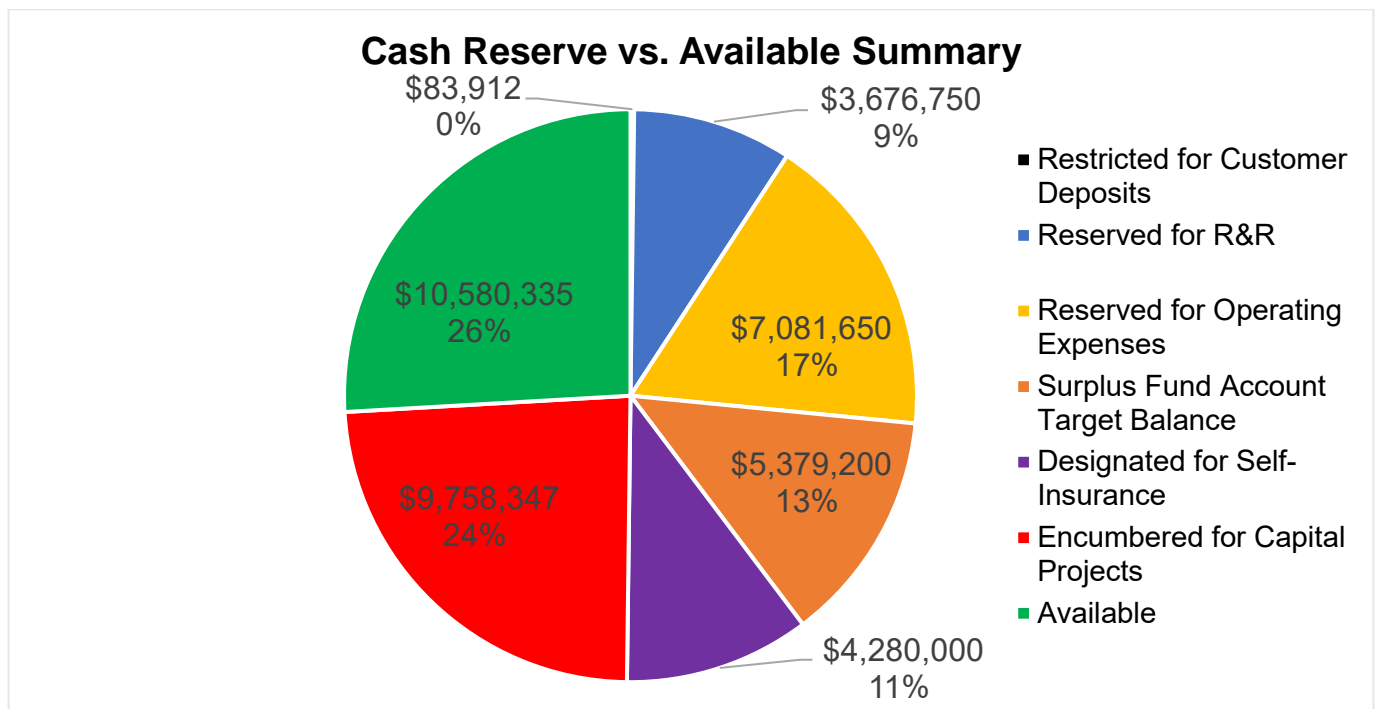
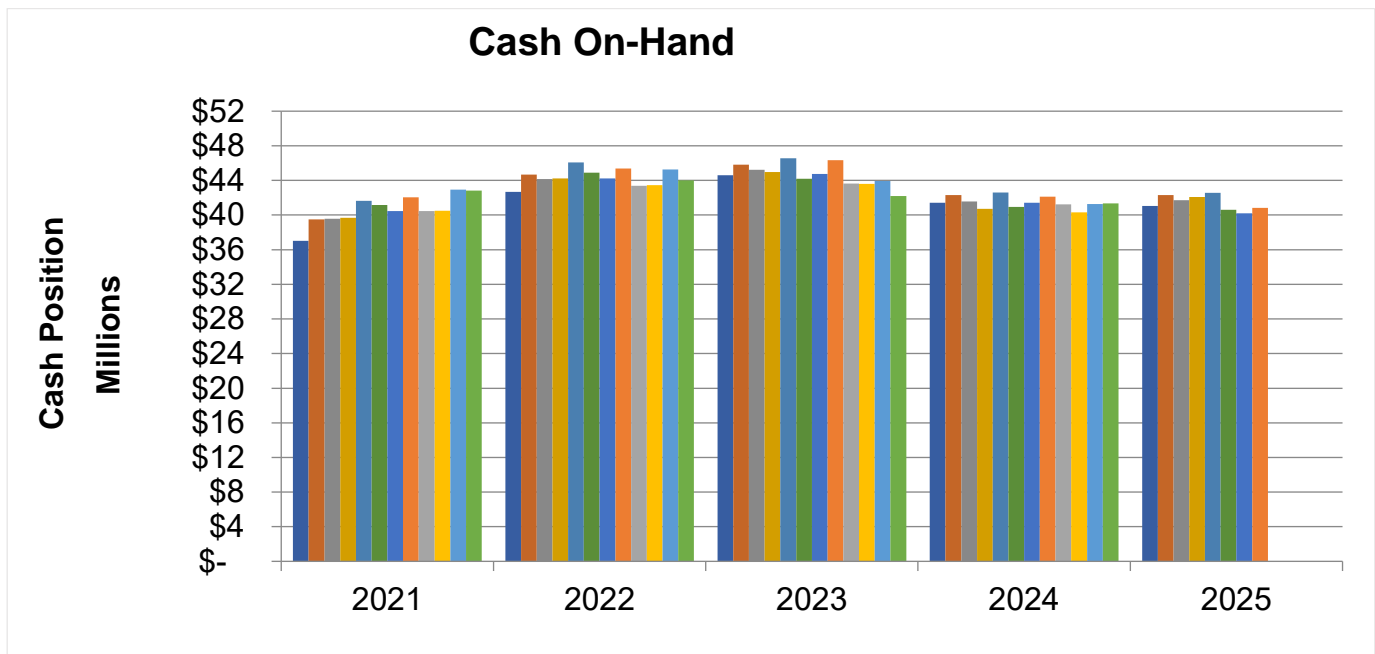
**Portfolio Composition**

The percentage allocation for investment types is presented below. The percentage allocation requirement for investment types is calculated based on the market value at the time of purchase. All investments percentages are in compliance with the District’s Investment Policy.



## Cash Position

Cash position for August 2024 was \$42,122,353. Current Cash position is down by \$1,282,159.



## Financial Information

- Legal fees billed in August were \$8,285. The fiscal year-to-date total is \$92,685.
- Estoppel fees collected in August totaled \$5,670. The fiscal year-to-date total is \$68,700.
- There was no septage billing in August.
- Developer's Agreement – There were no new Developer Agreements in August.
- I.Q. Water Agreements –Abacoa POA, Antigua, and San Palermo are past due for August.

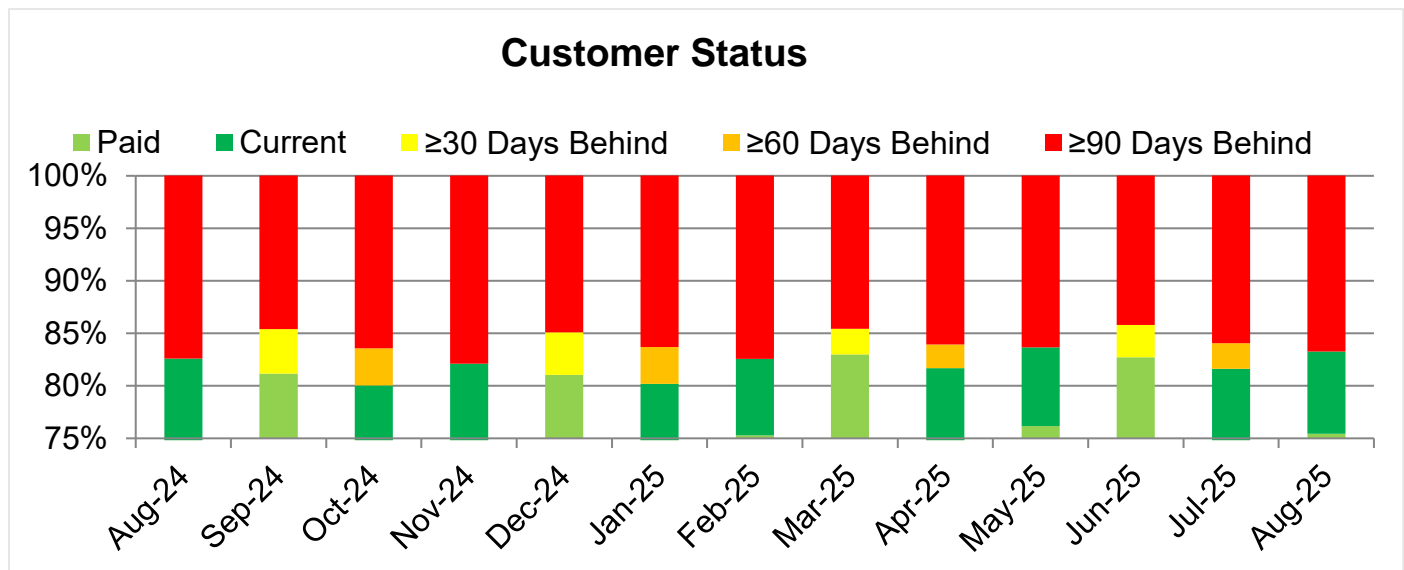
## Summary of Budget vs. Actual

<i>Budget Benchmark</i> 91.67%	<b>Aug-25</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>FY 25</b> <b>Budget</b>	<b>Favorable</b> <b>(Unfavorable)</b>	<b>Budget</b> <b>Expended</b>	<b>Aug-24</b> <b>YTD</b>
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$ 1,613,475	\$ 17,415,234	\$19,029,455	\$ (1,614,221)	91.52%	\$17,135,727
Standby Sewer Service	9,833	108,778	100,000	8,778	108.78%	111,986
IQ Water Charges	214,572	2,288,643	2,500,000	(211,357)	91.55%	2,214,216
Admin. and Engineering Fees	1,242	21,655	50,000	(28,345)	43.31%	39,219
Other Revenue	30,518	521,865	500,000	21,865	104.37%	605,091
<b>Subtotal Operating Revenues</b>	<b>1,869,640</b>	<b>20,356,175</b>	<b>22,179,455</b>	<b>(1,823,280)</b>	<b>91.78%</b>	<b>20,106,239</b>
<b>Capital Revenues</b>						
Assessments	\$ 4,723	\$ 823,345	1,068,000	(244,655)	77.09%	1,125,793
Line Charges	6,763	150,200	400,000	(249,800)	37.55%	274,037
Plant Charges	10,418	359,431	600,000	(240,569)	59.91%	383,840
Capital Contributions		325,771		325,771	100.00%	1,750
<b>Subtotal Capital Revenues</b>	<b>21,904</b>	<b>1,658,747</b>	<b>2,068,000</b>	<b>(409,253)</b>	<b>80.21%</b>	<b>1,785,420</b>
<b>Other Revenues</b>						
Grants		3,000	200,000	(197,000)	1.50%	27,200
Interest Income	67,420	1,953,328	2,242,100	(288,772)	87.12%	2,413,193
<b>Subtotal Other Revenues</b>	<b>67,420</b>	<b>1,956,328</b>	<b>2,442,100</b>	<b>(485,772)</b>	<b>80.11%</b>	<b>2,440,393</b>
<b>Total Revenues</b>	<b>\$ 1,958,964</b>	<b>\$ 23,971,250</b>	<b>\$ 26,689,555</b>	<b>\$ (2,718,305)</b>	<b>89.82%</b>	<b>\$ 24,332,052</b>
<b>Expenses</b>						
Salaries and Wages	\$ 620,319	\$ 7,163,871	\$8,457,300	\$ 1,293,429	84.71%	\$6,555,378
Payroll Taxes	45,422	518,538	600,800	82,262	86.31%	475,107
Retirement Contributions	84,796	1,051,372	1,258,300	206,928	83.55%	988,379
Employee Health Insurance	141,971	1,524,452	1,891,200	366,748	80.61%	1,438,442
Workers Compensation Insurance		53,330	64,500	11,170	82.68%	64,135
General Insurance	689	454,619	570,250	115,631	79.72%	492,629
Supplies and Expenses	95,468	1,043,793	1,234,920	191,127	84.52%	1,005,720
Utilities	137,894	1,415,803	1,816,020	400,217	77.96%	1,443,450
Chemicals	20,730	610,187	474,000	(136,187)	128.73%	478,226
Repairs and Maintenance	214,344	2,464,936	2,491,980	27,044	98.91%	2,136,284
Outside Services	177,885	2,059,637	2,375,280	315,643	86.71%	1,897,179
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	<b>1,539,518</b>	<b>18,360,538</b>	<b>21,459,550</b>	<b>3,099,012</b>	<b>85.56%</b>	<b>16,974,929</b>
<b>Capital</b>						
Capital Improvements	\$ 590,009	\$ 6,418,319	12,917,642	6,499,323	49.69%	8,326,479
<b>Subtotal Capital</b>	<b>590,009</b>	<b>6,418,319</b>	<b>12,917,642</b>	<b>6,499,323</b>	<b>49.69%</b>	<b>8,326,479</b>
<b>Total Expenses</b>	<b>\$ 2,129,527</b>	<b>\$ 24,778,857</b>	<b>\$ 34,377,192</b>	<b>\$ 9,598,335</b>	<b>72.08%</b>	<b>\$ 25,301,408</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ (170,563)</b>	<b>\$ (807,607)</b>	<b>\$ (7,687,637)</b>	<b>\$ 6,880,030</b>		<b>\$ (969,356)</b>

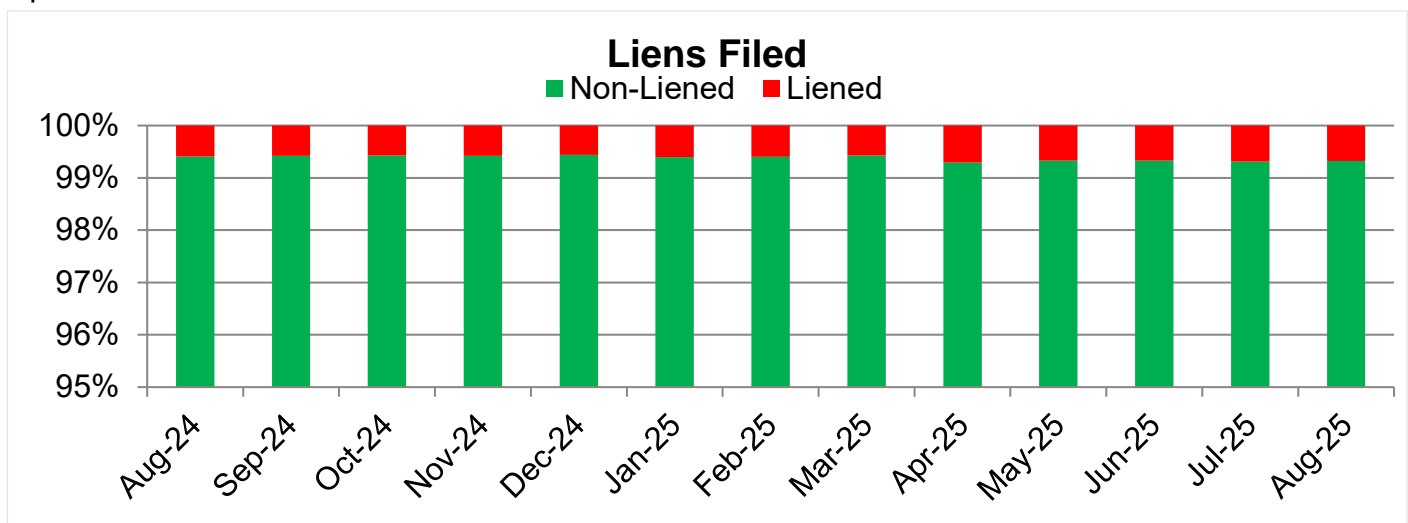
Total Capital expenses incurred and encumbered totalled \$16,225,499 or 125.61% of the current year's capital budget. This figure appears higher than the annual budget because we encumber the full cost of a project at the time it is approved and under contract, even if the work extends over multiple years. Some encumbrances are carried forward from previous years, while others pertain to future expenditures. Over time, this total remains relatively stable as completed projects are closed out and new ones are initiated.

## Accounts Receivable

The District's third quarter billing was \$4,841,024, of this amount \$4,030,973 represents customer balances that are either paid or current. The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 83.0% of billing.



The District serves approximately 33,506 customers. Currently, the District has 227 liens filed which represent less than 1.0% of our customers.



## Pending/Threatened Litigation

- No pending or threatened litigation.

## Retirement Plan Administrative Committee Update

On September 2, 2025, the Retirement Plan Administrative Committee met to discuss the Second Quarter Retirement Plan results. As of June 30, 2025, the Plan had 91 participants with participant assets totaling \$17,052,359; an average of \$187,389 per participant and a median of \$82,753. The majority of the Plan's balance continues to be in the Self-directed Brokerage accounts (46.3%); however, that percentage continues to gradually decline as new contributions are directed toward the Core Line-up. All funds in the core investment line up were deemed to meet fundamental credentials.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

**TO:** D. Albrey Arrington, Ph.D., Executive Director  
**FROM:** Kris Dean, P.E., Deputy Executive Director  
**DATE:** September 10, 2025  
**SUBJECT:** Capital Program Report

### CAPITAL PROJECTS

**82**  
Total Projects

SCHEDULE

**34**  
Average Days Variance

BUDGET

**60**  
% Within Budget

**66**  
% Within Schedule

**49**  
% On Time

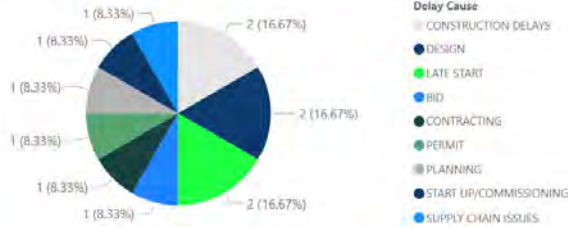
**4**  
> 30 - 60 Days Variance

**1**  
> 110%

**12**  
< 60 Days Variance

**32**  
< 110%

> 60 Days Variance (RED) by Delay Cause



**Total Projects:** The total number of projects active in the capital program. This total number includes all projects regardless of dollar value.

**Schedule:** Overall program schedule performance is reported as Average Days Variance. The Dashboard also includes the number of projects performing  $\leq 30$  days,  $31 \leq 60$  days and  $> 60$ . Positive variance is considered Late, negative variance is considered early.

**Budget:** Overall program budget performance is reports as the % of projects within budget. The Dashboard also includes the number of projects performing  $\leq 110\%$ ,  $> 110\%$  and  $> 120\%$ .

**Delay Cause:** The general cause of delays for projects  $> 60$  days behind schedule.

**Blank:** Denotes zero (0) projects reporting under that category.

**Comments:** Variance by Delay Cause has been expanded to look in more detail at Design/Permit/Bid process.

Gordon M. Boggie  
BOARD MEMBER

Kevin L. Baker  
BOARD MEMBER

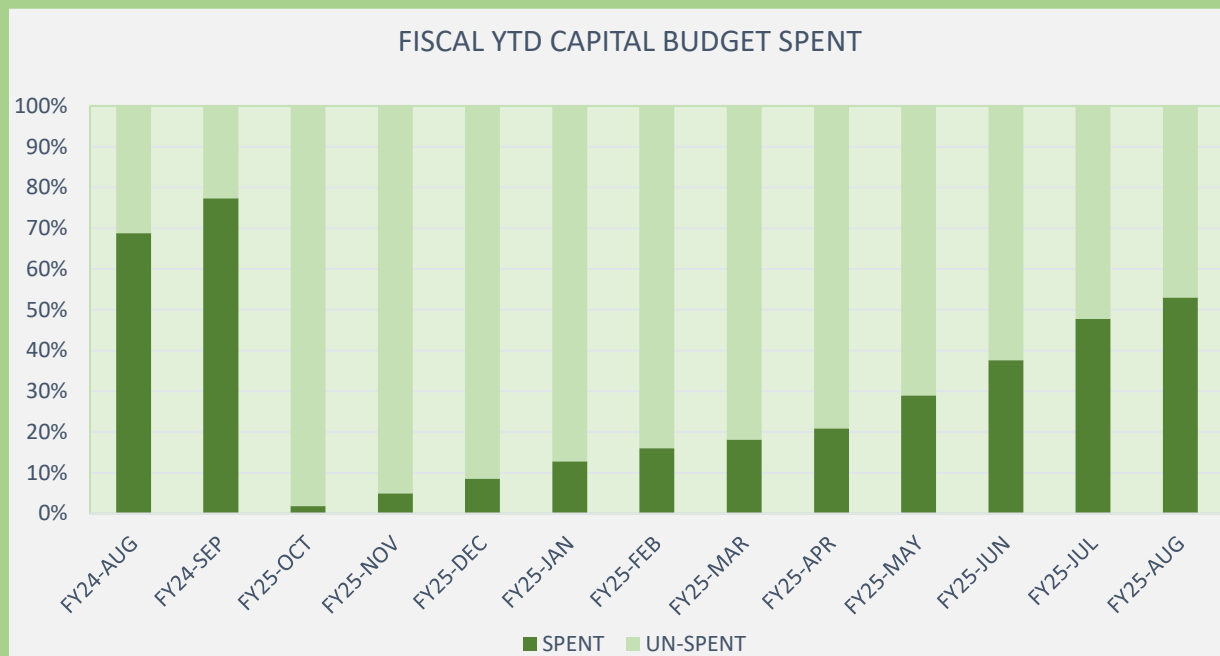
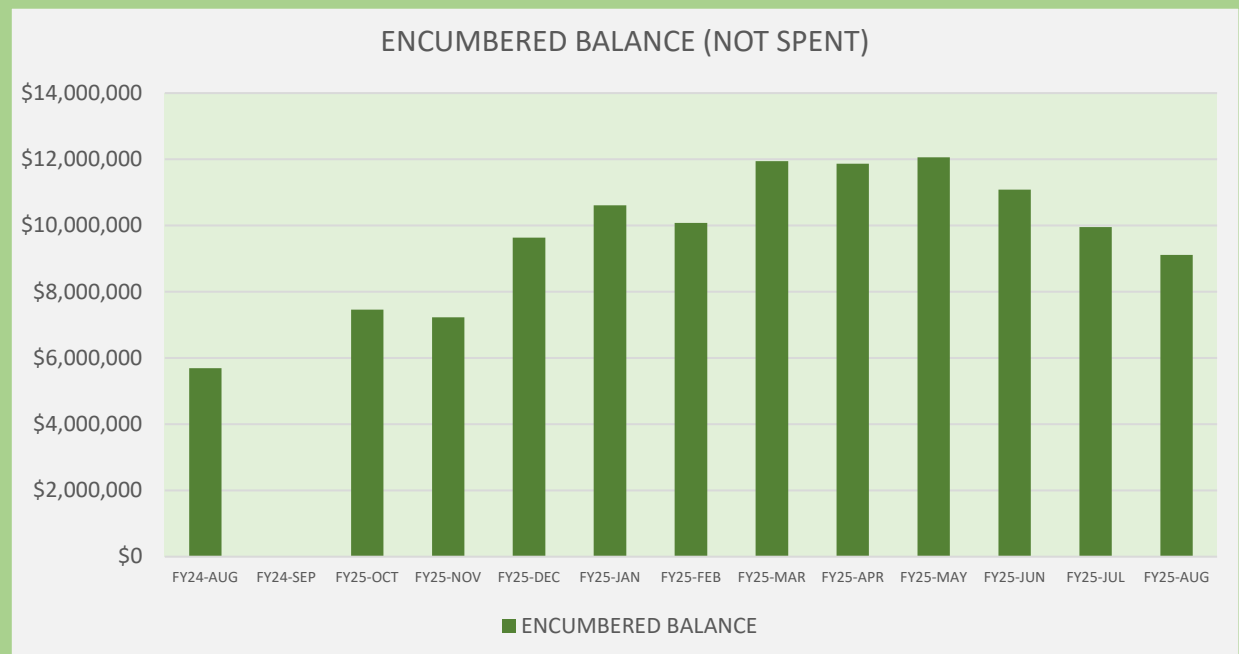
Dr. Matt H. Rostock  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

**Capital Budget:** Overall capital program budget performance is reported as:

**Encumbered Balance:** The dollar amount encumbered under open purchase orders within the current fiscal year less the amount spent during the current fiscal year.

**Capital Budget Spent:** The percentage of the current fiscal year capital budget spent during the current fiscal year.



Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
Baxter & Woodman	A Structure and B Structure Rehabilitation	AR	92	8	9/26/2025	9/18/25 - Award Construction Contract. 9/18/25 - Conformed Contract Documents.
Baxter & Woodman	Anaerobic Selector Zone Pilot Testing and Process Blower Improvements	BP	55	0	7/9/2026	9/25 - Shipment of equipment and installation to begin. 1/20/26 - Pilot Test Begin. 5/18/26 - Pilot Test Complete. 5/19/26 - Draft TM Review. 6/18/26 - Final TM Submittal.
Baxter & Woodman	Headworks Rehabilitation	AR	92	8	9/26/2025	9/18/25 - Award Construction Contract. 9/18/25 - Conformed Contract Documents.
Baxter & Woodman	IQ518 Electrical and IC Upgrades	SP	62	18	3/7/2026	10/27/25 - 100% Submittal to LRECD. 11/10/25 - 100% Submittal Review Meeting. 11/30/25 - Bid Document Submittal.
Baxter & Woodman	Lift Station 200 Rehabilitation and Upgrades	SP	100	0	7/28/2025	Project Completed on 7/28/25.
Baxter & Woodman	Lift Station Control Panel Replacement and Telemetry	RT	0	0	1/12/2028	5/29/25 - Project placed on hold by LRECD until 5/2026.
Baxter & Woodman	Vacuum Truck Dump Facility	JH	75	28	10/24/2025	9/2 - Re-Bid 9/30 - Bids Due
Carollo	Wastewater Utility Risk and Resilience Assessment	AG	95	103	10/16/2025	Carollo and District staff are finalizing results and rankings from the assessment. Carollo is currently scheduled to attend the October Governing Board meeting and present the results.
HCE	Country Club Drive Cascading System	MP	0	0		
HCE	Indiantown Road Gravity and Manhole Inspections	CM	87	0	9/15/2025	Draft report submitted to LRD on 8/29/25. Will complete final report 2 weeks after receipt of comments on the draft.

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
HCE	Lift Station 050 Emergency Generator	CM	64	0	3/12/2026	<p><b>**COMPLETED:**</b> PBC MOT Permit issued, reviewed electrical rack submittal &lt;&lt;&lt;&lt;=====&gt;&gt;&gt;&gt;</p> <p><b>**UPCOMING:**</b> Site mobilization and commence construction September 29th, brick and grout submittal review, updated bypass plan review upon submittal</p>
HCE	Lift Station 082 Conversion	MP	95	112	10/10/2025	<p><b>**COMPLETED:**</b> (Draft) Final O&amp;M submitted (includes training and initial record drawing) &lt;&lt;&lt;&lt;=====&gt;&gt;&gt;&gt;</p> <p><b>**UPCOMING:**</b> Pay App 7, new schedule and time extension, DFS Resolution and "Controls Startup", Final O&amp;Ms and as-builts.</p>
HCE	Lift Station 163 Electric Service Improvements	CM	100	0	7/1/2025	<p><b>**COMPLETED**</b> Final submittal transmitted July 1st &lt;&lt;&lt;=====&gt;&gt;&gt; <b>**UPCOMING**</b> Any RFIs during construction</p>
HCE	Lift Station Cellular Telemetry	PV	90	0	12/3/2025	<p><b>**COMPLETED:**</b> Work on last ATT sites &lt;&lt;&lt;&lt;=====&gt;&gt;&gt;&gt;</p> <p><b>**UPCOMING:**</b> Minor work at 10 sites. Final punchlist walkthrough. Approval of CO 12.</p>
HCE	MLS Odor Control Improvements	CM	100	0	4/4/2026	<p><b>**COMPLETED**</b> Final submittal provided on August 7, 2025&lt;&lt;&lt;=====&gt;&gt;&gt;</p> <p><b>**UPCOMING**</b> Project complete</p>
KCI	20 Acre Site Remediation	TM	85	39	2/19/2026	<p>Awaiting responses from PBC Zoning, Tree Barricade, Tree Preservation from permit resubmittals on 8/18/25: SFWMD resubmittal prepared - O&amp;M to be tweaked and resubmittal anticipated for 9/8/25.</p>

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
Kimley-Horn	AC Force Main Replacement - A1A	SS	77	5	4/21/2026	Construction contract award at the August 2025 Governing Board meeting.
Kimley-Horn	County Line Road Utility Relocations	SS	34	95	4/5/2026	Substantial completion
Mock-Roos	Loxahatchee River Subaqueous Force Main Replacement	JC	80	0	1/28/2026	Open cut casing installation through FEC right of way.

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	17213 Bush Road Gravity Sewer System	CJ	42	13	6/3/2026	Pre-construction meeting held on 8/11/2025. Shop drawing submittals in progress.
LRD	2500 Jupiter Park Drive Site Improvements	KD	26	0	3/15/2028	Final ranking completed by staff on 5/15/2025. Ranking and proposed professional services agreement is presented at the September 2025 Governing Board Meeting.
LRD	2966 Jamaica Drive	CJ	100	0	1/21/2025	COMPLETE
LRD	Administration and Operations Fire System	JP	74	595	4/18/2026	Need to requote project to ensure contractors include identical number of devices. Anticipate presenting at 10/16/25 Board meeting. Install previously pushed to FY26
LRD	Administration Bathroom Renovation	JP	100	0	2/7/2025	COMPLETE
LRD	Aeration Basin Fine Bubble Diffuser Replacement	JP	0	0	3/30/2027	Project rescheduled for after completion of Anaerobic Selector project on 7/9/26. Updated project start date to 8/3/26.
LRD	Aeration Basin Influent Gate Operator	JP	95	90	9/30/2025	Installation coordination in process. Install at all three (3) basins to be completed by 9/30/25
LRD	Australian and Palm Garden Manhole Adjustments	CJ	100	0	7/25/2025	COMPLETE
LRD	Blower Building Intake Louver Replacement	JP	72	627	4/18/2026	
LRD	Clarifier 4 Rehabilitation	JP	61	0	2/2/2026	Pre-con meeting completed on 8/14/25. Review of project submittals in process. Contractor to mobilize on 9/30/25.
LRD	Data Sonde	BH	100	0	3/30/2025	COMPLETE
LRD	Disaster Recovery Site Setup	JC	16	382	1/22/2026	Waiting on pricing from Dell, Storage, backup appliance by 8/8. I have received networking
LRD	Door Access Control Replacements	JC	100	0	1/30/2025	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	Emergency Notification System	JP	100	0	8/31/2025	COMPLETE.
LRD	Engineering Services Offices	CJ	61	225	11/7/2026	Fiber/electrical work construction in progress.
LRD	Front End Loader Replacement	JP	100	0	1/17/2025	COMPLETE
LRD	Headworks H2S Monitor - Odor Control System Improvements	JP	100	0	7/31/2025	COMPLETE
LRD	Indian Hills Low Pressure Sewer System	CJ	97	-19	9/14/2025	Project complete. Working on closeout documents.
LRD	Injection Well Flow Meter	JP	100	-41	8/20/2025	COMPLETE
LRD	IQ502 Electrical Service - Admiral's Cove	CJ	52	-120	1/1/2026	PO issued to general services contractor. Scheduling pre-construction meeting.
LRD	IQ511 Spare Jockey Pump Rebuild - FLY-0921132	JN	52	0	9/30/2025	Waiting parts and delivery
LRD	IQ518 Pump Rebuilds	JN	100	0	2/17/2025	COMPLETE
LRD	JILNOA FPL Pole Removal	KD	100	0	2/28/2025	COMPLETE
LRD	Lift Station 028 Rehabilitation	CJ	26	0	5/21/2026	General Services Contractor proposal under review / in processing.
LRD	Lift Station 029 Rehabilitation	CJ	26	0	5/21/2026	General Services Contractor proposal under review / in processing.
LRD	Lift Station 039 Rehabilitation and Force Main Replacement	CJ	19	0	7/4/2026	Permit applications submitted. FDOH permit received and awaiting receipt of FDEP ERP permit. General Services Contractors proposals in processing.
LRD	Lift Station 050 Collection System Rehabilitation	CJ	100	0	1/28/2025	COMPLETE
LRD	Lift Station 081 Rehabilitation	CJ	100	0	7/25/2025	COMPLETE
LRD	Lift Station 148 Rehabilitation	CJ	100	0	7/23/2025	COMPLETE
LRD	Lift Station 152 Rehabilitation	CJ	100	0	7/25/2025	COMPLETE
LRD	Lift Station 167 Rehabilitation	CJ	100	0	7/17/2025	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	Lift Station 169 Rehabilitation	CJ	27	0	5/14/2026	Plans complete. General services contractor has performed site visit. Waiting on proposal.
LRD	Lift Station 177 Power and Control Panel	CJ	57	-19	4/29/2026	PO issued to general services contractor. Scheduling pre-construction meeting.
LRD	Lift Station 230 Rehabilitation	CJ	100	0	2/18/2025	COMPLETE
LRD	LP1260 Rehabilitation	CJ	14	0	4/29/2025	
LRD	LP1260 Rehabilitation	CJ	71	70	12/4/2025	NTP issued for 7/14/25. Contractor is waiting on control panel and pump delivery to mobilize.
LRD	Main Generator 1 Enclosure Replacement	JP	0	0		Project rescheduled with 2500 Jupiter Park Drive Site Improvements - Phase 1
LRD	Mini Excavator	CJ	100	0	2/18/2025	COMPLETE
LRD	MLS Pump Rebuild - FLY-1870002/LS001-P3	JN	65	21	10/21/2025	Waiting parts and delivery
LRD	Network Hardware Replacement - LS001, LS200, IQ518	JC	76	-120	12/18/2025	MLS to be installed. Programmed MLS switch and will install by end of July 2025
LRD	New Ford Transit - Reuse	JP	100	0	7/15/2025	COMPLETE
LRD	Plant Lift Station 001 Control Panel Replacement	JP	100	0	7/18/2025	Project bidding and procurment COMPLETE. Waiting on HGI to submit project schedule. Upon receipt, need to create new contracting schedule.
LRD	Portable Equipment Anchoring	CJ	100	0	1/16/2025	COMPLETE
LRD	Portable Generator Replacement	JN	99	7	9/30/2025	Waiting on vehicle registration
LRD	Portable Generator Replacement	JN	99	-8	9/30/2025	Waiting on vehicle registration
LRD	Portable Pump Replacement	JN	100	0	7/31/2025	COMPLETE
LRD	Public Education UTV	JP	84	-73	9/19/2025	UTV received on 6/26/2025. Asset assimilation in progress.
LRD	River Center Passenger Van	JP	100	0	6/5/2025	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	San Palermo IQ Point of Connection	CJ	52	153	3/17/2026	PO issued to general services contractor. Scheduling pre-construction meeting.
LRD	Science Center at JILONA	KD	0	0	9/30/2026	Project ON HOLD pending coordination with BLM
LRD	Server Life Cycle Replacement	JC	89	410	9/30/2025	Migrate Hach WIMS - Support asked Alan to run a patch before moving the database.
LRD	Sludge Polymer Make Up System	JP	95	58	9/26/2025	Currently have an electrical issue with the manufacturer supplied skids. Vendor is in the
LRD	Sludge Storage Tank Fine Bubble Diffuser Replacement	JP	0	0	2/3/2027	Project rescheduled for after completion of Anaerobic Selector project on 7/9/26. Updated project start date to 8/3/26.
LRD	Trailer Caddy	JP	100	0	5/16/2025	COMPLETE
LRD	Unit 14 Replacement - Construction	JP	95	59	10/14/2025	Vendor has committed to delivering the vehicle by 9/12/25.
LRD	Unit 21 Replacement - Wild Pine Lab	JP	100	0	11/21/2024	COMPLETE
LRD	Unit 24 Replacement - Engineering	JP	100	0	12/20/2024	COMPLETE
LRD	Unit 25 Replacement - Ops Admin	JP	100	0	11/28/2024	COMPLETE
LRD	Unit 26 Replacement - Collections	JP	100	0	2/21/2025	COMPLETE
LRD	Unit 27 Replacement - Reuse	JP	75	0	1/7/2026	Delivery date provided by vendor. Delivery scheduled for December 2025.
LRD	Unit 29 Replacement - Collections	JP	75	0	1/6/2026	PO issued 11/25/24. Delivery of vehicle pending.
LRD	Unit 63 - New F550 Crane - Construction	JP	77	0	12/24/2025	Delivery date provided by vendor. Delivery scheduled for November 2025.
LRD	WWTP Electrical Upgrades - Phase 1	JP	85	0	12/4/2025	Completion of Item No's 7.1 and 7.2 remaining



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director  
Courtney Jones, P.E., Director of Engineering  
DATE: September 18, 2025  
SUBJECT: Engineering Services Report

### Engineering Administration:

Engineering Admin (ENG ADMIN) staff engage on a daily basis with customers and developers on the following District functions:

- Plan Review Process (from pre-application through Construction)
- Grease Interceptor Application / Change of Ownership or Operation
- Easement Encroachment Requests
- Emergency Calls

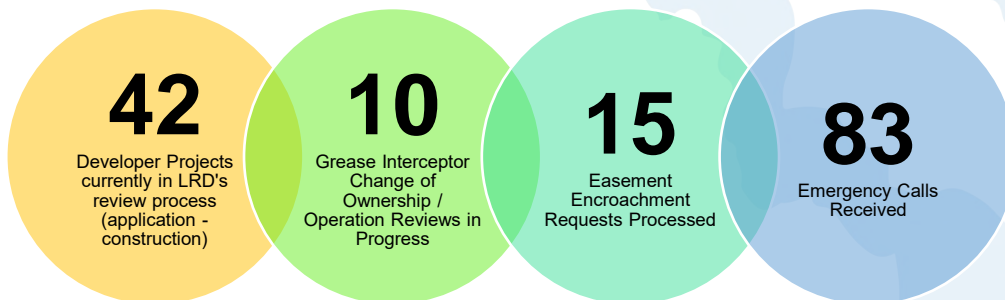
Engineering's goal is to respond to developer's requests within 5 business days at all stages of the review process.

### Developer Response

MonthYear	Avg RT (Working Days)
2024-Aug	1.19
2024-Sep	1.78
2024-Oct	Not Available
2024-Nov	Not Available
2024-Dec	Not Available
2025-Jan	2.68
2025-Feb	2.87
2025-Mar	1.32
2025-Apr	1.85
2025-May	2.67
2025-Jun	2.27
2025-Jul	2.07
2025-Aug	1.86

### KPI LEGEND

KPI RANGE	COLOR
≤ 5 WORKING DAYS	GREEN
5 < DAYS ≤ 7	YELLOW
> 7 WORKING DAYS	RED



August 2025

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Additionally, Engineering Admin also functions as the record keepers of the District through maintenance of record drawings and the Geographic Information Systems (GIS) map. All assets are generated and updated first by Engineering and then disseminated through a workflow to the District's asset management system. District staff are encouraged to complete redlines to the map for any discrepancies / updates that are needed based on field observation.

GIS Redlines	
Month-Year	# of Redlines Processed
August-24	36
September-24	29
October-24	64
November-24	29
December-24	30
January-25	21
February-25	44
March-25	31
April-25	18
May-25	19
June-25	52
July-25	48
August-25	59
<b>12-MONTH AVERAGE</b>	<b>37</b>

**KPI Metrics:**

	≥ 20
	15 < REDLINES ≤ 19
	> 15 REDLINES

Engineering Inspections:

Engineering Inspections (ENG INSP) staff are responsible for protection of existing District facilities and ensuring new facilities are constructed in compliance with the District's Manual of Minimum Construction Standards and Technical Specifications.

For compliance with Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, Engineering must respond to standard locate tickets within 2 full business days (metric is set to 2.75 days to account for tickets that come in after business hours).

811 Locates		
Month-Year	# of Locate Tickets Completed	Average Time to Locate (Days)
August-24	842	0.61
September-24	712	0.65
October-24	732	0.53
November-24	724	0.86
December-24	685	0.78
January-25	756	0.64
February-25	644	0.71
March-25	744	0.68
April-25	733	0.68
May-25	704	0.73
June-25	727	0.87
July-25	739	0.81
August-25	876	0.78
<b>12-MONTH AVERAGE</b>	<b>740</b>	<b>0.69</b>

**KPI Metrics:**

	< 2.75 days
	≤ 2.9 days
	> 2.9 days

### Engineering Construction:

Engineering Construction (ENG CON) staff are responsible for supporting Collections, Reuse and Operations with necessary repairs and rehabilitations of their respective assets. The District has a Construction Foreman who oversees three 2-person construction crews.

The Engineering Department also oversees general services construction contracts (low-pressure, lift station, wastewater/IQ, general electrician services and lining).

#### ***Project Highlight***

In-house construction crews worked with Collections / Reuse for installation of a new flow meter at IQ512



### Collections / Transmission & Reuse / Distribution:

Collections and Transmission (COL) staff are responsible for the District's collection and transmission system, which collects and transmits raw wastewater to the District's Wastewater Treatment Facility (WWTF) for treatment. Collections staff routinely perform preventative maintenance on the various assets of the collections system and respond to emergency calls.

Reuse staff are responsible for the effective and efficient operation and maintenance of the District's reuse distribution facilities. Reuse staff routinely perform preventative maintenance on the various assets of the distribution system and coordinate with both wholesale and retail customers for effective delivery of reuse water.

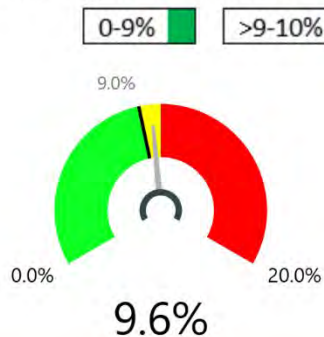
### Red Lights / Emergency Call Response:

This month the wastewater collections / transmission system experienced 55 total red lights. 27 lift station red lights (19 stations with 4 stations experiencing multiple red light events) and 28 low pressure red lights (21 stations with 5 stations experiencing multiple red light events).

Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages.

## Red Light Emergency Call Work Orders Dashboard August 2025

### % LRD Related Red Lights at Lift Stations



27

# WO for LS Red Lights

19

# LS with Red Lights

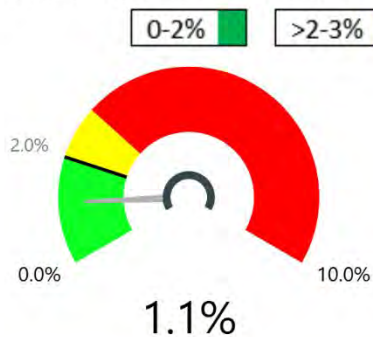
211

# LS w/ No Red Light Alarm

4

# LS w/ Multiple Occurren...

### % LRD Related Red Lights at LP Stations



28

# WO for LP Red Lights

21

# LP with Red Lights

1633

# LP w/ No Red Light Alarm

5

# LP w/ Multiple Occurren...

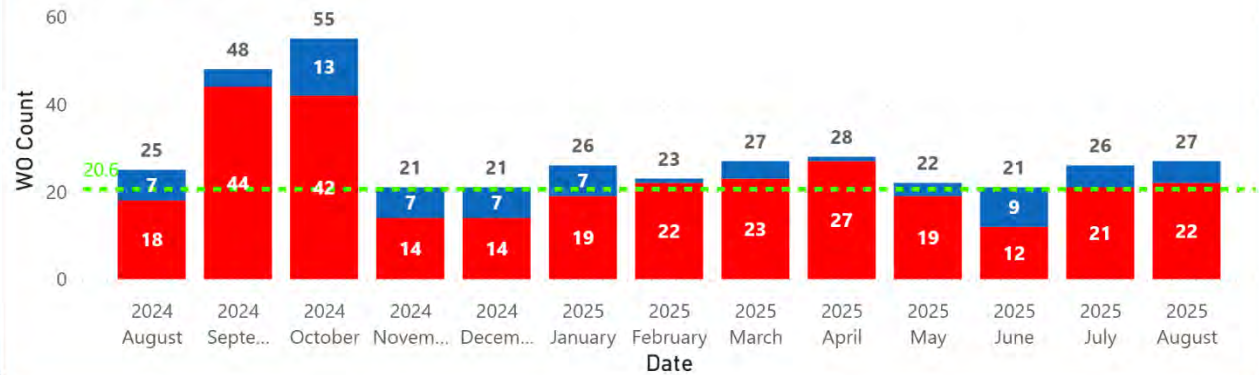
Of the wastewater lift stations within the District's service area, 9.6% of these lift stations experienced a LRD related red light in August 2025 as compared to 7.8% in August 2024.

## Red Light Emergency Call Work Order Lift Station: Trend

8/1/2024 through 8/31/2025

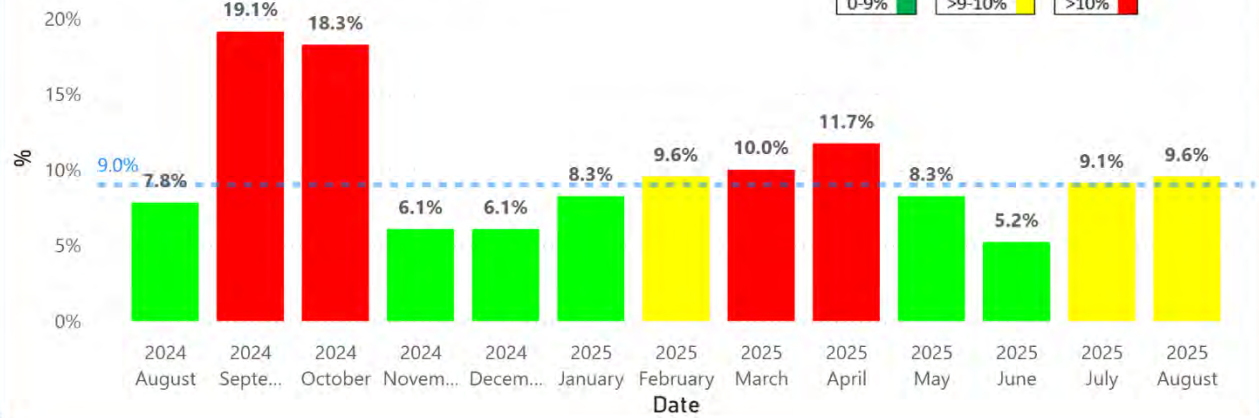
### WO Count LS Red Lights

LRD Related ● Related ● Not Related



### % LS Stations with LRD Related Red Lights

0-9% ● >9-10% ● >10%



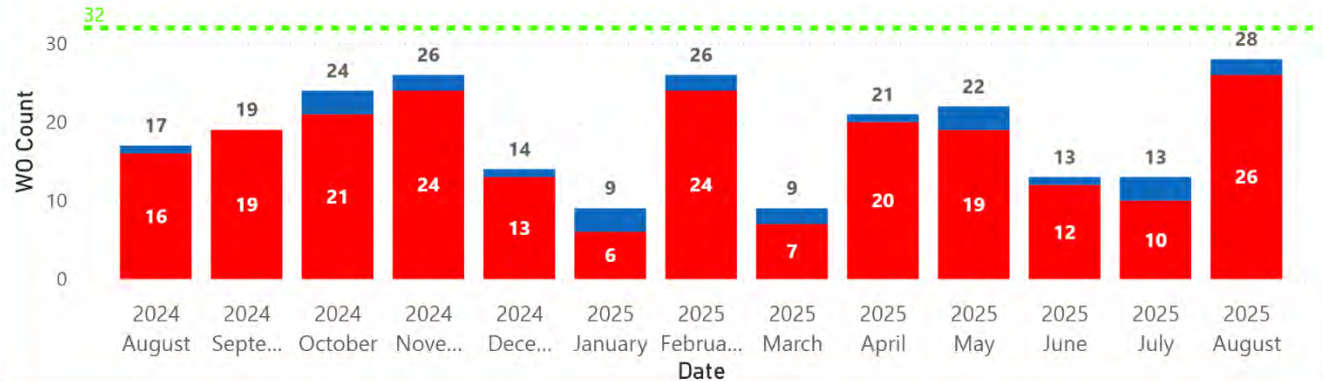
Of the low-pressure stations within the District's service area, 1.1% of these low-pressure stations experienced a LRD related red light in August 2025 as compared to 0.9% in August 2024.

## Emergency Call Work Order Low Pressure: Trend

8/1/2024 through 8/31/2025

### WO Count LP Red Lights

LRD Related ● Related ● Not Related



### %LP Stations with LRD Related Red Lights

0-2% ● >2-3% ● >3%

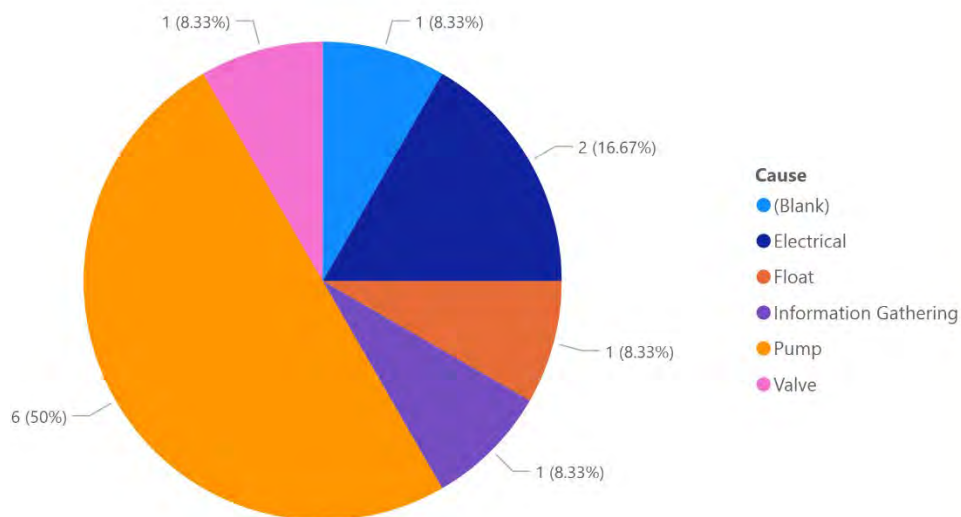


In August 2025, 4 lift stations experienced multiple redlights. Lift Station No. 092 (400 N A1A), Lift Station No. 160 (6474 Jupiter Landing Dr), Lift Station No. 218 (2811 N. Caroline Dr.), and Lift Station No. 296 (17400 Haynie Ln) experienced issues related to the pumps and electrical components at the station. Refer to table below for additional information.

### Red Light Emergency Call Work Order Lift Station: Monthly Multiple Occurrences Cause Analysis

8/1/2025 through 8/31/2025

Total Red Lights by Failure Code



12

Count of WO#

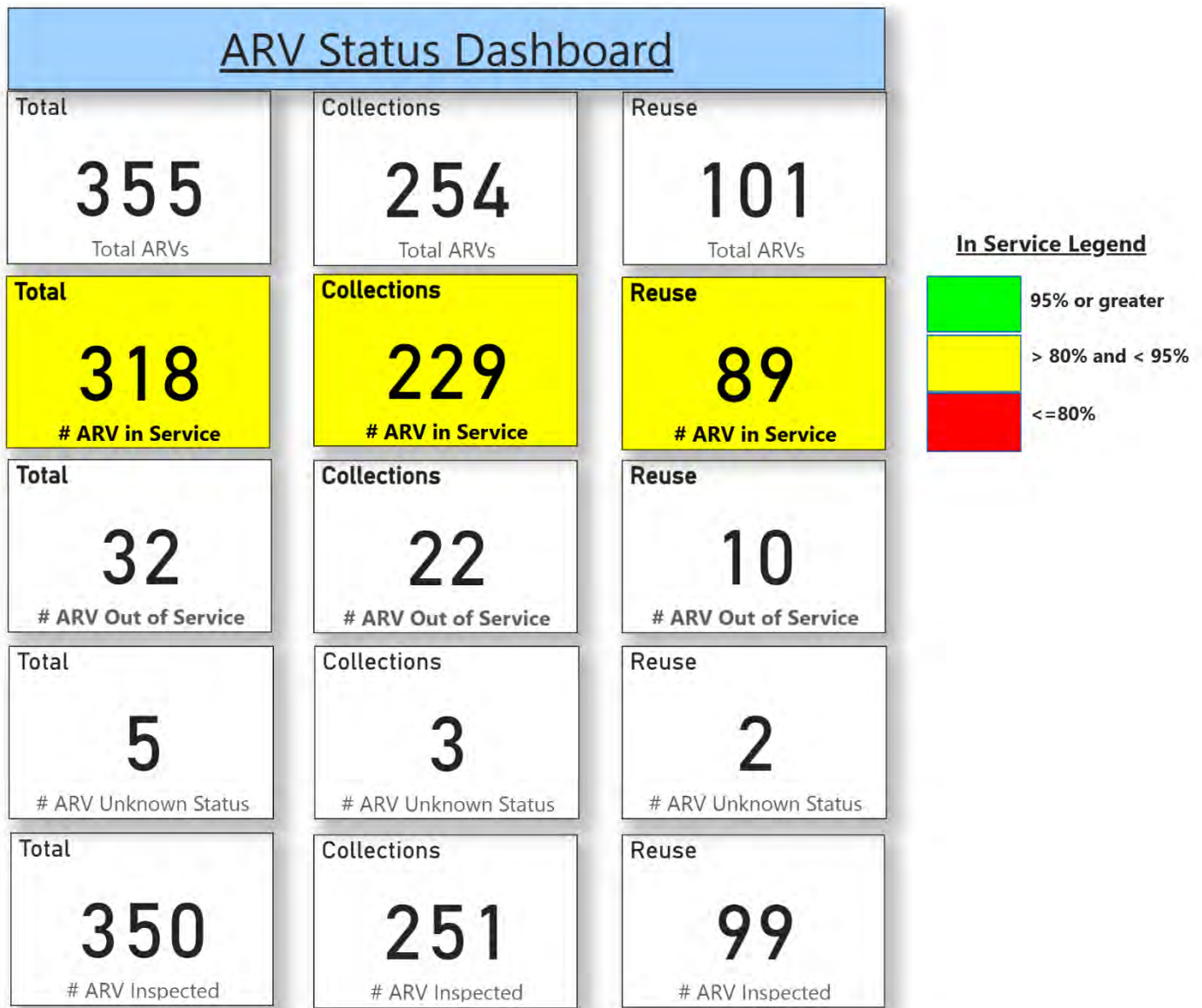
4

Count of Asset

### Emergency Call Work Orders Data Explorer

WO#	Asset	Result	Comments	Failure Code	Date Reported	Status
2233171	LS092	LS Red Light	A leg tripped--verified system pumped down okay after reset	ELEC	August 2025	10 - Closed
2235248	LS092	LS Red Light	rams in bleed valve	VALV	August 2025	10 - Closed
2236528	LS092	LS Red Light	waiting on spare to replace pump--worn impeller	PUMP	August 2025	10 - Closed
2237270	LS092	LS Red Light	waiting on spare to replace pump--worn impeller	PUMP	August 2025	10 - Closed
2238162	LS092	LS Red Light	waiting on spare to replace pump--worn impeller	PUMP	August 2025	10 - Closed
2237997	LS160	LS Red Light		INFG	August 2025	08 - Review by Supervisor
2238017	LS160	LS Red Light	REPLACED P2 CONTACTS--issue with lead float not attached	FLOA	August 2025	10 - Closed
2238156	LS160	LS Red Light	PULLED FLOAT FROM P1	PUMP	August 2025	10 - Closed
2235453	LS218	LS Red Light		ELEC	August 2025	08 - Review by Supervisor
2235462	LS218	LS Red Light	mix flush valve clogged	PUMP	August 2025	10 - Closed
2234945	LS296	LS Red Light			August 2025	08 - Review by Supervisor
2239577	LS296	LS Red Light	rams	PUMP	August 2025	10 - Closed

*Air Release Valve Preventative / Corrective Maintenance:* Collections staff are completing preventative maintenance on all ARVs and coordinating with Construction for necessary repairs on ARVs that are out of service.



*Lift Station Wet Well Preventative Maintenance:* Collections staff are completing preventative maintenance on lift station wet wells and adjusting frequency of cleaning based on findings to efficiently utilize staff time / resources.



*Unauthorized Discharges:* There was 1 unauthorized discharge in the collection-transmission & reuse-distribution system this month.

01-LS134-VLA01 54gal ARV Seat Mars Way 08-25-2025

## Unauthorized Discharge FIELD : KPI

Field Sewage Unauthorized Discharge by Month

Date	Occurrences	Total Gallons	Impacting Surface Waters
<b>August 2024</b>	4	2,240	0
<b>September 2024</b>	4	70	0
<b>October 2024</b>	3	69	0
<b>November 2024</b>	4	66	0
<b>December 2024</b>	3	60	0
<b>January 2025</b>	3	57	0
<b>February 2025</b>	2	51	0
<b>March 2025</b>	2	6	1
<b>April 2025</b>	4	42	0
<b>May 2025</b>	0	0	0
<b>June 2025</b>	1	255	1
<b>July 2025</b>	3	601	0
<b>August 2025</b>	1	54	0
<b>Total</b>	34	3,571	2

Field IQ Unauthorized Discharge by Month

Date	Occurrences	Total Gallons	Impacting Surface Waters
<b>August 2024</b>	0	0	0
<b>September 2024</b>	0	0	0
<b>October 2024</b>	1	200	0
<b>November 2024</b>	0	0	0
<b>December 2024</b>	1	2	0
<b>January 2025</b>	0	0	0
<b>February 2025</b>	0	0	0
<b>March 2025</b>	0	0	0
<b>April 2025</b>	1	10,000	0
<b>May 2025</b>	1	5	0
<b>June 2025</b>	0	0	0
<b>July 2025</b>	0	0	0
<b>August 2025</b>	0	0	0
<b>Total</b>	4	10,207	0

### Conditional Formatting

Green: Total Gallons < 704 AND Impacting Surface Waters = 0  
 Yellow: Total Gallons <= 1500 AND Impacting Surface Waters = 0  
 Red: Total Gallons > 1500 OR Impacting Surface Waters >= 1



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director

FROM: Jason A. Pugsley, P.E., Operations – Plant Manager

DATE: September 12, 2025

SUBJECT: August 2025 Operations Department Monthly Report

### Treatment Plant Monthly Performance Summary

Overall, the month of August was productive with all monthly reports prepared and submitted on time. There were no permit exceedances this month. The treatment plant generally operated efficiently and met all treatment objectives. During the month, influent flows to the plant were on the same order magnitude as the flows during the previous month. This month, Sludge Volume Index (SVI) values continued to be variable and higher than desired in response to continued periods of excessive filamentous organisms. Ammonia conversion (i.e. oxidation) was also slightly lower than desired this month. The lower conversion rate was attributable to periods of slightly higher than anticipated ammonia concentrations in the plant influent. To improve ammonia reduction, Staff made appropriate adjustments to increase the dissolved oxygen concentrations within the aeration basin. Ammonia conversion is an important metric to monitor since ammonia oxidation requires specific autotrophic nitrifying bacteria which are a good indicator of a healthy biological mass. If the biological mass contains a healthy population of nitrifiers, it's a good indicator that the heterotrophs responsible for BOD (i.e. organic load) reduction are also thriving. Additionally, due to the relative sensitivity of nitrifiers to toxic loads, these organisms are the first to die-off. Early detection of lower ammonia conversion rates allows Staff to implement corrective action(s) before the quality of the treated effluent or sludge settleability degrades. Another reason ammonia conversion is important to monitor is because higher concentrations of ammonia in the treated effluent can significantly reduce the effectiveness of chlorine disinfection. This happens because ammonia reacts with chlorine forming chloramines which is a weaker disinfectant. As a result, the chlorine usage increases significantly under these conditions.

The plant did not experience an unauthorized discharge during the month of August.

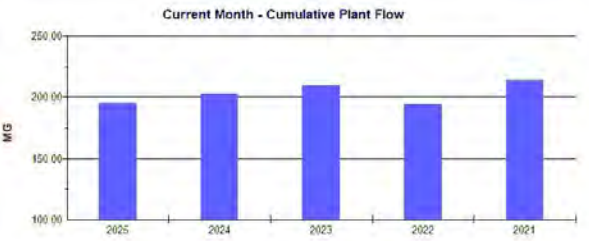
Gordon M. Boggie  
CHAIRMAN

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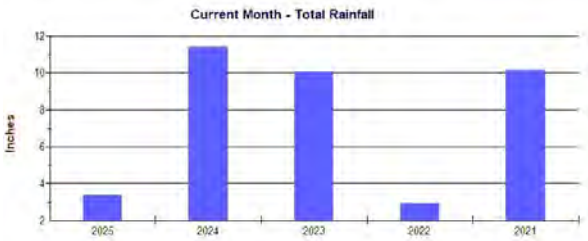
Stephen B. Rockoff  
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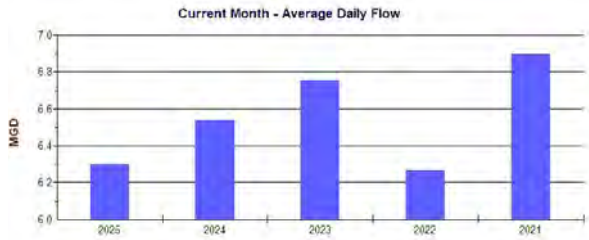
Graphical summaries of the plant flows and rainfall during the month of August, including comparisons with plant flows during the previous month (i.e., July 2025), are presented below.



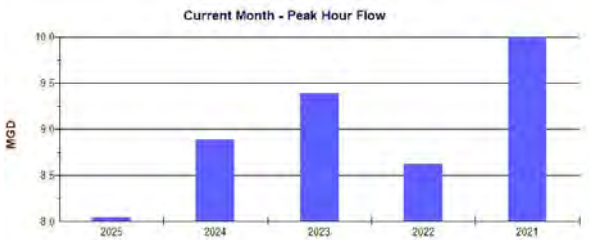
The Cumulative Influent Plant Flow for the month of August was 195.19 million gallons. This is nearly equivalent to the Cumulative Influent Plant Flow during the month of July of 194.13 million



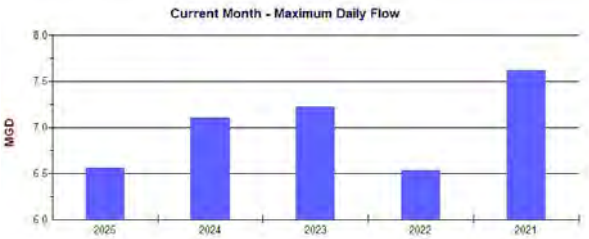
3.38 inches of total rainfall was recorded at the plant site during the month of August. This is less than the July rainfall recorded of 4.42.



The Average Daily Flow (ADF) for the month of August was recorded at 6.30 MGD which is nearly equivalent to the ADF recorded during the month of July of 6.26 MGD as well as the August 2024 ADF of 6.33 MGD.

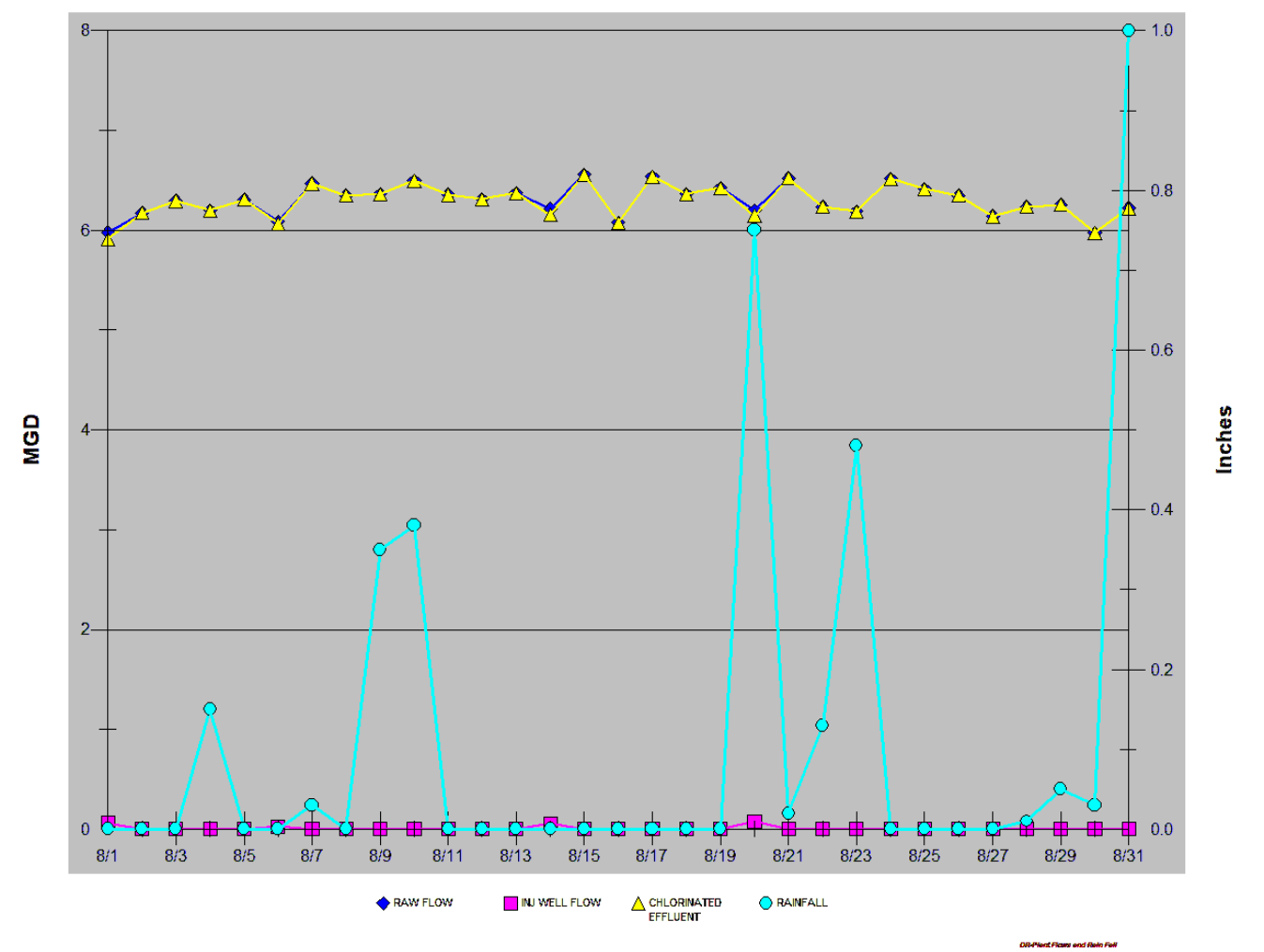


The Peak Hour Flow (PHF) for August was 5,583 GPM which equates to an equivalent daily rate of 8.04 MGD. This is slightly greater the PHF for July of 5,396 GPM (7.77 MGD).



The Maximum Daily Flow (MDF) in August was 6.56 MGD. This is nearly equivalent to the MDF for July of 6.61 MGD.

For the month of August, 99.90% or 194.99 MG of the cumulative influent flow to the plant was sent to the IQ storage system where it was distributed, as needed, to the various golf courses and the Abacoa development sites. A total of 0.23 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 243.05 million gallons of IQ water to the reuse customers during the month of August.



Year to date (i.e., Calendar Year 2025), approximately 93.42% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers, year to date, is 1,849.50 million gallons.

The Operations Dashboard for the month of August is provided below for review. The Dashboard provides a snapshot of the health and performance of the wastewater treatment plant over the monthly period and provides explanations for all metrics which are reported beyond or outside of the respective optimal range.

# LOXAHATCHEE RIVER DISTRICT OPERATIONS DASHBOARD



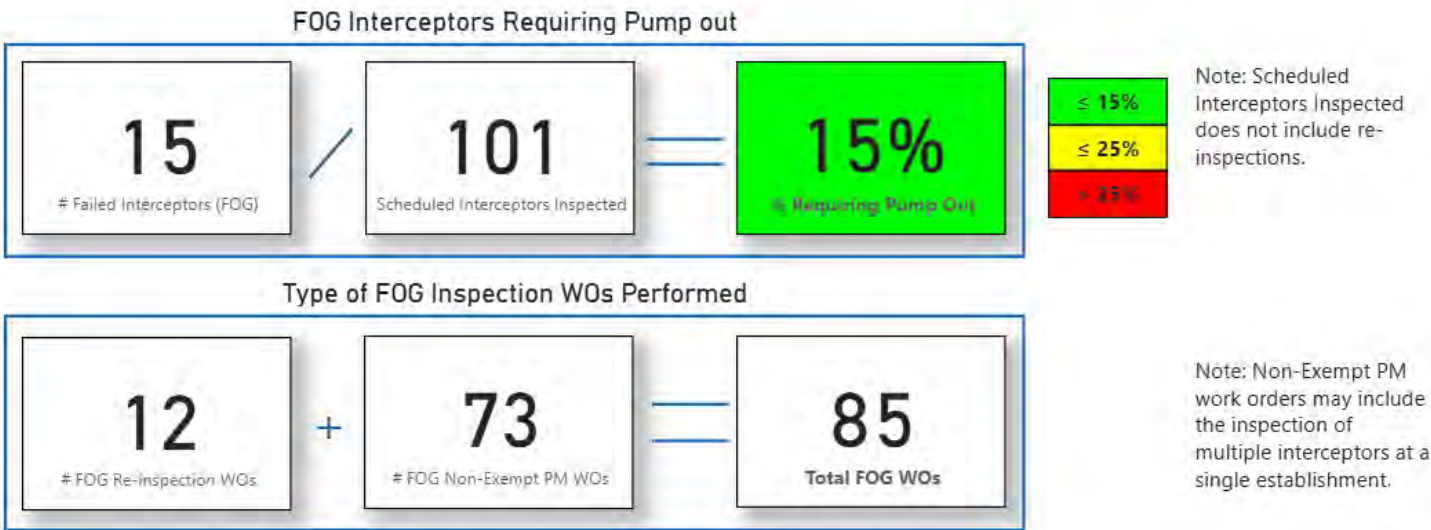
Plant											Pre-Treatment	IQ
Percent of Plant Capacity		SRT, MAvg	Aerbay NH3, MAvg	Sludge Yield, MAvg	Sludge Volume Index, MAvg	Secondary Treatment Performance	Permit Exceedance	CE CL2 Usage, MAvg	Dewatered Biosolids Cake, MAvg	IQ511 WW LSI	Grease Interceptor Inspections	NANO Blend
Benchmark / Customer Expectation	Mean Daily Incoming Flow	day(s)	% Reduction	lbs WAS/lbs cBOD	mL/g	Mean Clarifier TSS	# days	lbs CL2/MG	% Solids	Index	% requiring pump out	Max Specific Conductance (umhos/cm)
Green Level	≤ 70%	≥0.9 - ≤1.1	≥30 - ≤40	≥0.3 - ≤0.8	≤ 200	< 10	Zero	≤ 85	≥14.5	≥-0.3 - ≤0.3	<15	<1298
Yellow	≤ 80%	≥0.8 - ≤1.2	≥25 - ≤45	≥0.2 - ≤1.0	≤ 250	< 15		≤ 100	≥13.5	≥-0.6 - ≤0.6	≤25	≤1578
Red	> 80%	<0.8 - >1.2	<25 - >45	<0.2 - >1.0	> 250	≥ 15	≥ 1	> 100	<13.5	<-0.6 - >0.6	>25	>1578
2022 Baseline	64.54%	0.95	33.08	1.08	209	8.3	0.00	77.41	14.68	0.13	16	1294
2023 Baseline	62.90%	0.92	33.78	0.98	246	8.5	0.00	76.54	15.57	0.52	13	1296
2024 Baseline	63.39%	0.94	31.56	0.80	253	7.8	0	79.40	15.59	0.38	14	1136
2024 Aug	58.50%	1.01	24.19	1.04	244	5.8	0	86.86	15.40	0.31	14	1098
Sept	60.07%	1.02	27.00	1.03	263	4.8	0	116.06	15.37	0.60	14	1082
Oct	63.80%	1.05	30.12	0.89	307	6.7	0	118.83	16.15	0.72	12	1159
Nov	64.74%	0.99	36.49	0.63	275	6.6	0	67.86	15.36	-0.10	14	1089
Dec	64.68%	0.87	29.79	0.60	277	10.3	0	76.99	15.37	0.21	18	1130
2025 Jan	63.51%	0.83	25.55	0.84	232	10.6	0	103.65	15.60	-0.09	14	1127
Feb	64.03%	0.87	29.35	0.83	213	10.4	0	79.68	15.63	0.31	14	1162
Mar	64.64%	0.88	28.39	0.83	261	10.1	0	77.70	15.69	0.08	11	1159
Apr	64.00%	0.88	30.88	0.79	295	9.9	0	69.93	15.80	1.19	12	1138
May	61.98%	0.93	34.80	0.72	255	8.9	0	69.29	15.73	0.27	12	1142
Jun	59.43%	0.97	32.69	0.75	301	6.8	0	69.74	16.02	0.21	14	1283
Jul	57.56%	1.02	30.54	0.70	266	7.8	0	69.37	16.58	0.19	15	1193
Aug	57.02%	0.98	29.68	0.73	329	7.1	0	71.48	15.63	0.34	15	1208
Consecutive Months at Green	136	4	0	5	0	5	52	7	32	0	8	27
Metric Owner												

Metric	Explanation
NH3	As a result of the relatively high organic loadings to the plant this month, there were periods of increased NH3 in the plant influent. During these periods, NH3 conversion was inhibited which negatively impacted the percent reduction for the month. To improve the ammonia reduction, Staff has increased the dissolved oxygen setpoint in the aeration basin to better aid in the conversion of NH3.
SVI	The higher than desired SVI reported this month was due to periods of relatively moderate organic loadings to the treatment plant with periods of relatively higher MLSS. When these conditions occur, there is a low food to mass (F:M) ratio which creates ideal conditions for filamentous organisms to propagate. Filamentous bacteria form thread like mats which result in sludge bulking which reduces sludge settleability. The most effective means to address the development and propagation of filamentous organisms with the current treatment process used at the District's WWTP is to chlorinate the return activated sludge (RAS) prior to reintroduction of the RAS into the aeration basins. This chlorination process results in the significant degradation or eradication of these organisms and therefore improves sludge settleability. Operators applied chlorine to the RAS five (5) times during the month which caused the SVI to improve after dosing.
LSI	This month, Staff switched to using a HACH TNT 869 water hardness sampling kit in conjunction with the use of our HACH DR3900 spectrometer unit, instead of the previous titration method. Prior to implementing this method change, Staff performed comparative sampling to confirm consistent results. While the use of titrates is a recognized and acceptable method, there is a higher likelihood for inconsistent results since it requires Operators to assess when the titration point is reached based on a color change. This point can be highly subjective based on the operator performing the analysis. This month's sampling results indicated a slight increase in calcium hardness for the majority of the samples taken. The LSI for the sample collected at IQ-511 (+0.34) was slightly above the acceptable range of +0.3 and indicates a slightly scaling water.

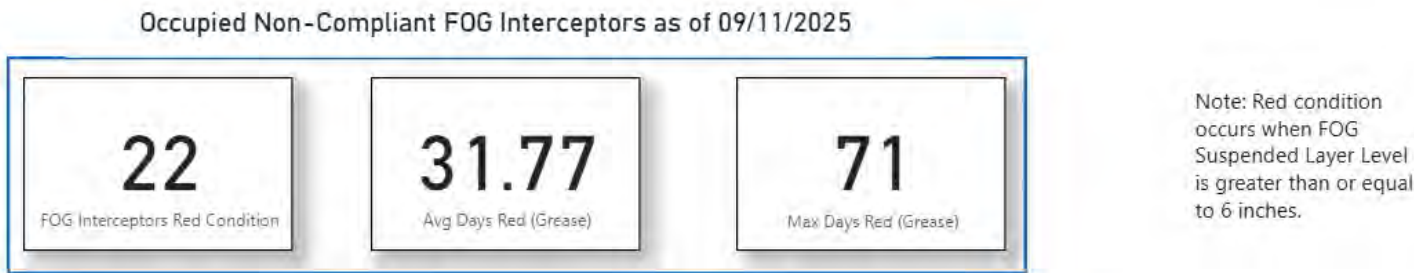
**Industrial Pretreatment – Interceptor Management Program Update**

The Industrial Pretreatment (IPT) Program provides for the regulation of wastewater discharges into the District’s sanitary sewer collection system for industrial and specific commercial establishments. One of the most significant functions performed by the IPT program is the regular inspection of interceptor units. Interceptors are generally required for food establishments, car washes or similar facilities which have the potential to discharge oily water and linen maintenance establishments.

**Dashboard for Fats, Oils & Grease (FOG) Interceptor Suspended Layer Levels  
from 8/1/2025 to 8/31/2025**



Status: For the period, 8/1/2025 to 8/31/2025, a total of 101 interceptor units were inspected with a total of 15 (or 15%) units requiring pump out. A total of 12 re-inspection work orders were performed.



### **Project Highlights:**

This month, Operations and Maintenance Team members worked together to replace the existing 24-inch, magnetic flow meter and transmitter for the injection well system. The injection well flow meter is one of the plant's primary regulatory compliance flow meters. The existing meter needed to be replaced because it was installed nearly thirty years ago and had reached the end of its useful life. Due to the size and service location of the meter tube, Staff had to develop a detailed plan to complete the work successfully and mitigate potential challenges. Since the meter is located on the piping segment between the injection well pump station and the injection well, the injection well would not be available as an alternate disposal option during the course of the work.

As part of the plan, it was determined that the first step to be taken was the installation of a low point drain on injection well piping. The low point drain was required to allow for the complete elimination of all liquid in the piping in advance of the work to eliminate the potential for an unauthorized discharge. To install the low point drain, staff drilled and tapped the piping to install the low point drain valve. Upon removal of the coupon, Staff performed an inspection to assess the current condition of the ductile iron piping. Based on the inspection, and given the age of the piping, Staff considers the existing piping to be in good condition.



Once the low point drain was installed, Staff scheduled the work to replace the injection well flow tube. This work required a Team consisting of Staff from the Operations, Maintenance and Construction Departments. Prior to proceeding all valving, pumps and the injection well were closed and locked/tagged and the piping fully discharged. Once drained, plant mechanics began disassembling the flange connections for the existing flow tube while plant electricians worked swiftly to replace the existing flow indicating transmitter. All in all the replacement of the flow tube and transmitter was completed in under four (4) hours and the

injection well system was reconfigured to be available as the alternate treated effluent disposal method.



**Injection Well Flow Meter Tube Replacement**



**Injection Well Flow Meter Tube and Transmitter Replacement**

During the month of August, District Staff worked with a qualified electrician to complete important electrical upgrades at multiple District facilities to replace aging and/or antiquated equipment which could be rendered unserviceable due to product phase-out by the respective manufacturers. The upgrades are part of the Phase I of the WWTP Electrical Upgrades capital project. The upgrades were identified and prioritized as part of a previous condition assessment performed by one of the District's consulting engineers. Phase I of the project generally included replacement of all equipment which was estimated to have a remaining useful life of 1 to 2 years. These electrical upgrades included replacement of the following electrical equipment at the District's WWTP

- Electrical Building No. 1 – Old Server Room Transformer
- Operations Control Building – Main Disconnects and Lighting Panel
- Operations Administration Building – Exterior Fused Disconnects
- Headworks – Lighting Panelboard “L”
- Headworks – Instrument Panelboard “I”
- Pump Shop – Lighting Panelboard PS-LP and Transformer

The completion of this work is the first phase of an annual process which is intended to systematically replace and/or upgrade the electrical equipment and systems at the District's WWTP to improve reliability and resiliency. To this end, Staff have included funding in the rate study for each of the next 10 years to complete subsequent phases of this work.



**Ops Control Bldg. – Main Disconnect**



**Ops. Admin. Bldg. – Fused Disconnects**



**Headworks - LP**



**Ops. Control Bldg. - LP**



**Electrical Building XFMR**

Lastly, Maintenance Team members collaborated with multiple contractors to complete necessary maintenance in and around the IQ storage lakes and perimeter canal. The tasks included the clearing of significant vegetation around the banks of the IQ storage lakes, the annual bank trimming/cleaning of the canals running along the western and southern property boundaries, as well as the falling and removal of multiple dead pine trees.



**Perimeter Canal**  
**Bank Vegetation Clearing**



**Perimeter Canal**  
**Bank Vegetation Clearing**



**IQ Storage Lake**  
**Bank Vegetation Clearing**



**Perimeter Canal**  
**Bank Vegetation Clearing**



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: September 10, 2025  
SUBJECT: Information Services Monthly Governing Board Update for August 2025

### WildPineEcological Laboratory Riverkeeper Project

In August, the lab staff and our partners collected 153 water quality samples from 26 monitoring stations throughout the watershed. A total of 75 fecal indicator bacteria samples were analysed in support of additional testing for the weekly bacteria monitoring program and the additional monthly testing in Jones and Sims Creeks.

The overall water quality score for August 2025 was “Good” with 82% of all samples meeting the EPA/DEP water quality criteria for each site. This was up from last month’s “Fair” score of 74%, and last year’s August score of 70% (see score card below). Even though we are in the midst of the wet season, the nitrogen, phosphorus and bacteria scores were all good as rainfall and stormwater flows to the river have been very low this year.

For the core parameters, *total nitrogen* scored “Good” during August with 85% of sites meeting the water quality criteria. This was a decrease from last month’s score of 97% but better than last year’s August score of 79%.

*Total phosphorus* results scored “Good” in August with 88% of sites meeting the water quality criteria. This was an improvement from last month’s “Fair” score of 72% and much better than last year’s August score of 61%.

*Chlorophyll* results scored “Fair” for the month of August with 62% of sites meeting the stringent water quality criteria. This was a big improvement from last month’s “Poor” score of only 38% and better than last year’s “Poor” score of 55% for August.

For the combined *fecal indicator bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters, and *E. coli* in fresh waters), August results scored “Good” with 85% of sites meeting the established water quality criteria. This was a up from July’s 79% and last year’s August score of 77%.

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

SampDate

8/1/2024

8/31/2025

Loxahatchee River District  
Water Quality Scorecard  
Results scored to FDEP/EPA Water Quality Criteria

Green - Good: 80% - 100%

Yellow - Fair: 60% - 79.9%

Red - Poor: &lt; 60%

## Monthly Water Quality Score

August  
202582%  
Overall153  
Total Samples

TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci and E. coli bacteria

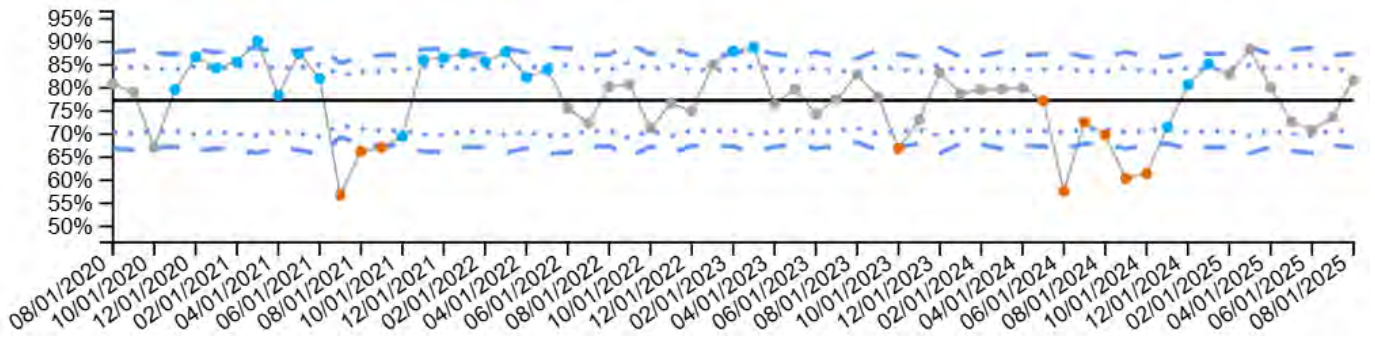
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2025	August	153	82%	26	85%	26	88%	26	62%	75	85%
2025	July	167	74%	29	97%	29	72%	29	38%	80	79%
2025	June	120	71%	18	94%	18	83%	18	50%	66	67%
2025	May	132	73%	19	100%	19	84%	19	63%	75	65%
2025	April	156	80%	29	90%	29	86%	29	48%	69	87%
2025	March	120	88%	18	94%	18	100%	18	78%	66	86%
2025	February	153	83%	26	92%	26	96%	26	65%	75	81%
2025	January	155	85%	28	100%	28	93%	28	64%	71	85%
2024	December	145	81%	25	96%	25	84%	25	56%	70	83%
2024	November	179	72%	34	82%	34	74%	34	53%	77	74%
2024	October	171	61%	33	82%	33	48%	33	55%	72	61%
2024	September	144	60%	25	88%	25	72%	25	48%	69	51%
2024	August	176	70%	33	79%	33	61%	33	55%	77	77%
Total		1971	75%	343	90%	343	78%	343	56%	942	75%

### Statistical Process Control (SPC) Charts of Water Quality Scoring

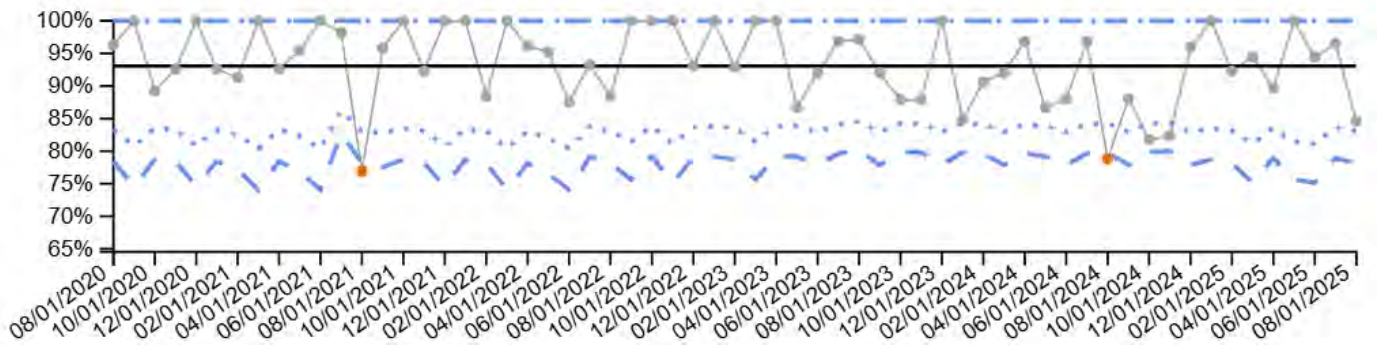
Our Statistical Process Control (SPC) charts provide more “intelligence” and context to the monthly water quality scores (see next page). These charts show statistical trends, shifts, and magnitude of changes in the scores. The mean is represented by the black centerline and the overall score is at 77% for the current 5-year period of record and recalculates depending on the data range. The upper and lower “warning” limits (2 standard deviations) are represented by a dotted blue line; and the upper and lower control limits (3 standard deviations) are represented by a dashed blue line. The 3 blue points indicate a trend of increasing scores. The orange data points are flagged as a trend or a shift of scores relative to the mean.

The recent observations show an improvement in all the parameters except total nitrogen. The monthly water quality score for nitrogen almost always scores “good” as it did this month (85%). But when we dive deeper into the SPC chart, we see that the drop in score near the warning limit (dotted blue line) of 78% or lower have been recorded only 6 times in the past 5 years. Interestingly, the two lowest scores, indicated by the two orange points, both occurred in August and were driven by the “Poor” stations sampled quarterly in Jonathan Dickinson State Park like they were last month (discussed below).

Percent Good – Overall Score



Percent Good—Total Nitrogen

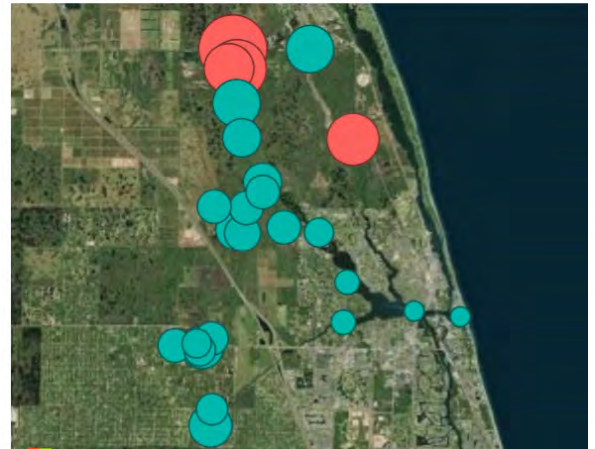


### Spatial Distribution of Water Quality Results

In August, *Total Nitrogen* levels scored "good" at 22 out of 26 sites (85%) tested in August. All four "poor" scoring stations were located in Jonathan Dickinson State Park. The "poorest" scoring station drains into Kitching Creek at Bridge Road (Station 112) with a concentration of 2.4 mg/L nitrogen, well over the Numeric Nutrient Criteria (NNC) of 1.5 mg/L for freshwater tributaries. To the south, along 138<sup>th</sup> Street, stations KSE and 111 had nitrogen concentrations of 1.6 and 2.0 mg/L. The other "poor" scoring station drains into the North Fork at Park Road through a weir structure (Station 53) had a nitrogen concentration of 1.7 mg/L.

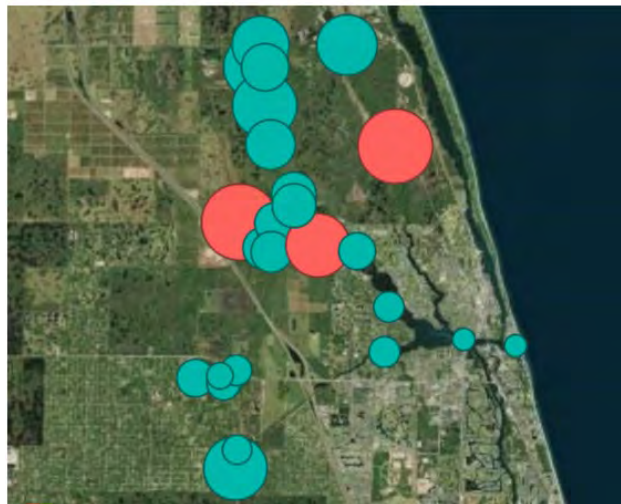
Total Nitrogen (mg/L)

TN\_Score ● POOR ● GOOD



Total Phosphorus (mg/L)

TP\_Score ● POOR ● GOOD

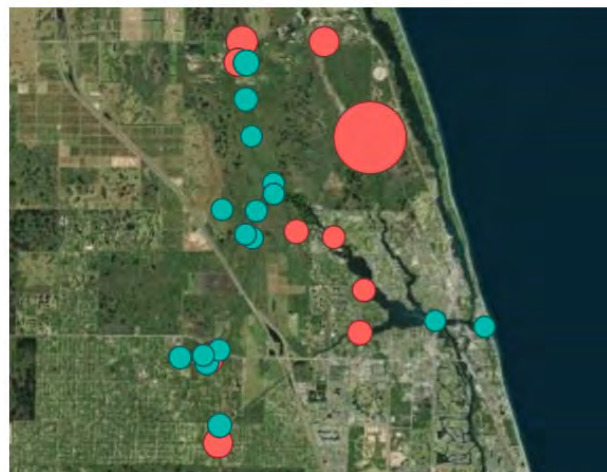


*Total Phosphorus* scored “good” at 23 out of 26 sites (88%) tested in August. Two stations in Jonathan Dickinson State Park scored “poor”. Station 104 in the Hobe Grove drainage canal had a TP concentration of 0.15 mg/L, over the Numeric Nutrient Criteria (NNC) of 0.12 mg/L. The Park Road weir structure (Station 53) had a TP concentration of with 0.14 mg/L. The other “poor” scoring station was River’s Edge (Station 107), a brackish tributary that flows into the Northwest Fork, with 0.11 mg/L phosphorus and scored “poor” relative to the NNC of 0.075 mg/L for that site.

In August, *Chlorophyll* concentrations met the water quality criteria at 16 of 26 sites (62%) tested. The Park Road weir structure (Station 53), that flows into the North Fork, recorded the highest concentration at 181 ug/L, far exceeding the Numeric Nutrient Criteria (NNC) of 20 ug/L for freshwater sites. In the past we have seen high chlorophyll concentrations when water temperatures are high and flows are very low, but this is one of the highest readings ever. The remaining five “poor” freshwater stations were between 25 to 37 ug/L chlorophyll. The remaining four “poor” brackish stations in the river were between 8 to 14 ug/L where the water quality criteria is more stringent.

Chlorophyll a (ug/L)

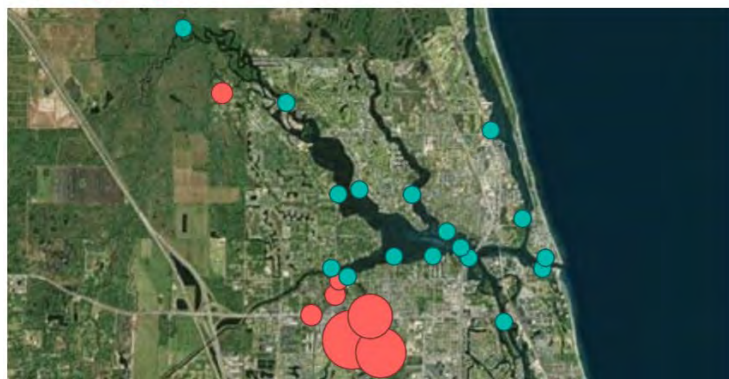
CHL\_Score ● POOR ● GOOD



In August, the overall *Bacteria* results scored “good” at 64 out of 75 sites (85%). For Enterococci bacteria, the state's indicator for salt and brackish waters, seven stations scored “poor” compared to the water quality standard of 130 MPN/100mL. All but one of the “poor” scoring stations were sampled in Jones Creek and Sims Creek. The Caloosahatchee Culvert (CALC) in Jones Creek recorded the highest enterococci concentration at 14,136 MPN/100mL. While that result is very high, concentrations are significantly lower than last month’s peak of 24,196 MPN/100mL. The next highest concentration was the Toney Penna Footbridge (TPJ) also in Jones Creek with 11,199 MPN/100mL, and was similar to last month. Also notably high was the Indiantown Road Bridge at Jones Creek (Station 75) with 9,208 MPN/100mL enterococci. As the map (below left) illustrates, the other “poor” scoring stations in Sims Creek and River’s Edge recorded results in the hundred to thousand range as illustrated on the map (below left) showing smaller red dots.

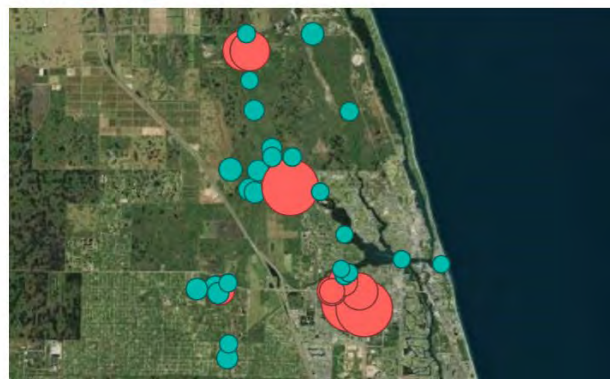
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT\_Score ● POOR ● GOOD

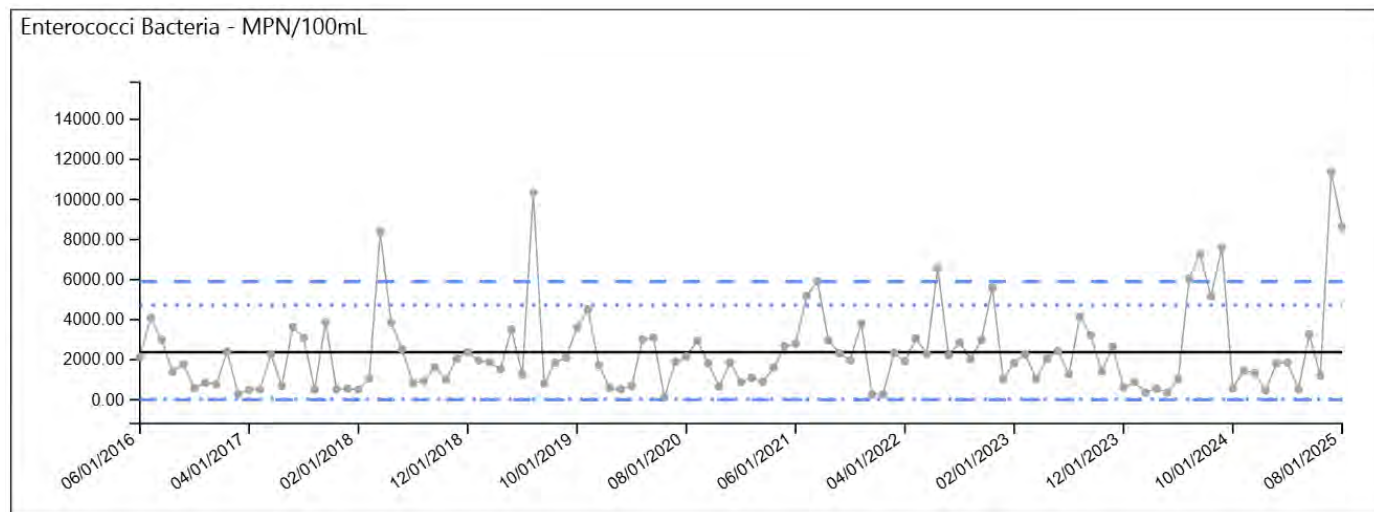


Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC\_Score ● POOR ● GOOD

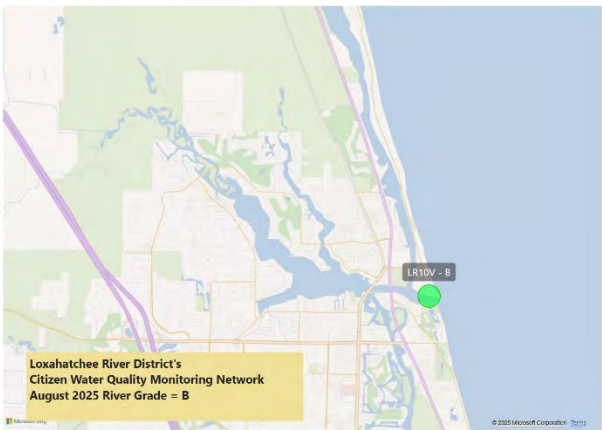


The four long-term monitoring sites in Jones Creek were also tested for Enterococci bacteria. The average concentration was 8,646 MPN/100mL, a decline from July's high peak average concentration of 11,367 MPN/100mL. The Statistical Process Control (SPC) chart for these four long-term stations shows wet season variability in bacteria concentrations that we have observed in the past, despite the Town of Jupiter vegetation trimming project.



For fecal coliform bacteria, ten stations scored "poor", exceeding the water quality standard of 800 MPN/100mL. As illustrated by the map (above right), the fecal coliform concentrations at both the freshwater segment and the brackish section of the river had similarly high results, all in the hundred to low thousand range. The Caloosahatchee Culvert (CALC) in Jones Creek recorded the highest fecal coliform concentration at 4,611 MPN/100mL. Two other stations were similarly high in fecals with results of 4,352 MPN/100mL recorded at the Toney Penna Footbridge (TPJ) in Jones Creek and River's Edge (Station 107) in the Northwest Fork. Just prior to sampling there was a total of 0.7 inches of rain over 2 days. While not as wet as July, the associated runoff from this rain is likely a contributing factor to the high bacteria concentrations at many of the sites.

Volunteer Water Quality



Only one water quality volunteer was sampling this month due to vacations and intern transitions.

For August, the Jupiter Inlet site (LR10V) received a water quality score of **B**. Lower than normal dissolved oxygen (DO) levels at the site were the primary driver of the score. The warmer water temperatures and sampling during the freshwater influenced outgoing tide were factors in this month's score as indicated by the lower water clarity and color grades.

Site	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	30.3	2.8	32.0	8.1	5.5	86.6	1.2	B	A	A	F	C	B	73.3	B
Average	30.3													73.3	B

DO (Dissolved Oxygen)  
ND (No Data)

**Grade Scale**

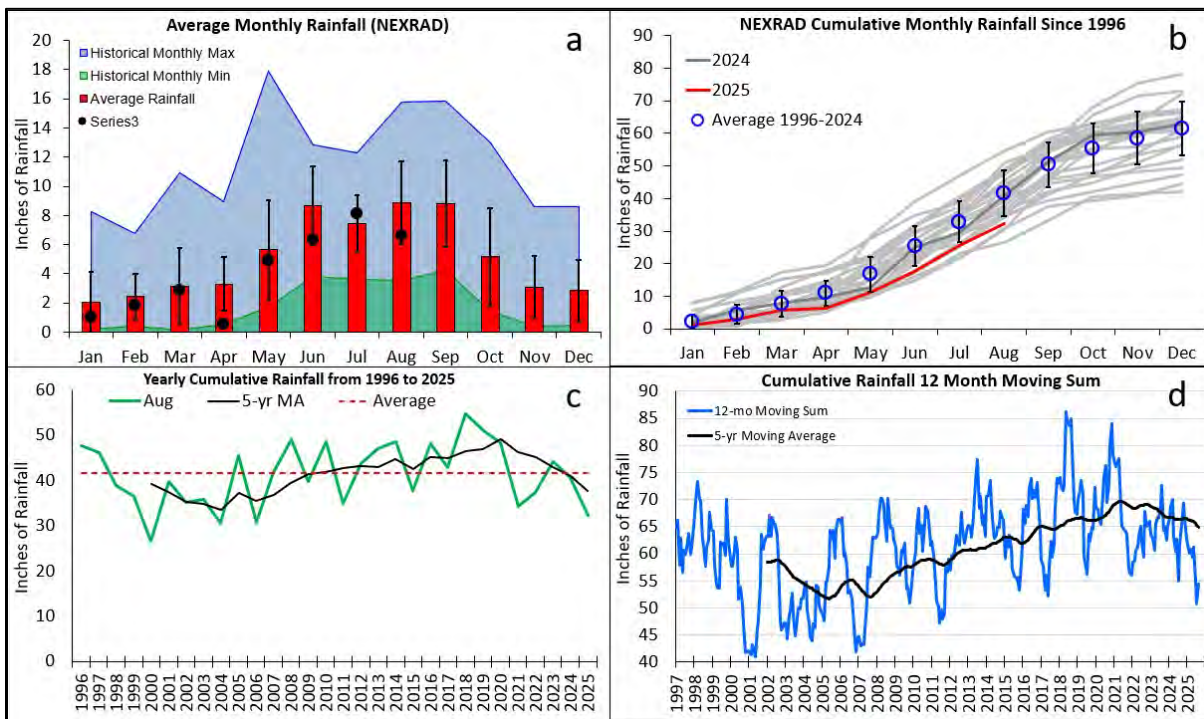
81.25	100	A
62.5	81.25	B
43.75	62.5	C
25	43.75	D
0	25	F

Hydrologic Monitoring

The unusually dry “wet season” continues through August with an average rainfall across the watershed of 6.7 inches, about 25% below the monthly average of 8.7 inches (see panel 'a' below) and well below the 11.2 inches measured last August (2024). Rainfall was detected within the watershed on 29 out of 31 days, with the highest single-day total of 1.83 inches recorded on August 31.

Year-to-date cumulative rainfall highlights the continued dry conditions throughout the region with a total of 32.3 inches, about 22% below the historical average cumulative rainfall of 41.6 inches through August (see panel 'b' below), and more than 8 inches less than the 40.8 inches recorded during the same period last year. 2006 was the last time cumulative rainfall fell below this years cumulative total. Throughout 2025, cumulative monthly rainfall has consistently remained well below the historical average and last year's totals.

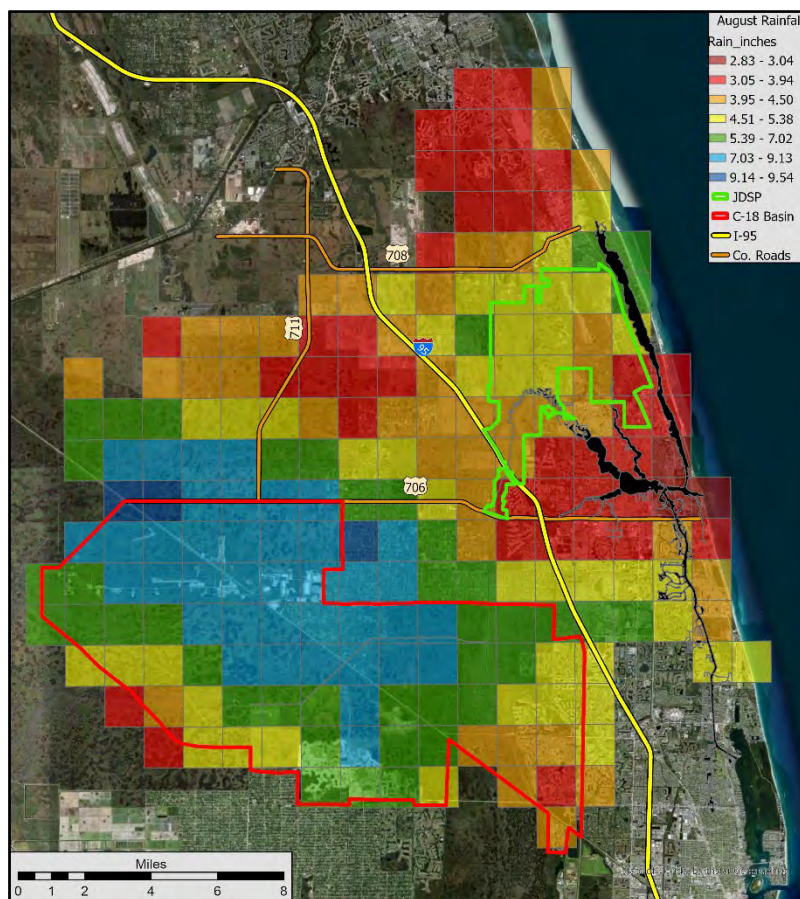
The 5-year moving monthly average shows cumulative rainfall trends continue to show the notable decline relative to the 51.1 inch peak in 2019, following a decade of increasing rainfall in August (see panel 'c' below). The 12-month moving sum through August was 54.4 inches, about 11% below the average of 61.2 inches for August, and about 12% below the year-over-year moving sum of 61.1 inches (see panel 'd' below). For the decade between 2010 and 2020, long-term trends indicated an increase in total rainfall within the watershed. However, after reaching its peak around 2019, total rainfall has been gradually declining.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1996 to 2024 (red bars; error bars indicate  $\pm 1$  sd). Black dots indicate monthly rainfall for the current year. The blue and green shaded areas show the maximum and minimum rainfall ever recorded for each month. Panel (b) shows monthly cumulative rainfall for each year since 1996. Red line indicates cumulative rainfall during 2025; dark grey line indicates rainfall during 2024. Blue circles are monthly cumulative average rainfall measured between 1996-2024; error bars indicate cumulative monthly rainfall  $\pm 1$  SD. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through indicated month for each year since 1996, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years and red dashed line shows cumulative average through indicated month. Panel (d) shows cumulative 12-month moving sum of monthly rainfall (blue line) along with the five-year moving average (black line).

## Spatial Distribution of Rainfall

During August, rainfall across the watershed was notably variable with just 2.8 inches of rain in the driest areas to 9.5 inches in the wettest areas (see map below). As is often observed during the wet season, the wettest areas occur inland in the western portions of the watershed, while the coastal areas are generally drier. This pattern was present during August where the wettest portions included primarily the C-18 drainage basin and small areas of the Hungryland Wildlife Environmental Area. The driest areas were primarily urban Jupiter including the Loxahatchee River estuary northward to into the Atlantic Ridge Preserve. An additional area of low rainfall was over the Pal-Mar East preserve recreation area.



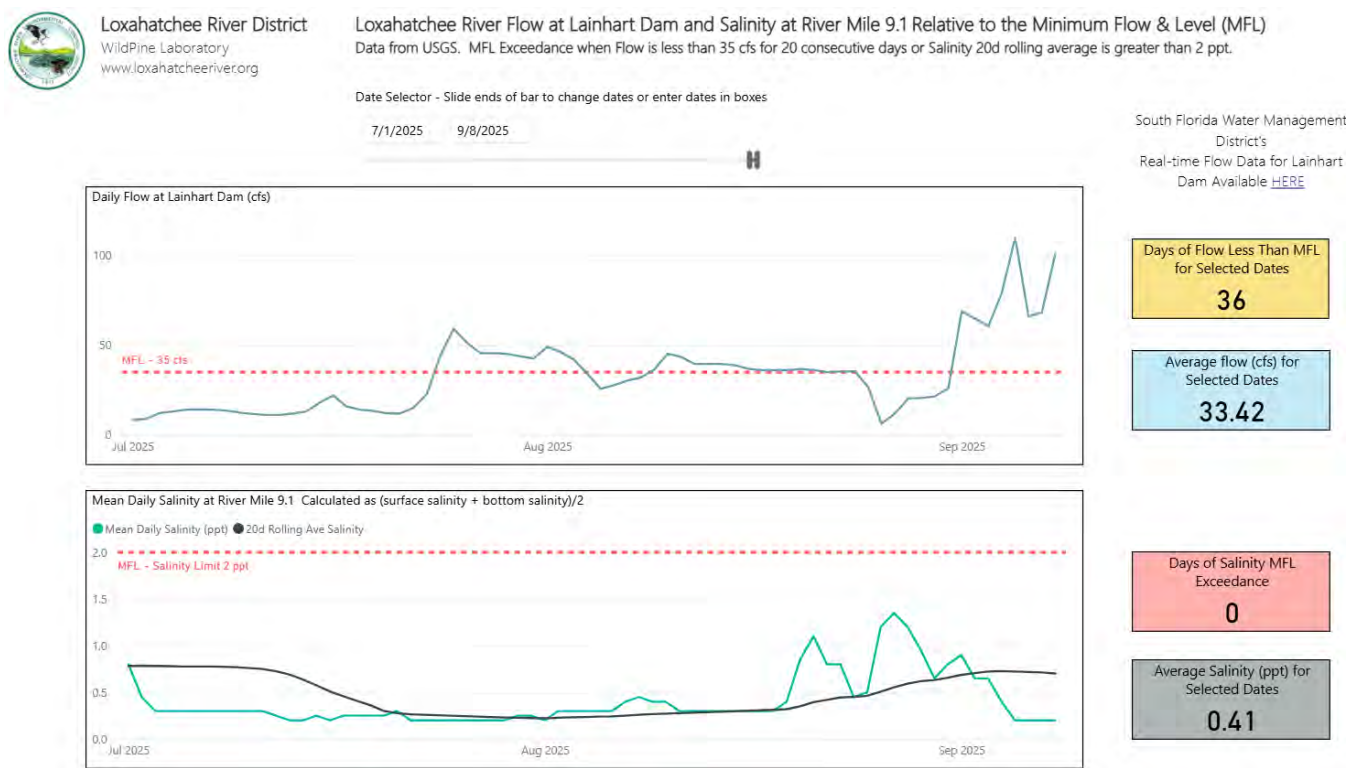
Maps showing NEXRAD rainfall distribution across the watershed during the month indicated in legend. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and Pine Glades Natural Area; green line shows Jonathan Dickinson State Park boundary. Landmark roadways are indicated and include I-95, Indiantown Rd. (706), Seminole Pratt-Whitney Rd. (711), and Bridge Rd (708).

River Flows and Salinity

This wet season so far has been marked with remarkably low river flows and salinity MFL exceedances. During August, flow over Lainhart Dam averaged just 33 cfs with a range between 6 to 49 cfs (see top panel in the figure below). While there was slightly more rainfall in the Jupiter Farms area during August, most of the flow into the Northwest Fork appears to have been supplied through the C-18 canal and G-92 water control structure, with flow rates at G-92 averaging about 75% of flow measured through the Lainhart Dam. This suggests the stormwater in Jupiter Farms mostly stayed within that basin. Rainfall in early September has finally had an effect on the river flows measured at Lainhart Dam as flows rose to 100 cfs, but still on the low end of the 100 to 300 cfs we typically see during the wet season.

Despite the very low flows measured at Lainhart Dam, the salinity exceedances measured at River Mile 9.1 were less than might be expected. Daily salinity, as well as the 20-day moving average measured at USGS River Mile 9.1 station, remained below the 2 ppt salinity threshold throughout August, and only momentarily exceeded 1 ppt at the end of the month before returning to completely fresh again by early September. Additional flows from the various tributaries (e.g. Cypress, Moonshine, and Kitching Creeks) may have been sufficient to keep the significant amounts of marine water from reaching the river mile 9.1 monitoring station.

The District’s online Minimum Flow and Level (MFL) data visualization tool is updated daily and available [HERE](#).

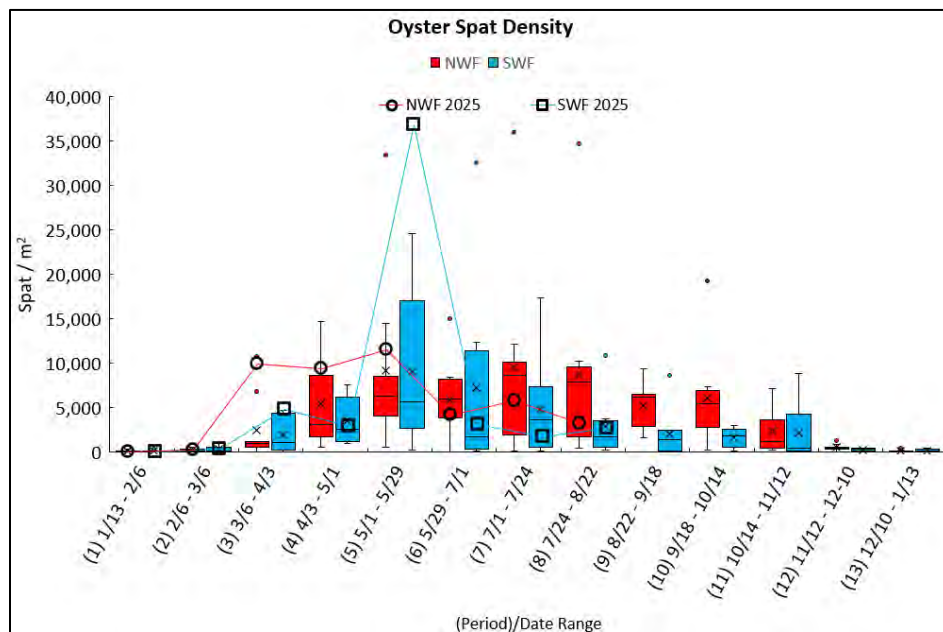


Above charts show daily average flow over Lainhart Dam (top, SFWMD) and average daily salinity at River Mile 9.1 (bottom, USGS) between July 1 and September 8, 2025. Dashed red line indicates 35 cfs Minimal Flows and Levels and 2 ppt salinity respectively.

## Oyster Spat Monitoring

The 29-day monitoring period ending August 22 continues to reflect the typical seasonal decline in oyster spat settlement associated with elevated summer water temperatures. In the Northwest Fork, oyster spat density averaged 3,267 spat/m<sup>2</sup> with only slightly more settlement, or 56%, occurring at the upstream site (see figure below). This is about 63% below the period average of 8,736 spat/m<sup>2</sup> and well below the 7,879 spat/m<sup>2</sup> experienced during the same period last year (2024).

Following recent record-high oyster spat settlement in the Southwest Fork to mark the spring spawning season, settlement has since experienced a significant decline with an average density during this most recent period of 2,575 spat/m<sup>2</sup> with nearly all, or 94% of this activity occurred at the downstream site (see figure below). This month's density is only about 10% below the period average of 2,861 spat/m<sup>2</sup>, but still nearly 70% higher than the 1,517 spat/m<sup>2</sup> observed during the same period last year. With the apparent return of the typical bimodal spawning pattern, we expect to see and increase in spat settlement density in the next couple of months.

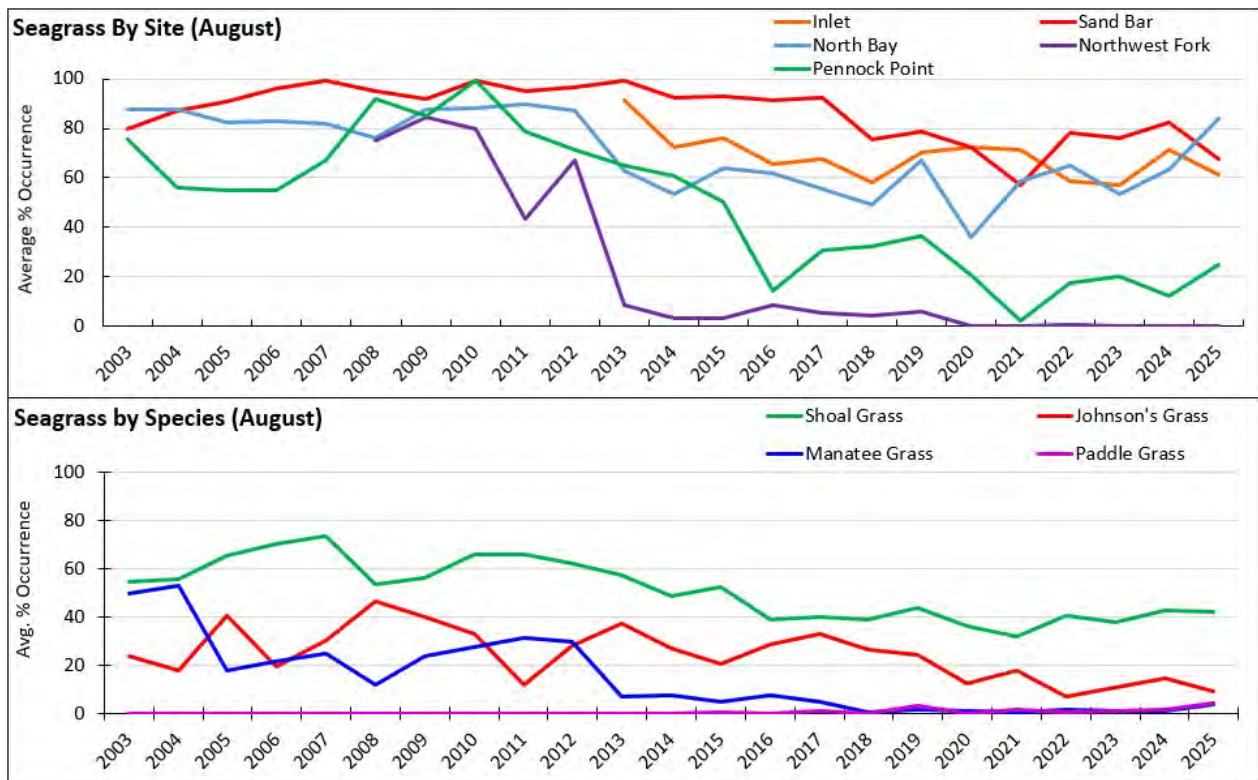


Box and whisker plot showing interquartile range (IQR) of oyster spat density (spat / m<sup>2</sup>) for each period in the Northwest Fork (red) and Southwest Fork (blue) of the Loxahatchee River between 2016-2024. The "X" in each box indicates period mean. Also shown are the 2025 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line).

## August 2025 Seagrass Monitoring Summary

August typically marks the peak of the annual seagrass growing season as the District continues its 23rd consecutive year of bimonthly monitoring of this vital habitat. The overall trend remains encouragingly positive with most sites exhibiting signs of recovery from 2020-21 following years of decline.

For this month's watershed status report, we will highlight some of the observations from the August seagrass monitoring.



Figures above show average percent occurrence of seagrass by site (TOP) and by species (BOTTOM) for the month of June each year beginning in 2003. The North Bay, Sand Bar, and Pennock Point sites include data back to 2003 when monitoring commenced. Northwest Fork (purple) and Inlet (orange) were added to the monitoring program later as indicated.

# Light Study – Sawfish Bay

This summer Jerry is working in Sawfish Bay for the ongoing light attenuation study. This project uses an innovative approach to measure continuous daily light attenuation (i.e., the rate at which light declines through the water column), during the summer seagrass growing season. This approach provides a detailed assessment of light reaching the bottom over extended time periods over a wide variety of weather, water and tide conditions. Through these measurements we gain greater insight into the quantity and quality of light reaching the bottom of the estuary and the potential to support seagrass.

For the past four summers Jerry has conducted this research at four other sites throughout the estuary, including the North Bay seagrass site (just west of the railroad tracks) in 2022, the Southwest Fork in 2023 (downstream from the confluence of Jones and Sims Creek where no seagrass is present), and the Hobe Sound seagrass site in 2024.

Previously, light data was collected as a single observation. This method results in many observations that can be displayed as a frequency distribution relative to the light requirements needed to support seagrass shown as the green-shaded area in the figure below. A comprehensive report be prepared following this summers' work.

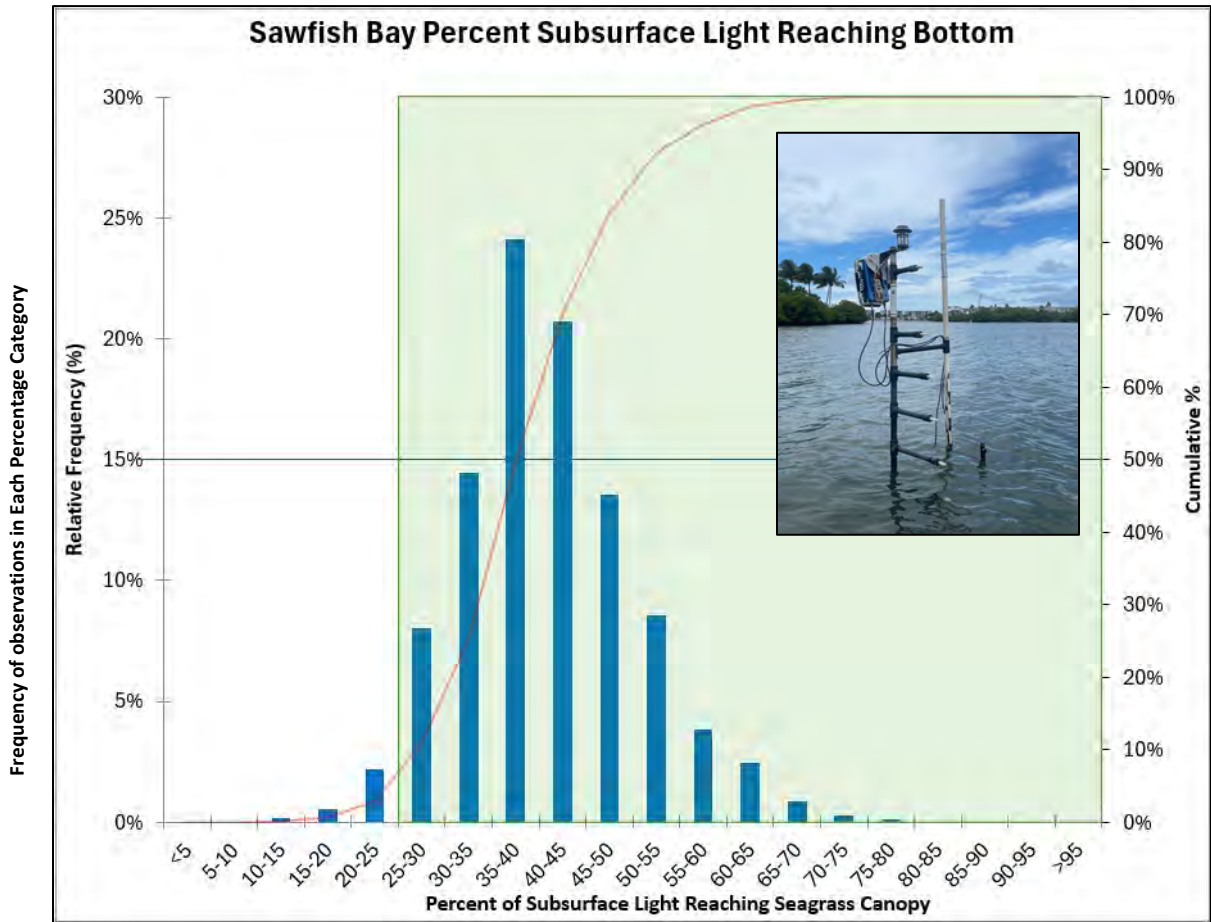


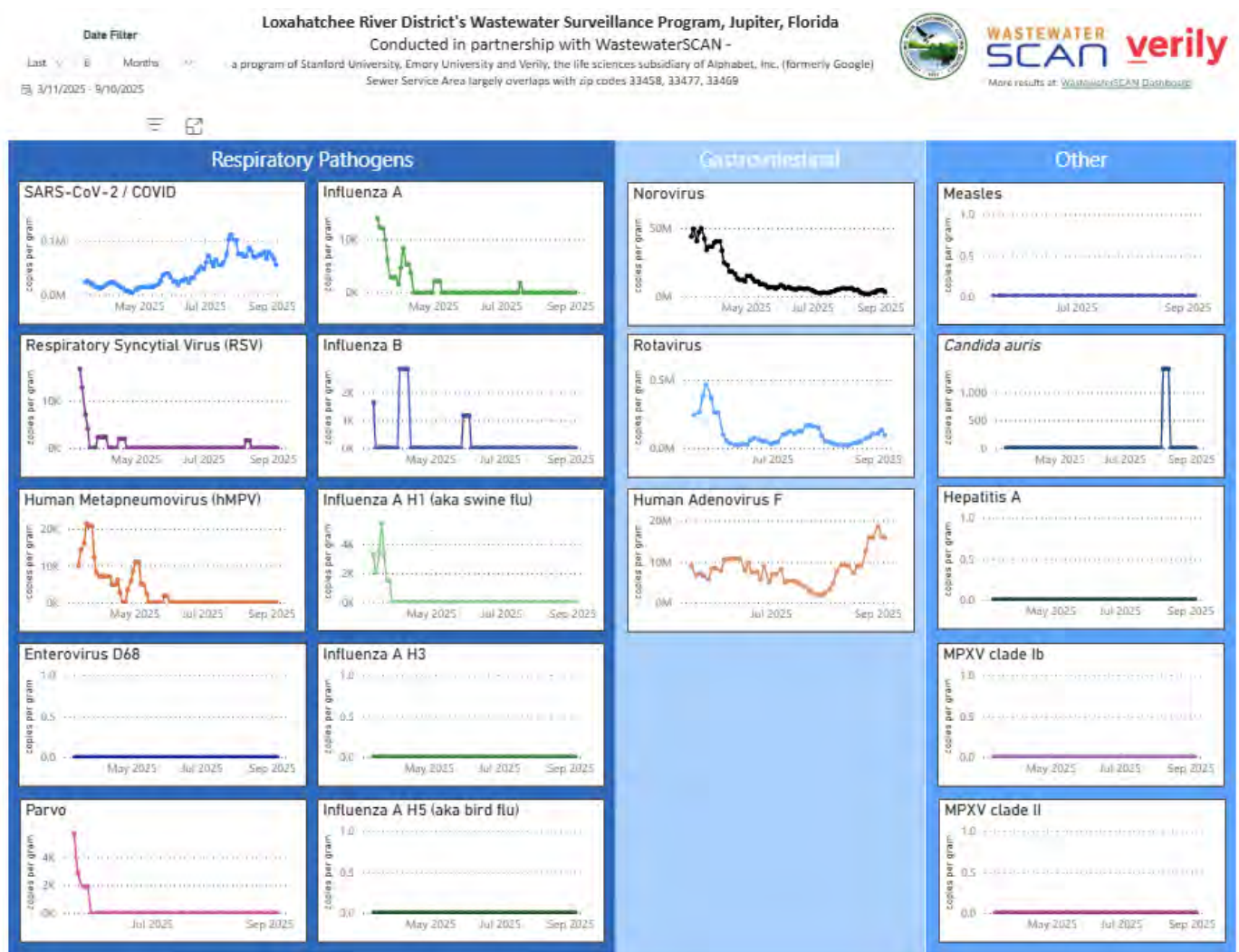
Figure above shows the frequency distribution of the percent light reaching the seagrass canopy collected May 19 to September 6 at the Sawfish Bay site. Each point within the histogram represents the percent of light averaged from 15 minutes of light readings taken at 10 second interval. The red line is the cumulative distribution. The green shaded box with left border at 25% is generally regarded as the light required for productive seagrass growth. Inset photo shows light meter set up at Sawfish Bay site in its calibration verification configuration.

## Wastewater Surveillance

It continues to be a generally quiet summer of illnesses detected in our wastewater surveillance monitoring.

COVID virus is still prevalent in the community, but at far lower concentrations than we have historically measured. There were a few detections of *Candida auris* last month, but fortunately, it was short-lived. Human Adenovirus F, a virus that is primarily responsible for causing gastroenteritis, particularly in young children, is the second highest concentration of the 147 locations tested across the country.

Results from this monitoring are automatically uploaded to our wastewater surveillance website at <https://loxahatcheeriver.org/wastewater-surveillance/>.



Wastewater Surveillance results from the WastewaterScan program over the last 6 months.

## Customer Service

### Billing & Payments

The 3<sup>rd</sup> quarter bills were due August 13, so the Customer Service Team was busy processing over 17,800 payments totalling over \$2.8M. Over 9,600 of these payments came through automatic payments. Curiously, we had another 13% decline in the number payments that customers make through their bank's online bill pay. The change in payments appears to be split between checks and automatic payment through our system that are split nearly evenly between cards and bank withdrawals. It continues to surprise us how few of our customers utilize their banks online bill pay system even though it offers the most control and security because they are not sharing their bank or card information with a third party.

### Delinquency Processing

The 3<sup>rd</sup> quarter delinquency processing is complete. While we had a 40% increase in the number of our courtesy "seriously delinquent" letters (130) compared to last year, many of the customers are responding and paying their balances, resulting in a similar number of customers receiving the "attorney's final warning letter before lien" (59) as last year (53).

## Information Technology (IT)

### IT Services Reliability Summary

The IT department has successfully enhanced service reliability through a series of focused infrastructure improvements over the past few years. Their efforts have concentrated on strengthening network and server systems to achieve high reliability and resilience. We recently computed our annual system reliability metrics and the results reflect the efforts by our Team, partners, and consultants.

#### Annual Performance Results:

- Internet connectivity achieved an exceptional 99.996% uptime with only 21 minutes of total downtime.
- Core networking maintained perfect 100% uptime with zero downtime.
- The Computerized Maintenance Management System (CMMS) application delivered 99.48% uptime, experiencing approximately 1.5 days of total downtime.
- The GIS mapping application reached 99% uptime with about 3.6 days of total downtime.

The results demonstrate strong overall performance, with network infrastructure showing particularly impressive reliability. While the CMMS and GIS applications had more downtime than the core systems, all services maintained uptime levels above 99%.

Kudos to the entire Team on providing this exceptional service.

# Loxahatchee River Environmental Center

August 2025

## River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Total Visitors <small>(incl. Visitors, Field Trips, Onsite Programs)</small>	1st Time Visitors	Average Program Participation <small>[Actual participants/Capacity of Program]</small>	Volunteer Hours	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Revenue
Benchmark / Customer Expectation		Total	Total	% of Capacity	Total	Rating Average <small>[Max Rating is 5]</small>	Rating Average <small>[Max Rating is 9]</small>	% within budget	% of Target
Green Level		≥ 90%	≥ 90%	≥ 85%	≥ 90%	≥ 4	≥ 7	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥ 75%	≥ 70%	≥ 75%	≥ 3	≥ 5	≥ 80%	≥ 75%
Red		<75%	<75%	<70%	<75%	<3	<5	< 80% or > 105%	<75%
2022 Baseline		1,322	101	111%	240	4.6	7.9	91%	107%
2023 Baseline		1,462	110	93%	297	4.7	7.8	83%	86%
2024 Baseline		1,433	100	99%	454	4.7	7.9	98%	104%
2024	Aug	1,258	80	141%	346	4.8	7.2	92%	101%
	Sept	1,024	62	100%	221	4.5	7.5	91%	97%
	Oct	1,250	71	91%	238	4.6	7.6	96%	130%
	Nov	1,007	59	82%	217	4.8	8.1	101%	114%
	Dec	841	58	86%	138	4.7	8.2	104%	143%
2025	Jan	1,363	103	90%	194	4.9	8.1	96%	142%
	Feb	1,208	85	82%	239	4.7	8.0	92%	174%
	Mar	1,608	203	98%	322	4.9	8.2	94%	163%
	Apr	1,375	88	92%	196	4.5	8.4	100%	152%
	May	1,193	63	134%	250	4.5	8.4	92%	152%
	June	2,205	127	111%	829	4.4	8.0	91%	106%
	July	2,400	134	109%	1,091	4.9	7.9	94%	95%
	Aug	1,381	94	94%	381	4.6	7.9	88%	100%
Consecutive Months at Green		2	8	6	13	13	13	13	13
Metric Owner		O'Neill	O'Neill	Duggan/Warwick	Patterson	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation

## River Center General

### Security Cameras at the River Center



Due to recent vandalism, the River Center has now installed security cameras along the outside perimeter of the building, as well as trail cameras in the garden. Vandals have been targeting the front porch as well as the new improvements to Mary's Secret Garden behind the River Center. We anticipate that these new cameras will deter future vandalism and help protect our facilities and gardens.



## River Center Special Programs

### River Center Aquatic Adventure Summer Camp



The River Center continued to have a blast with Aquatic Adventure Summer Camp in August! Every summer we offer 8 weeks of camp to children aged 6-17. Some highlights of July include trips to Busch Wildlife, Loggerhead Marine Life Center, Dubois Park, Limestone Creek, and the Loxahatchee River! This last week of camp was an awesome way to close out the Summer. We cannot wait until next year!

### River Center Jr. Angler Fishing Tournament – Fish Fry [Friday, August 1<sup>st</sup>]

This year's Jr. Angler Tournament was a record-breaking success with 87 participants and over 5,800 fish caught! It was a 4-week competition. The young anglers were hooked, and the competition exceeded our expectations again this year. We are thrilled to report that the tournament more than achieved its goal of helping contestants to explore the diversity of local fisheries and learn more about the area's unique aquatic habitats, all while honing their fishing skills. The tournament lasted four weeks and participants reeled in over 5,800 fish and 139 different species! In hopes of accommodating all interested participants, both



fresh and saltwater photo submissions were accepted. The excitement of the tournament culminated in the fish fry and award ceremony on August 1st, where the winners were announced. A hearty congratulation goes out to the grand prize winner, Jr. Angler Owen Clancy who managed to reel in and photograph more than 765 fish and caught 74 different species! After collaborative efforts from our ever-growing list of sponsors and partners, we are proud to announce that the completion of our eleventh Jr. Angler Tournament shows that this event continues to grow every year. With such tremendous turnout and interest in the tournament, the River Center hopes to continue



building on this accomplishment. We are already looking forward to next year's competitive and educational summer adventure. A huge thank you to our sponsors: Fishing Headquarters, West Palm Beach Fishing Club, and Marine Industries Association of Palm Beach County, Juno Bait, and Pediatric Dentistry of Jupiter.

### **River Center Adult Summer Camp [Tuesday, August 12<sup>th</sup>]**

The River Center had an amazing time with our day of Adult Summer Camp! Participants enjoyed kayaking, snorkeling, and a hands-on oyster lab, making



for a memorable day of adult outdoor education! Adult campers participated in a kayak tour of the Jupiter Intercoastal, seeing wildlife and the Jupiter Lighthouse.

We also snorkeled the Estuary,

finding sea urchins, sea stars, many fish, sand dollars, and crabs. After our outdoor adventures, we engaged in an oyster shake lab at the center. It was a great time with participants very excited to join us again next year!



### **Blooming in the Garden – Spectacular Soil [Saturday, August 9<sup>th</sup>]**

The theme for this month's Blooming in the Garden program was Soil! We started our program with an interactive story and song about soil layers. Next, we went outside to reinforce what we learned by building a soil "lasagna" with examples of topsoil, subsoil, and bedrock. We ended the program by embracing our creativity and painting with mud paint! Before they went home, guests had the opportunity to plant native seeds for their gardens. The Blooming in the Garden program is designed for children and families ages 3-6.

### **Science with Sam Family Fun – Rocks Rock [Tuesday, August 5<sup>th</sup>]**

This month Science with Sam taught about rocks and minerals! In the rocks lesson students and



families learned what the rock cycle is, how it functions on Earth and how humans rely on it. Families participated in a rock lab, testing the hardness and other qualities of various rocks and minerals. Families also sifted through sand to find rocks, minerals, and fossils, then had to identify each after discovery. Students ended the class with an understanding of how rocks can move and change through the rock cycle. The Connection was made between the rock cycle and the nitrogen cycle which the wastewater treatment plant relies upon to

continually clean and recycle wastewater for the Town of Jupiter. The class materials and activities were provided by FWC; a big thank you to them!

### **Sunset Boat Tour [Wednesday, August 6<sup>th</sup>]**



The River Center hosted an exciting family-friendly boat tour and snorkeling excursion! On board the Osprey, families enjoyed a trip up the Central embayment of the Loxahatchee River. While snorkeling families hunted for shells and creatures at the sandbar while learning

about our unique waterways. We saw queen conchs, barracuda, many water birds, and a pair of manatees.



### **Little Otters [Wednesday, August 20<sup>th</sup>]**



This month there was another great Little Otters program at the Blowing Rocks preserve on Jupiter Island. We are so grateful for our partnership with the Nature Conservancy which allows us to bring visitors to experience the Indian River Lagoon. We had several first-time guests this month, some of whom came from as far as Boca Raton! Our water explorers had the opportunity to use dip nets to search for exciting marine creatures while enjoying the summer day. Our guests were delighted to find many species of urchins, snails, and crabs during their search! The

highlight of our exploration this month was a juvenile horse conch. We always end the program with a sit-down discussion of what we found, and why it is important to respect our local waterways.



### **Cox Science Center Outreach – GEMS Night [Tuesday, August 26<sup>th</sup>]**



Sam went down to the Cox Science Center to be a guest speaker for their GEMS night event, Girls Excelling in Math and Science. Sam gave a brief history of her career and time at the River Center to inspire girls to consider a future in environmental education. Afterwards, the girls got to meet an education snake and play a wildlife spotting game– which was a big hit. The class ended with the girls making

their own snake puppets out of sea grape leaves!



### Courtyard Gardens Assisted Living Outreach [Thursday, August 28<sup>th</sup>]



We are excited to share that this month we partnered with Courtyard Gardens Assisted Living Facility to offer their residents an outreach program focused on reptiles! We had a wonderful time talking to their residents about unique animals that live along the Loxahatchee River, and some of the adaptations that allow them to survive in Florida's climate. We discussed the characteristics that make reptiles different from other animals and even brought along a few of the River Center's reptile ambassadors for the residents to meet and interact with. This was a wonderful opportunity to expand our programming to the senior community and bring a piece of nature to them.

### Volunteer of the Month

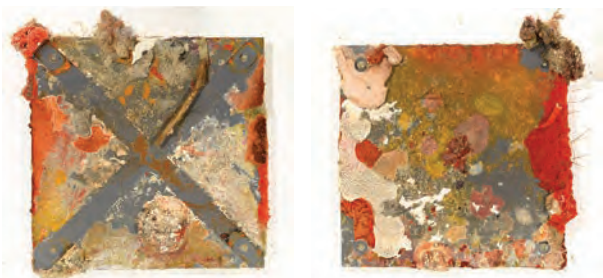
Our August Volunteer of the Month is Taylor Penrose. Taylor is one of our amazing adult volunteers. He is always willing to help in any way that he can. Not only does Taylor help with visitor services but he also helps at special events and animal care. Taylor has done it all from setting up events to parking cars but never misses the chance to help all guests feel welcome. His compassion, attention to detail, and willingness to take on any task, no matter how big or small, has made significant impact on the Center. We are so thankful for Taylor and his dedication to The River Center. Thank you, Taylor, for your commitment and hard work! We appreciate you!



### August Raffle Winner:

Our raffle winner for the month of August is Morgan Pope. We love our volunteers and so appreciate all that they do!

*We were at Old School Science Day today and it was AWESOME! We had such a great time learning through your interesting and fun activities! Thank you and your staff for providing these great experiences for our kiddos!*



# Professor’s Exhibit Highlights Collaboration with Smithsonian on Global Marine Biodiversity Project

Eight years after installing five underwater monitoring structures in and just outside the Jupiter Inlet to observe and document marine life, PBSC environmental science professor Jessica Miles, PhD, has published the findings of her work with the Smithsonian Institution’s National Museum of Natural History’s Global Autonomous Reef Monitoring Structures (ARMS) Program in a public exhibit at the Loxahatchee River Center.

Miles, chair of PBSC’s Environmental Science Department, partnered with the Smithsonian’s ARMS program as part of her Reef Hope Project. The ARMS were deployed in 2017. Palm Beach State is the first college in South Florida to participate in this global project.

“I didn’t want to just keep this project in some drawer in my office. The whole purpose was to get people excited about the organisms that live here,” Miles said. “We want people to understand that these little creatures are just as vital to the health of our ecosystem as the big things, and that we need to care about all the diversity of species in our marine habitats as we move forward.”

## Smithsonian scientists guide Miles and her team on biodiversity assessments

Miles and two dive teams retrieved the ARMS in August 2022, five years after deployment. Smithsonian scientists traveled from Washington, D.C. to the Smithsonian Marine Station in Fort Pierce to train Miles and her team, including PBSC students, on techniques for examining the marine life found in the ARMS.

More than 500 species were found living together in an area the size of a small birthday cake. Small creatures such as brittle stars, crabs, sea urchins and snails took up residence in the ARMS, which are built of nine 9-by-9-inch stacked plates and mimic reef habitats, acting as mini apartments for tiny creatures. The team conducted DNA sequencing to ensure all species were catalogued, even those too small to see.

“The partnership with Palm Beach State College is important because we get to share knowledge back and forth on what’s happening in our waters, and we all have the same mission,” said Dean Janiak, a biologist stationed at the Smithsonian Marine Station in Fort Pierce. “This partnership also helps get the word out to the public and increases community engagement. The public can see what we’re doing and why it’s important.”

Scientists can also use the ARMS to determine the impacts of ocean stressors like pollution, rising temperatures, and ocean acidification. One important observation the team made was the presence of Caribbean species in the ARMS. The scientists believe these organisms are migrating north in search of cooler waters.

“I did not expect that we would have such high numbers of different kinds of organisms that were capable of living and interacting in such a small space,” Miles said. “It’s an incredible source of biodiversity and an incredible network of species that all have their own little role and niche that they fill in this environment of a coral reef.”

Jessica Miles, PhD, with the help of a volunteer dive team, retrieves an ARMS from Jupiter Inlet.



## PBSC graduate recalls excitement of contributing to “eye-opening” discoveries

Rida Magnolia, a GIS analyst at NextEra Energy, became involved in the project while pursuing her A.S. degree in Environmental Science Technology at PBSC. During her time as a student, she played a key role in retrieving the ARMS and carefully examining and photographing the individual organisms found on the plates.

“I could not wait for the results of the project to come to life, and for everyone to see all the work we’ve done, especially locals who may not know as much about the organisms that live right here in our ecosystem,” Magnolia said. “For someone who, maybe isn’t super passionate about it and is just going about their day-to-day life, this could be something that’s very eye opening.”

## Exhibit’s first stop: Loxahatchee River Center

The results of the project were first unveiled at the Loxahatchee River Center, where the exhibit was displayed from the end of March through April. Jocelyn O’Neill, environmental educator manager at the Loxahatchee River Center, believes the exhibit is beneficial to the community because it gives visitors insights into how to protect local natural resources.

“I think it’s important that people know what we have going on in our area,” O’Neill said. “The more people who are informed about the importance of our reefs and their biodiversity, the more likely they are to support and protect them in their own way.”

Looking ahead, Miles has plans to take the exhibit to various nature centers, libraries, and campuses throughout Palm Beach County and eventually the entire state.

“I hope people learn to see the world from a perspective that even the little things matter and that we depend on our oceans for more than we give it credit for,” Miles said. “I hope people are excited by what they see when they discover all these creatures that are out there and are more motivated to care for our oceans.”

Miles and Rida Magnolia examine marine organisms found on the ARMS plates.



The results of the Reef Hope Project were first displayed at the Loxahatchee River Center.

# UPCOMING EVENTS

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrecd.org](mailto:rivercenter@lrecd.org) or 561-743-7123

**Every Thursday, 9:30 a.m. – 10 a.m. – Story time:** Join the River Center for Story Time. Families are welcome as we read stories and have an animal encounter.

**September 20<sup>th</sup>, 1:00 p.m. – 2:00 p.m.: New Volunteer Workshop:** Join us for a new volunteer workshop at the River Center! In this workshop, we'll cover everything you need to know about becoming a River Center volunteer, including roles, responsibilities, and training opportunities. Whether you're passionate about the environment or eager to support community events, this workshop will help you understand how you can make a difference. Please RSVP to attend. For more information about volunteering at the River Center, please contact our Volunteer Coordinator Rebecca Patterson at [Volunteer@Lrecd.org](mailto:Volunteer@Lrecd.org)

**September 27<sup>th</sup>, 10:00 a.m. – 12:00 p.m.: National Estuaries Day – Seine & Dip [Blowing Rocks]:** Join the River Center in a day of estuary exploration at our Family Seine and Dip Netting Experience! Activities will include exploring our local waterways searching for urchins, conchs, fish, and more! Please make sure to bring sunscreen, water shoes, and plenty of water! Please RSVP to attend! Check in for this event will take place at **Blowing Rocks Preserve.**

**October 2<sup>nd</sup>, 10:00 a.m. – 1:00 p.m.: Old School Science Day [Engineering]:** Join the River Center for a day of exciting science fun! Participants will test out different experiments, partake in crafts, and enjoy some great demonstrations and educational fun! This program is free and no RSVP is required to attend or participate. For more questions or inquiries please contact the River Center at 561-743-7123 or [RiverCenter@lrecd.org](mailto:RiverCenter@lrecd.org)

**October 4<sup>th</sup>, 10:00 a.m. – 11:30 a.m.: Blooming in the Garden [Creepy Crawlies]:** Join the River Center for our ***Bloomin' in the Garden*** program, designed for children ages 3-6. This month's theme is **Creepy Crawlies!** The program will start at 10:00am with story time and a nature-themed craft. We will then move to our garden for exploration and hands-on fun. When it's time to go home, children will receive seed to take home to start their own garden! So don't miss this exciting chance for you and your little ones to enjoy nature together! **\*\*This program has limited space so please only sign up if you are planning on attending, and please let us know if you won't be able to make it!\*\*** This activity is outside, so dress comfortably and be ready to possibly get a little messy. All equipment will be provided, and this program is free of charge. Donations are always welcome.

**October 11<sup>th</sup>, 8:00 a.m. – 4:00 p.m.: Boat America Class [Boating Safely]:** Cost: \$10 to register; refunded when class is completed. The River Center continues to collaborate with the US Coast Guard Auxiliary "Flotilla 52" to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. Recommended for children 12 years and up, but all ages are welcome.

**October 11<sup>th</sup>, 10:00 a.m. – 12:00 p.m.: Archery 101 [LRD 20 Acres]:** Join the River Center for our Archery 101 Beginners workshop! Learn about the complex history of archery, safety, and basic skills. All equipment will be provided. Closed toe shoes are required; Participants should bring comfortable clothing, hat, water, and sunscreen. Cost: \$10 per person. For ages 10 and up. **IMPORTANT:** Registration is required to attend. Space is limited. This is not a drop-off program. The location for this event is off-site on private property. Directions will be emailed to registered participants only. Guests that are not guardians of child participants or are not registered to attend are not allowed on property. The River Center reserves the right to cancel the program due to low registration, unforeseen circumstances, or inclement weather. Participants will be notified as soon as possible in the event of cancellation.

**October 15<sup>th</sup>, 10:00 a.m. – 11:00 a.m.: Little Otters [Blowing Rocks Preserve]:** Beat the summer heat and get in the water with your little one! Join us once a month throughout the summer at the Nature Conservancy's Blowing Rocks Preserve (574 S Beach Rd, Hobe Sound, FL 33455). We will meet outside the visitors' center on the lagoon side (west side). The River Center will provide dip nets and sand toys. We'll search for urchins, conchs, and crabs while enjoying the natural beauty around us. This event is for ages 2 through 6. Adults and children should come prepared to be in the water for an hour. This includes closed-toe water shoes, sunscreen, hats, and water bottles. Adults will be responsible for their children during this program. Limited to 20 children (+ their accompanying adults). Siblings of all ages are welcome, just include them in your registration! This program is free of charge. Please RSVP to attend. Registration will open 1 month prior to the program date!

**October 17<sup>th</sup>, 6:00 p.m. – 9:00 p.m.: Halloween Campfire [Conservation Carnival]: Save the Date**

**October 18<sup>th</sup>, 1:00 p.m. – 2:00 p.m.: New Volunteer Workshop:** Join us for a new volunteer workshop at the River Center! In this workshop, we'll cover everything you need to know about becoming a River Center volunteer, including roles, responsibilities, and training opportunities. Whether you're passionate about the environment or eager to support community events, this workshop will help you understand how you can make a difference. Please RSVP to attend. For more information about volunteering at the River Center, please contact our Volunteer Coordinator Rebecca Patterson at [Volunteer@Lrecd.org](mailto:Volunteer@Lrecd.org)

**October 25<sup>th</sup>, 10:00 a.m. – 12:00 p.m.: Wilderness Skills: Knot Tying and Orienteering [Jupiter Inlet Lighthouse Outstanding Natural Area]:** Join the River Center for new Wilderness Skills workshops! This series is designed to educate participants on various wilderness skills to encourage outdoor recreation. Each class will focus on different outdoor skills. We recommend taking all classes for the full experience. This three-part series will include natural shelter building, orienteering, and more! Ages 8+

**October 28<sup>th</sup>, 10:00 a.m. – 12:00 p.m.: Swamp Tromp [Cypress Creek North Natural Area]:** Come adventure with us! Join the River Center on our Swamp Tromp series as we wade through the freshwaters of Cypress Creek Natural Area on route 2! Walk along the guided paths and immerse yourself in this local natural area. We will explore a rugged path inside Cypress Creek filled with high grass, mud, standing water, and thick bushes. Interested participants should wear long pants, bug spray, comfortable clothing and bring plenty of water and a walking stick. CLOSED TOE SHOES ARE REQUIRED TO PARTICIPATE. Water may be knee deep or higher in some locations, so you may want to bring a towel and some dry clothes/shoes for after the hike. Experience Level: Intermediate Please be advised, this is not recommended for children below the age of 12 or participants with limited mobility. This site does NOT have any restroom facilities. | Make sure to RSVP to this event! Space is limited.

**October 29<sup>th</sup>, 10:30 a.m. – 12:00 p.m.: Homeschool Workshop: Batty for Bats:** Discover the fascinating world of bats at our homeschool workshop! This engaging session will delve into bat anatomy, behaviors, and their crucial role in ecosystems. In this program students will gain a deeper understanding of these amazing creatures and their importance in nature.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

**To:** D. Albrey Arrington, Ph.D., Executive Director  
**From:** Jorge Alvarez Safety Officer  
**Date:** September 10, 2025  
**Subject:** District Safety Report for June 2025

### **Safety Metrics: May 2025**

OSHA recordable injuries: Zero

Lost time injuries: Zero

**Actual TRIR: 0.0** [Goal < 1.5]

TRIR = Total Recordable Incident Rate

**Safety is a Core Value at LRD** – *Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.*

**OSHA Recordable Incidents/MVA's:** The LRD experienced zero (0) OSHA Recordable Injuries in June. The District has a rolling twelve-month Total Recordable Incident Rate (TRIR) of **0.0 (zero)**. This is better than the District goal of 1.5. District employees have worked injury-free for 15 consecutive months! Congratulations to the whole LRD Team!

The District experienced one (1) very minor Motor Vehicle Accident (MVA) this month. With two MVA's in the last 12-month period, the MVA incident rate is at 2.1. Which is below the LRD MVA goal of 2.2.

**JHA and Work Orders:** This month 99% of the applicable Work Orders (WO) included a JHA. This represents twenty-eight (28) months in a row in which the District expectation of 95% was exceeded. The following is a District comparison for the percentage of EAM applicable Work Orders generated this month for which an electronic JHA was completed:

Reuse:	100 %	Construction:	99 %
Operations:	100 %	Inspection:	99 %
Collections:	99 %	Wild Pine Lab	100 %
Maintenance:	99 %	River Center	5 Electronic JHAs

**Lockout / tagout (LOTO):** LOTO continues to be tracked in similar fashion to the JHA's. Any District employee working on the system/equipment being locked out must affix their own personalized lockout lock and tag to the equipment. This process ensures the system/equipment is configured so there is zero hazardous energy associated with the equipment prior to employees performing any maintenance on the equipment. This month 250 machine-specific LOTO forms were completed by

Gordon M. Boggie  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

District employees. Current data indicates the LOTO compliance rate is at 95% of potentially applicable work orders, which is below the District expectations of 100%. The following is a District comparison for the percentage of June EAM applicable Work Orders generated for which a LOTO form was completed:

Reuse:	100 %	Construction:	100 %
Operations:	100 %	Inspection:	0 %
Collections:	96 %	Wild Pine Lab	N/A
Maintenance:	98 %	River Center	N/A

We are working on improved training regarding completion of the Lock Out Tag Out section of work orders, because we believe the low compliance rate is being driven by incomplete work order processing and not lack of compliance with LOTO procedures.

**Near Miss Reporting:** This month there were zero Near Misses reported, which is below the 12-month rolling average. The Near Miss Reporting Standard Operating Procedure has been enhanced to increase the efficiency of implementing corrective actions. Upon receiving the Near Miss report, the reporting employee's direct supervisor initiates the review of the concern with the reporting employee and the Safety Officer creates a work order to track the near miss progress, including closure. All District employees should continue to report potential safety issues, including unsafe or unhealthy conditions, potential pollution sources or events, and suggestions to improve safety processes, via [Near Miss Reporting form](#).

**Training:** The District Safety training in August had no New Employee Onboarding Safety Training. This New Hire Orientation training is conducted by the current Safety Officer and consists of a high-level review of District Safety Rules, the Safety Manual and the various Safety Programs implemented by the District. Computer Based Training (CBT) for all new hires is used by Human Resources, Information Technologies, and Safety to engage and educate all new hires on their first day of work. The following are standard safety-related CBT provided to new employees: Safety Orientation, PPE Awareness, Bloodborne Pathogens, Hazard Communication, Chlorine Awareness, Heat Stress Safety, and Hydrogen Sulfide (H<sub>2</sub>S) Awareness. Additional safety-related training for Collections and Construction Department employees include: Lockout / tagout Authorized, Confined Space Entrant and Confined Space Attendant classroom training.

Other Safety training in August included Classroom Training (CRT). There were three Forklift Operating classes for thirty-seven employees from various departments. As well as two Fall Protection classes for sixteen employees from various departments. Computer Based Training (CBT) for Slips, Trips and Falls was assigned for all District employees.

**Summary:** Working safely at the District IS the standard. Let's reinforce the dedication to work smart and safely. Please visit with any questions or ideas you may have. And do not forget to utilize the near miss reporting system. Let's help each other stay safe and reach beyond our goals.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: September 11, 2025  
SUBJECT: Consultant Payments

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

Consultant	Prior Month	Fiscal YTD
Attorneys	\$ 27,030.56	\$ 131,680.35
Baxter & Woodman	\$ 19,006.50	\$ 258,224.58
Carollo	\$ 6,023.42	\$ 189,084.22
Holtz	\$ 6,098.30	\$ 247,364.00
KCI	\$ 7,240.00	\$ 52,498.35
Kimley-Horn & Associates, Inc.	\$ 1,306.74	\$ 119,206.91
Mock, Roos & Associates	\$ 17,607.35	\$ 114,962.50

Should you have any questions regarding these items, please contact Kara Fraraccio concerning the attorney invoices, and Kris Dean concerning the engineer invoices.

**Gordon M. Boggie**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER



# Future Business

## General:

- Strategic Planning Workshop - October 13 & 14, 2025 from 9:00am - 4:00pm at the River Center; the draft strategic plan will be presented at November 20, 2025 board meeting
- Risk & Resilience Assessment (RRA) – in October we anticipate presenting the final draft RRA to the Board
- Renewal of Employee Insurance Benefits – in November we hope to have renewal quotes for our Medical and Dental Insurance Agreements.
- In December we anticipate providing the results of an ongoing compensation and benefits assessment.

## Future Contracts:

- Lift Station 050 Collection System - Gravity System Repairs
- Vacuum Truck Dump Pit - Award Construction Contract
- Lift Station 163 - Electric Service Improvements - Award General Services Contract
- Lateral Lining Lift Station Systems 11, 12, 14, 27, & 190 (Center Street Corridor)
- FY 26 Vehicle Purchases