



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 19, 2024
7:00 PM**

Call to Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

Mayor Jim Kuretski
Vice-Mayor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Councilor Malise Sundstrom
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

If you would like to speak on any item, please submit a Comment Card.

CITIZEN COMMENTS

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

MINUTES

1. March 5, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

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

PUBLIC HEARING

2. **Ordinance 4-24, Second Reading**, Town-initiated Zoning Text Amendment to Section 27-264, Application for rehearings.
3. **Ordinance 6-24, Second Reading**, Town initiated zoning text amendment to Section 27-1, 27-2304 and 27-2305, Exceptions to Development Regulations and Definitions.
4. **Ordinance 8-24, First Reading**, Town-initiated Zoning Text Amendment to Section 27-3191, Increasing non-residential Linkage Fees. (Second reading 4/16/24)

PUBLIC BUSINESS

5. **Resolution 2-24**, Approving EPW 2024-12, Landscape and Irrigation Maintenance to Arazoza Brothers Corporation in an amount not to exceed \$949,805.82.
6. **Resolution 4-24**, Application of Consumer Price Indexing to the Rate for Irrigation-Quality Water Sold to the Loxahatchee River District.
7. **Resolution 14-24**, Approving contract award to Florida Armature Works, Inc., Mader Electric, Inc. and Tripp Electric Motors, Inc. for Pump and Electric Motors Repairs for the Water and Stormwater Utilities.
8. **Pine Gardens North Infrastructure Improvements (WS2012)**
 - A. **Resolution 33-24**, Tender and Settlement Agreement with Developers Surety and Indemnity Company.
 - B. **Resolution 34-24**, Contractor Takeover and Completion Agreement with Giannetti Contracting Corporation, Inc.
9. **Resolution 35-24**, Approving EPW 2024-14, Community Center HVAC Cleaning and Remediation to Air Duct Aseptics, LLC in an amount not to exceed \$67,199.
10. **Resolution 38-24**, Approving PZ 2023-03, contract addendum for Scanning and Digitizing Files with Documax LLC for a total project cost not to exceed \$59,330.

REGULAR AGENDA

PUBLIC BUSINESS

11. **Resolution 40-24**, for the Authorization Notice of Establishment of the Quiet Zone to the Federal Railroad Administration.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

April 2, 2024, 7PM, Town Council Chambers

April 16, 2024, 7PM, Town Council Chambers

NOTICE

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.

www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings

= no materials attached *revisions may occur*

www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting

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

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.

**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 5, 2024**

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

Roll Call: Mayor Jim Kuretski; Vice Mayor Ron Delaney; Councilor Andy Fore; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Acting Town Attorney Brett Lashley and Deputy Town Clerk Stephanie Proffer. Councilor Cameron May was absent.

PROCLAMATION

1. Bicycle Month – March 2024.

Mayor Kuretski presented the proclamation to Mr. Thomas Hernandez, Director of Engineering and Public Works and Committee Member of the Technical Advisory Committee (TAC) for the Palm Beach Transportation Planning Agency and Ms. Stephanie Thoburn, Assistance Director of Planning and Zoning and Chair of the Vision Zero Advisory Committee (VZAC).

CITIZEN COMMENTS

Ms. Cindy Loth, resident of 154th Road North, discussed her concerns regarding dash cams on Jupiter Police Department (JPD) vehicles and suggested training for JPD officers.

Mr. Bob Potluck, resident of Barbados Drive, said he did not support putting new town homes in Abacoa because it would bring more traffic.

Mr. Steen Eriksson, resident of South Congress Avenue, highlighted Palm Beach County Fire Rescue (PBCFR) Station 16 recent accomplishments and noted their fire station of the year award.

Ms. Linda Smithe, resident of Via Rio, asked Council to invest in renewable infrastructure, electric vehicles, and more charging stations. She also suggested that all new construction is Leadership in Energy and Environmental Design (LEED) certified.

Ms. Linda McDermott, resident of Chadwick Drive, expressed her concern about the fire assessment fee and thanked Staff for addressing her previous concern regarding the bushes on the median South of Toney Pena Drive.

Mr. Dylan Nuquist, resident of Via Rosina, discussed the interest rates and cost comparisons for Jupiter Fire Rescue Department (JFRD).

Mr. Brett Leone, resident of Barbados Drive, asked for lighted sidewalks and intersections in Abacoa. He also suggested honoring former Council members in the new Town Hall.

Ms. Myrna Goldberg, resident of Dakota Drive, stated she did not support the proposed five-story apartment buildings near Roger Dean stadium.

CITIZEN COMMENTS

Ms. Sinikka Pirttimaki, resident of River Drive, mentioned her concerns regarding bicycle and e-bike safety issues and suggested street sweeping, adding green paint to the bike lane on Indiantown Road, and creating an alternative route for bicyclist to go to Riverbend Park.

Mr. Andy Weston, resident of Dolphin Drive, spoke about improving Dolphin Drive and asked for the road to be widened.

Ms. Kristen Henry, resident of Majorca Way, discussed her concerns regarding recent social media blasts from the Town.

MINUTES

2. February 20, 2024 Town Council Meeting Minutes.

Councilor Sundstrom moved to approve February 20, 2024 Town Council Meeting Minutes, as amended; seconded by Councilor Fore; motion passed.

Kuretski
Yes

Delaney
Yes

Fore
Yes

Sundstrom
Yes

CONSENT AGENDA

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

- Mayor Kuretski pulled item 4.
- Mr. Tim Steigenga, Ms. Kathleen Waddell, and Ms. Suzanne Whitbeck removed item 5.

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

Kuretski
Yes

Delaney
Yes

Fore
Yes

Sundstrom
Yes

PUBLIC HEARING

3. Town Code and Procurement Policy Amendment

A. Ordinance 9-24, Second Reading, Approval of Amendment of Town Code Section 2-109 pertaining to the Town's Purchasing Procedures.

Title read by Mr. Lashley.

B. Resolution 27-24, Approval of Amendment of Town Procurement Policy.

PUBLIC BUSINESS

- 4. Resolution 32-24,** Town of Jupiter Authorization to Terminate the Bioscience Land Protection Advisory Board and Interlocal Agreement. **MOVED TO REGULAR AGENDA**
- 5. Approving Amendment 2 to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years. MOVED TO REGULAR AGENDA**

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

4. **Resolution 32-24**, Town of Jupiter Authorization to Terminate the Bioscience Land Protection Advisory Board and Interlocal Agreement.

Mayor Kuretski explained he attended the last two Bioscience Land Protection Advisory board meetings, where he asked if there was a State requirement for the board to continue and noted there was not. He discussed page 2 of the Staff report regarding a corporate headquarters and noted he was in favor of a roundtable meeting.

Councilor Sundstrom believed a roundtable was a good suggestion but had concerns about the language of corporate headquarters. She said it may need to be changed to a major corporate office due to its sizeable footprint.

Vice-Mayor Delaney stated he was comfortable with Staff recommendations.

Mayor Kuretski said he agreed with clarifying the language for corporate headquarters.

Councilor Fore agreed with Councilor Sundstrom's suggestion on language.

Councilor Sundstrom believed a quick roundtable would be good for a better understanding.

Council unanimously agreed to have the Staff return with a roundtable for further discuss adding corporate headquarters use.

Vice-Mayor Delaney moved to approve Resolution 32-24; seconded by Councilor Fore; motion passed.

Kuretski
Yes

Delaney
Yes

Fore
Yes

Sundstrom
Yes

5. Approving Amendment 2 to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years.

Mr. Tim Steigenga, Chair of the Board for El Sol and resident of Eagles Nest Drive, explained El Sol's mission was to improve the quality of life for the community of Jupiter by providing labor, education, community health, food and nutrition, and youth services to day laborers and their families. He asked Council to extend the lease and consider a long-term lease.

Ms. Kathleen Waddell, resident of Winding Lake Drive, thanked the Town of Jupiter's past and present Town Council, and Jupiter Police department for their support of El Sol. She explained the vast array of age groups El Sol serves and noted during the last hurricane El Sol's clients helped over 100 Jupiter residents in preparing for the storm.

Ms. Suzanne Whitbeck, Executive Director of El Sold and resident of Ocean Dunes Circle, said 18 years ago El Sol was formed to solve a problem the Town was facing and has grown into a full-service resource center.

Mayor Kurestki noted the prior lease agreement had an option to extend for five years and asked for Council to reconsider reinstating the language to extend to five years.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

5. Approving Amendment 2 to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years.

Ms. Nikki Carpenito, Senior Director, explained Staff recommended a 24-month extension with requirements that they provided a strategic plan to include funding and facilities requirements.

Councilor Fore clarified the change was a five-year contract being changed to a three- year contract.

Ms. Carpenito said yes.

Councilor Sundstrom noted the quarterly reports were supposed to give a quarterly update on the strategic plan to include progress on identifying funding sources, partnerships for service delivery, and relocation to a permanent location. She asked if that information had been reported in previous reports.

Mr. Frank Kitzerow, Town Manager, said the reports were sporadic and would need to look back at previous reports.

Councilor Sundstrom said she would like to see what reporting was done. She stated her support for El Sol's mission and was committed to their success. She mentioned having concerns and acknowledged since the first discussion about creating El Sol 20 years ago many things had changed including the age of building which would need repairs and felt 24 months would give them time to plan.

Vice Mayor Delaney said El Sol was a great remedy regarding immigration issues on local and national level that weren't being addressed. He asked for clarification that El Sol's location was never meant to be permanent.

Ms. Carpenito agreed. Vice Mayor Delaney said he was comfortable with the two-year lease extension and would like to see a business plan that contained a transition to a separate location.

Mayor Kurestki said he understood the responsibility to keep and maintain the interior of the building were the tenants of El Sol. He also said El Sol received grant funding which helped to replace the air conditioning system. Mayor Kuretski said he would like to keep the option open up to a three-year renewal.

Vice Mayor Delaney said if we needed to extend again in two years the Town could, but would like to see a transition.

Councilor Fore said he recently learned how beneficial El Sol was but said the location was the only issue.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

5. Approving Amendment 2 to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years.

Vice-Mayor Delaney moved to approve Amendment 2 to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years; seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

Fore
Yes

Sundstrom
Yes

REGULAR AGENDA

PUBLIC HEARING

6. **Ordinance 6-24, First Reading**, Exceptions to Development Regulations and Definitions – Town initiated zoning text amendment in regard to height exceptions (Second Reading 3/19/2024).

Mr. Scott Thatcher, Principal Planner, explained how the Town's Code exempts certain items, such as towers, tanks, elevated bulkheads, and church spires regarding height. He noted that in 2021, modifications were added to include stair towers and rooftop mechanical equipment. He stated the zoning text amendment had impacts that caused unintended consequences in areas such as single-family residential. He said the text amendment would help to close off those loopholes.

Mr. Thatcher discussed the changes to the Town Code which included modifying the definition of story and gross floor area; to modify the purpose and intent of a development; and to clarify that stair towers and screened rooftop mechanical equipment could only exceed the height limit for non-residential or mixed-use buildings plus elevator bulkheads.

Councilor Fore asked if the exemptions would not be allowed in just the residential.

Mr. Thatcher stated some of the regulations and noted Staff was trying not to add large, bulky additions to rooftop structures.

Councilor Fore said Staff was trying to avoid play areas on top of those zones and if the amendments would prohibit them.

Mr. Thatcher stated it would.

Mayor Kuretski thanked Staff for recognizing there was an issue. He believed Staff found a thorough way to address the consequences.

Councilor Fore asked if there were any permits issued that allowed for someone to take advantage of the matter.

Mr. Thatcher stated that he was not aware of any but noted that there were two permits in the process which had not been approved.

Title read by Mr. Lashley.

REGULAR AGENDA

PUBLIC HEARING

6. Ordinance 6-24

Councilor Fore moved to approve Ordinance 6-24, First Reading; seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

Fore
Yes

Sundstrom
Yes

7. Resolution 28-24, Quasi-judicial - Roger Dean Chevrolet Stadium Renovations, - Site Plan Amendment to modify a previously approved site plan.

Ex-Parte Communications:

- Vice Mayor Delaney had a phone conversation with Mr. Gentile on March 1, 2024.
- Mayor Kuretski met with Mr. Gentile and Mr. Mike Bauer to discuss scope of changes on February 26, 2024.

Deputy Town Clerk swore in seven people.

Mr. George Gentile, with 2GHO and representing the Applicant, gave a brief presentation that included site location and property history.

Mr. Kirk Bauer with Fawley Bryant Architects, discussed the pivot plan; scope of improvements; building data; overhead view of the master plan; color swatches; and various proposed renderings.

Mr. Gentile thanked Staff for all their help and believed it was a benefit for all. He noted that the Applicant had agreed to all the conditions.

Mr. Garret Watson, Principal Planner, stated the Planning and Zoning Commission approved the project and explained that the plan reduced the impact to the site and Abacoa. He discussed the conditions and Council's traffic concerns.

Councilor Fore asked if the construction materials would be kept out of sight during the construction phase

Mr. Gentile said the materials would be on site, and they would do their best.

Mayor Kuretski stated professional baseball was highly valued in Jupiter and was grateful for how they engaged the Community.

Vice Mayor Delaney said he was appreciative of the relationship between the Town and baseball.

Councilor Fore asked the Applicant to take steps to assure pedestrian safety during the construction phase.

Councilor Sundstrom noted it was a great project.

REGULAR AGENDA

PUBLIC HEARING

7. Resolution 28-24

Vice-Mayor Delaney moved to approve Resolution 28-24; seconded by Councilor Fore; motion passed.

Kuretski
Yes

Delaney
Yes

Fore
Yes

Sundstrom
Yes

ROUNDTABLE

8. 2024/2025 Strategic Plan Discussion.

Ms. Nikki Carpenito, Senior Director presented the proposed draft of the 2024-2025 Strategic Plan. She reviewed the vision, mission, and the nine strategic results.

Mayor Kuretski stated he had a concern under strong local economy regarding the Community Redevelopment Agency (CRA) budget used to assist businesses within the CRA boundary and thought the Town should not single out businesses just within that area. Councilor Sundstrom agreed.

Ms. Carpenito stated Staff was proposing to move towards a multi-year strategic plan within three categories: priority strategic initiatives, strategic initiatives, and operational items.

Mayor Kuretski and Councilor Sundstrom discussed ranking the initiatives for Council to see which would be labeled as a priority.

Council discussed making sure the amount of initiatives were kept at a manageable level for Staff.

Mayor Kuretski mentioned the addition of a maintenance facility property/site.

Ms. Carpenito discussed the update to the Fire Rescue strategy, the CRA plan amendment, Town Hall Green, memorial for former Mayor Hinton, and Law Enforcement Memorial site.

Mayor Kuretski stated he had added to address the northwest quadrant of the municipal complex. He also mentioned the annual presentation on vehicle and pedestrian traffic mitigation was completed and updated every year, as well as the Florida Department of Transportation (FDOT) study.

Ms. Carpenito reviewed the US Highway One bridge, West Indiantown Road, and South Island Way initiatives. She also stated the Safety, Unique, Small Town Feel, and Green, Blue and Open Space initiatives.

Mayor Kuretski discussed collaborating with Florida East Coast Railway and Brightline, quiet zone dedications, and safety fencing enhancements.

Vice Mayor Delaney asked about a timeline for the safety fence installation. Mayor Kuretski stated he would follow up.

Vice Mayor Delaney stated his concerns regarding the train horns and wanted to push quiet zones and the safety fencing.

ROUNDTABLE

8. 2024/2025 Strategic Plan Discussion.

Mr. Kitzerow clarified Staff was working on the Quiet Zone Establishment package to bring in front of Council on March 19, 2024. He stated if Council would like to separate the request for different quiet zones at different times, then the application process would have to start over.

Mayor Kuretski stated he was not comfortable with quiet zones to the north near Pine Gardens South that were heavy pedestrian trafficked areas.

Council discussed the protect local seagrass initiative and engaging additional partners to leverage resources.

Ms. Carpenito reviewed the operational items that were identified by Council to be considered in the budget operationally but not listed as an initiative which included: Community Webcams, Sustainability Plan, and Baseball/Roger Dean Chevrolet Stadium. She mentioned Staff would bring back a priority plan to vote on items that Council deemed priority.

Mayor Kuretski stated he would like a ranking sheet to prioritize items shared with Council to complete individually.

Councilor Sundstrom mentioned the rankings were submitted to Staff electronically by each Council members then discussed at a future meeting.

REPORTS

TOWN ATTORNEY- NONE

TOWN MANAGER

- Utilities Department – Mr. Kitzerow said Staff met with Chasewood North residents at their neighborhood meeting and updated them about the deep injection well project.
- Community Rating Service (CRS) – Mr. Kitzerow said the annual audit came back and Jupiter retained its Class 5 rating which was giving Jupiter residents a 25% reduction to their flood insurance premium.
- Town Staff – Mr. Kitzerow applauded Greg Delbene from the Utilities department with a 20 years of service award and recognized Danielle Hirsch who retired from JPD with over 25 years of service.
- Summer Camp Registration – Mr. Kitzerow gave kudos to Kristen George, Director of parks and recreation as well as her staff for having a successful sign up day.
- Lobbyist – Mr. Kitzerow said two items were on the Governor's desk, one for webcams and another for Indiantown Road improvements and he would let Council know if they get approved.
- Dolphin Drive – Mr. Kitzerow explained due to cost increases, the contractor raised the pricing and the Town will need to go out for a re-bid.

**TOWN COUNCIL – LIAISON REPORTS AND COMMENTS-
COUNCILOR SUNDSTROM**

- Summer Camp registration – Councilor Sundstrom gave a huge thank you to Director Kristen George and the Staff in Recreation for an enjoyable experience during the registration process.
- Public Input Workshops –Councilor Sundstrom said two opportunities for residents to include their input were coming up on March 13, a CRA Public Input Workshop and on March 14, a Public Input Workshop for the Parks and Recreation masterplan.
- Sustainability Plan/Vulnerability assessment – Councilor Sundstrom would like to ensure that was being pursued and would like to check up on that item.
- Inlet Village Block Party – Councilor Sundstrom noted that a portion of the bridge would be completed in July and the block party to help the businesses in the area could also be a celebration party.
- PAC – Councilor Sundstrom said roughly \$215,000 came from the union and thought the public needed to know that information which could also be found in the election section of the Town’s website.
- Town Council Meeting - Councilor Sundstrom explained she would not be at the March 19, 2024 Council Meeting.
- Brightline – Councilor Sundstrom said her expectation for fencing was a reasonable timeline, if the timeline becomes unreasonable she was open to looking for alternative or interim solutions.

VICE-MAYOR DELANEY

- Brightline – Vice-Mayor Delaney agreed with Councilor Sundstrom and said the timeline might be out of the Town’s control.

COUNCILOR FORE

- Quiet Zones - Councilor Fore brought up the train horn issues and asked if it could be elevated to an Agenda item. Mayor Kuretski said it was and would be on the next Agenda.

MAYOR KURETSKI

- Summer Camp Registrations – Mayor Kuretski applauded Staff’s sign up improvement from previous years.
- Riverwalk – Mayor Kuretski said he received an email from a resident concerned about a portion of Riverwalk that was closed for an extended period. He mentioned that derelict boats were also still an issue and the Town needed to take action.

ADJOURNMENT - 9:47 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER

Ordinance 4-24, Second Reading, Town-initiated Zoning Text Amendment to Section 27-264, Application for rehearings.



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Application for Rehearings – Town-initiated Zoning Text Amendment to Section 27-264, clarifying the procedure for application withdrawal and restricting the submittal of any application on a property in which an application was denied for a 24-month period.

EXECUTIVE SUMMARY

Consideration of a Town-initiated Zoning Text Amendment application to Section 27-264, clarifying the procedure for application withdrawal, restricting the submittal of any application on a property in which an application was denied for a 24-month period, and changing the name of the section.

ANALYSIS

The current language under Section 27-264, entitled “Application for rehearings”, states that “any application which has been denied by the town council may not be resubmitted for a period of 24 months after the denial.” The attached proposed language (see Ordinance #4-24) is a result of Town Council’s direction, during the Development Approvals Roundtable that took place on October 17, 2023, to amend the current section.

Staff researched nearby municipalities for similar codes and has provided the information in a table (see Attachment A). The Town of Jupiter currently institutes one of the strictest time limitations regarding when an application may be resubmitted for a property where an application has been previously denied.

After the Planning and Zoning Commission made their recommendation, staff was requested to draft an additional provision addressing denied applications in order to allow for the submittal of a new application, and providing defined thresholds for what constitutes a new application. Ordinance #4-24 was drafted with these additional provisions (See Ordinance #4-24, page 2 lines 18-24) for the Town Council’s consideration. It includes the addition of five proposed criteria to define what constitutes a new application. The criteria include specific thresholds for reductions in density, intensity, traffic, building height, or a change in use on the property, as constituting a new application. Based on the Town Council action at first reading, **an applicant of a denied project will be required to meet two or more of the five criteria** in order to be able to submit a new application for the same property within 24-months of receiving a denial.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their November 14, 2023 meeting, the Planning and Zoning Commission recommended

approval (by a 4-3 vote) of a Zoning Text Amendment to Section 27-264 as shown in Exhibit 1 (Attached). It should be noted that the dissenting voters favored a 12-month time restriction instead of a 24-month time restriction for applications after a denial by the Town Council.

TOWN COUNCIL ACTION:

At their February 20, 2024 meeting, the Town Council approved (by a 5-0 vote) on first reading the subject Zoning Text Amendment to Section 27-264 as shown in Ordinance #4-24 (attached) with the following amendments:

- In Section 27-264(a): to state “until Council begins deliberations”; and
- In Section 27-264(b): to increase the requirements that the applicant must meet to “two or more” of the five criteria listed in the section.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance No. 4-24
2. Attachment A

FUNDING SOURCE

- Funding is not necessary for this request.

For more information or to request attachments, please contact Thatcher Hart at Thatcherh@jupiter.fl.us and/or (561) 741-2464.

ORDINANCE NO. 4-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 27, ARTICLE III, DIVISION 2, SECTION 27-264 OF THE CODE OF THE TOWN OF JUPITER PERTAINING TO DEVELOPMENT APPLICATIONS AND REHEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapters 163 and 166, Florida Statutes, to adopt such land development regulations as it deems appropriate to further the health, safety, and welfare of its residents; and,

WHEREAS, the Town Council has previously adopted Chapter 27, entitled "Zoning" which outlines procedures and requirements that apply to land development applications submitted to the Town; and

WHEREAS, the Town Council has determined that the amendment to Chapter 27, Article III, Division 2, Section 27-264 is appropriate to address the procedures governing when the applicant for a land development application may be withdrawn once submitted to the Town Council for its review and final action; and

1 **WHEREAS**, the Town Council, after due notice and public hearings hereby adopts
2 this amendment to apply the zoning provisions of Article III, Division 2, Section 27-264 to all
3 development applications in the Town.

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

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

8 **Section 2.** Town Code Chapter 27, Article III, Section 27-264 is hereby amended to
9 read as follows:

10 Sec. 27-264. - ~~Application for rehearings.~~ Procedure for the withdrawal of applications.

11 ~~Any application which has been denied by the town council may not be resubmitted~~
12 ~~for a period of 24 months after the denial.~~

13 (a) Applicants may withdraw an application up until the Town Council begins
14 deliberations.

15 (b) Should an application not be withdrawn and be denied by the Town Council, the
16 property owner or applicant may not submit another land development application for
17 the same property until 24 months after the denial unless a new application meets
18 two or more of the following requirements:

19 1. Decrease in intensity of 25 percent or more;

20 2. Decrease of density of 40 percent or more;

21 3. Reduction in traffic of 25 percent or more;

22 4. Reduction of building height by one or more stories; or,

23 5. Change in proposed use.

24 (Code 1992, § 27-137; Ord. No. 10-88, § 402.2.K, 3-1-1988; Ord. No. 6-92, § 5, 4-20-1993)

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

5 **Section 4. Repeal of laws in conflict.** All ordinances or parts of ordinances in conflict
6 herewith are hereby repealed to the extent of such conflict.

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

Nearby Municipal Research for Rehearing Applications

Included below is a list of regulations from different municipalities and Palm Beach County regarding the timeframe of application resubmittal upon receiving a denial from a deciding body for the same property.

Municipality	Re-Application Guidelines
Delray Beach	- Applications for the same request shall not be heard for <u>24 months</u> from the date of such action. - Land Use or Zoning designation changes on the property may be considered <u>6 months</u> from the date of such action - Time limits can be waived by four affirmative votes of the city commission when found necessary to prevent injustice or to facilitate the proper development of the city
Boca Raton	- Substantially similar projects may be denied by the Development Services Director if submitted <u>within one year</u>. - If the Denial is appealed or subject to other judicial challenges, the <u>1-year</u> timeframe would begin upon the final disposition of any such appeal or other judicial challenge.
Village of Wellington	- When a project is denied with prejudice, the subject site shall not be considered for a period of <u>one calendar year</u>. - Future land use map amendment to the comp plan, shall not be for <u>two calendar years</u>, from the date of the denial unless the subsequent application involves: - change in the proposed use 25 percent or greater increase or decrease in the proposed density or intensity - Majority of the decision determined denial is based on a material mistake of fact of the proposed application. - Withdraw applications submitted to the PZB Director within <u>5 business days</u> will not be subject to prejudice. - If a sufficient and submitted application becomes inactive for <u>90 calendar days</u>, the decision-making body may administratively withdraw the application unless an extension is requested prior to the expiration. Extension fees may apply.
Palm Beach Gardens	- Rezoning of the same parcel that has been denied by the city council shall not be eligible for reconsideration again for <u>1 year</u>. - Similar applications for development orders shall not be considered for <u>6 months</u>.
Boynton Beach	- Upon denial, <u>one year</u> must pass to file a subsequent application. - Applicants withdrawn with prejudice must wait 6 months to resubmit unless: - The decision of the advisory board is without prejudice; - If an application has been twice or more denied or withdrawn, the applicant must wait for <u>2-years</u> to resubmit on the property. - If the applicant withdraws the project in writing within one week prior to any hearing <u>no delay shall occur</u>.
Greenacres	Rezoning and Special Exception applications may not be resubmitted on the property for <u>12 months</u>.

Palm Beach County	• A Development Order application shall not be considered for a period of <u>one year</u> after the date of denial. • The Second Submittal on the property must be considered materially different with a change in intensity or density of 25 percent or more. • The applicant may withdraw an application for a Development Order at any time period prior to the final action on the application by the decision-making. • There is no prejudice applied to an application If withdrawn <u>5 days</u> before a hearing. • If Withdrawn within <u>5 days</u> of a hearing, the applicant can make a motion on the application for withdrawal with or without prejudice. • The application of Prejudice prohibits the filing of a successive application that is not materially different for one calendar year.
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TOWN OF JUPITER

Ordinance 6-24, Second Reading, Town initiated zoning text amendment to Section 27-1, 27-2304 and 27-2305, Exceptions to Development Regulations and Definitions.



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Exceptions to Development Regulations and Definitions</u> – Town initiated zoning text amendment to Section 27-1, 27-2304 and 27-2305 to amend development standards for exceptions to height standards.

EXECUTIVE SUMMARY

Consideration of a Town initiated zoning text amendment to amend development standards for exceptions to height standards. Specifically, the amendment is to modify “Gross floor area” and “Story” definitions to ensure enclosed rooftop mechanical rooms are exempt from height requirements in non-residential and mixed-use buildings only; rename the “Purpose of division” to add an intent and review standards for height exceptions; and, modify regulations for elevator bulkheads, rooftop mechanical equipment and stair towers to ensure height exemptions are not being used to evade the code.

ANALYSIS

On March 16, 2021, a zoning text amendment (link to Ordinance 6-21 and staff report) was approved to amend Section 27-2305, entitled “Height” to allow screened rooftop mechanical equipment and stair towers to be exempt from the height requirements of the Town Code. The amendment also modified the definition of “Gross Floor Area” and “Story” to address enclosed mechanical rooms. The regulations at the time already exempted items such as ornamental towers, spires and elevator bulkheads. That amendment was initiated to accommodate enclosed mechanical equipment on the roof of the proposed Beacon Pharmaceuticals building, a bio-science/research and development facility approved on the north side of Indiantown Road, west of the Florida Turnpike. This development order has since expired.

The provisions in the Town Code to allow development exceptions that accommodate mechanical rooms, elevator bulkheads and stair towers above the height and story limits are now being used to facilitate third story rooms in residential districts that only allows two story, single family dwelling units.

The zoning text amendment is proposing language for “Gross floor area” and “Story” to note the regulations only apply to rooftop mechanical rooms in non-residential and mixed use buildings. In residential districts, mechanical rooms should not exceed the established height limits.

An intent was added to the purpose of the regulations to note height exceptions to the

development regulations are not to create an appearance of additional bulk and mass above any established setback, yard, height or story limitation.

The height exceptions for elevator bulkheads; screened rooftop mechanical equipment; and stair towers are proposed to be amended to clearly state the intent and how the height exceptions may be used.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At their February 13, 2024 meeting, the Planning and Zoning Commission voted unanimously (by a 7-0 vote) to recommend approval of the zoning text amendment.

TOWN COUNCIL ACTION

At the March 5, 2024 meeting, the Town Council approved unanimously, on 1st reading (by a 4-0 vote), the above mentioned zoning text amendment with no modifications to staff's recommendations.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance No. 6-24
2. Staff Report

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or to request attachments, please contact Scott Thatcher at scottt@jupiter.fl.us and/or 561-741-2444.

ORDINANCE NO. 6-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING SECTION 27-1, REGARDING THE DEFINITIONS OF GROSS FLOOR AREA AND STORY; PROVIDING FOR AMENDMENTS TO SECTION 27-2304 PERTAINING TO THE PURPOSE OF DIVISION; PROVIDING FOR AMENDMENTS TO SECTION 27-2305 PERTAINING TO DEVELOPMENT STANDARDS FOR EXCEPTIONS TO THE MEASUREMENT OF BUILDING HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter ("Town") has adopted a Comprehensive Plan which has been determined to be in compliance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, pursuant to Section 163.3202(2), Florida Statutes, municipalities are required to provide specific and detailed Land Development Regulations to implement adopted Comprehensive Plans; and

WHEREAS, the Town Council of the Town has previously enacted Land Development Regulations which have been codified in the Town Code pertaining to exceptions to development regulations for building height; and

WHEREAS, the Town council has determined that it is appropriate to modify the exceptions to development regulations; and

WHEREAS, the Town's Planning and Zoning Department and its Planning and Zoning Commission have made their respective recommendations regarding the proposed amendments to the Town Council; and

1 **WHEREAS**, the Town Council, after due notice and public hearings has determined that the
2 adoption of the proposed amendments would further the public health, safety and general welfare.

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

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

7 **Section 2.** Chapter 27, Section 27-1 of the Town Code, entitled "Definitions" is hereby
8 amended to modify the following definitions:

9 *Gross floor area* means the sum of the total horizontal areas of all floors of a building,
10 expressed in square feet measured from exterior wall faces or from the centerline of walls
11 separating two buildings. Such floor area shall include basements; elevator shafts; stairwells at
12 each floor; floor space used for mechanical equipment with structural headroom of six feet, six
13 inches or more; penthouses; attic space providing structural headroom of six feet, six inches or
14 more (whether or not a floor has actually been laid); interior balconies; and mezzanines. Excluded
15 from this definition are common lobbies and common atriums not used for commercial purposes
16 and similar, common open-space, architectural features, any enclosed parking area intended to
17 meet the parking requirements of this chapter, and enclosed rooftop mechanical rooms for non-
18 residential and mixed-use buildings.

19 *Story* means that part of a building between the surface of a floor and the surface of the floor
20 above it, or if there is no floor above it, then the space between the floor and the ceiling above it.
21 For the purposes of this chapter, the minimum elevation change between a story shall be seven
22 feet. ~~For the purposes of this definition, an enclosed rooftop mechanical room consisting of a roof,~~
23 ~~ceiling and floor is not a story provided the area encompassed by the mechanical room does not~~
24 ~~exceed 20 percent of the total square footage of the building's roof area.~~

Section 3. Town Code Chapter 27, Article XI, Division 15 is hereby amended to read as follows:

DIVISION 15. – EXCEPTIONS TO DEVELOPMENT REGULATIONS

Sec. 27-2304. - Purpose and intent of division.

The regulations set forth in this division qualify or supplement, as the case may be, the district regulations appearing elsewhere in this chapter.

The purpose and intent of these regulations is to allow for certain mechanical equipment, towers, architectural elements and features to have exceptions to the regulations (items such as height, yard requirements or setbacks limits of their respective districts), provided the mechanical equipment, towers and architectural elements and features are in context with the scale, height and proportion of the building and surrounding development pattern. The purpose and intent of these exceptions are not to create an appearance of additional bulk and mass above any established height, story, yard or setback limitation.

If, in the determination of the Director of the Planning and Zoning Department, or his or her designee, the application of a proposed exception to height for a building would serve to evade the purpose and intent of the town's land development regulations, the Director may require that the application be subject to major site plan review, including public hearing before the Planning and Zoning Commission and the Town Council.

Sec. 27-2305. – Height.

(a) The height limitations stipulated in the applicable districts shall not apply to the following:

(1) Spires, cupolas and domes.

- (2) Belfries.
 - (3) Monuments.
 - (4) Tanks.
 - (5) Chimneys.
 - (6) Elevator bulkheads (no landings or elevator stops shall be placed above the story or height limitations of the applicable zoning district).
 - (7) Screened rooftop mechanical equipment in non-residential or mixed-use buildings, provided the area it encompasses does not exceed 20 percent of the square footage of the entire roof area.
 - (8) Stair towers for non-residential or mixed-use buildings.
 - (9) Water towers.
 - (10) Fire towers.
 - (11) Stage towers and scenery lofts appurtenant to a theater for the performing arts, civic or cultural building.
 - (12) Scenery towers.
 - (12 3) Cooling towers.
 - (13 4) Ornamental tower.
 - (14 5) Transmission towers and rooftop mounted antennas (See division 43 of article XI of this chapter).
- (b) In the Commercial, General District (C-2), Commercial, Office District (C-3), Commercial, Restricted District (C-4), Industrial, Park, Light Industry District (I-1), Industrial, General District (I-2), Industrial, High Technology District (I-3), Industrial, High Technology and Employment Center District (I-4) and Mixed Use Development District (MXD) where wet labs or labs with

ventilated hoods are constructed in association with bioscience, bioscience technology, high tech, laboratory, and office research uses, the building's height may exceed the maximum building height by six feet for each floor of the building which contains more than 20 percent of gross floor area of wet lab space. Provided, however, that the building height shall not be increased by more than 25 percent of the zoning district's maximum building height. In no case shall the height exceed 62½ feet. Enclosed rooftop mechanical equipment rooms may exceed the maximum building height by no more than ten percent. Rooftop mechanical equipment rooms shall be setback from the edge of the roof at a one-to-one ratio to the height of the mechanical equipment room. No signage is allowed on the side of rooftop mechanical equipment rooms.

(c) No exceptions to the height or story regulations are permitted for structures, such as roof elements, sail shades, trellises, pergolas, arbors, or other similar structures.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of laws in conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "Section", "Article", or any other appropriate word.

Section 7. Effective Date. This Ordinance shall take effect upon its execution.

February 26, 2024

#3664507 v1 26503-00001

**TOWN OF JUPITER
ZONING TEXT AMENDMENT STAFF REPORT
TOWN MANAGER'S OFFICE**



DATE: March 19, 2024
 TO: Honorable Mayor and Members of Town Council
 THRU: Frank J. Kitzerow, Town Manager
 FROM: John Sickler, Director of Planning and Zoning **JS**
 SUBJECT: **Exceptions to Development Regulations and Definitions**
 – Town initiated zoning text amendment to Section 27-1, 27-2304 and 27-2305 to amend development standards for exceptions to height standards.

Ordinance #6-24	P&Z Commission:	February 13, 2024
PZ 23-5842	Town Council:	March 5, 2024 (1 st Reading)
S. Thatcher		March 19, 2024 (adoption)

Applicant:
Request:

Town Initiated

Amend the following sections of the Zoning Code:

- Section 27-1 entitled “Definitions” to modify “Gross floor area” and “Story” definitions to ensure enclosed rooftop mechanical rooms are to be exempt from height requirements in non-residential and mixed-use buildings only.
- Section 27-2304 entitled “Purpose of division” to rename the section and add an intent and review standards for height exceptions.
- Section 27-2305 entitled “Height” to modify height exemptions for elevator bulkheads, rooftop mechanical equipment and stair towers.

Town Council Action

At the March 5, 2024 meeting, the Town Council **approved** unanimously, on 1st reading (by a 4-0 vote), the above mentioned zoning text amendment with no modifications to staff’s recommendations.

Planning and Zoning Commission Recommendation

At their February 13, 2024 meeting, the Planning and Zoning Commission voted unanimously (by a 7-0 vote) to recommend approval of the above referenced zoning text amendment.

Staff Compliance Review Summary

The proposed staff initiated text amendment (see Ordinance #6-24) is consistent with the Comprehensive Plan and will ensure consistency with the intent of other land development regulations.

Background

On March 16, 2021, a zoning text amendment ([link to Ordinance 6-21](#) and staff report) was approved to amend Section 27-2305, entitled “Height” to allow screened rooftop mechanical equipment (less than 20% of the entire roof area) and stair towers to be exempt from the height requirements of the Town Code. The amendment also modified the definition of “Gross Floor Area” and “Story” to address enclosed mechanical rooms. The regulations at the time already exempted items such as ornamental towers, spires and elevator bulkheads. That amendment was initiated to accommodate enclosed mechanical equipment on the roof of the proposed Beacon Pharmaceuticals building, a three story, 150,000 square foot bio-science/research and development facility approved on the north side of Indiantown Road, west of the Florida Turnpike (Attachment A). This development order has since expired.

Although the regulations were amended to accommodate Beacon Pharmaceuticals in the C-2 zoning district, these regulations and definitions are applicable in all zoning districts in the Town. An unintended consequence of the text amendment’s impact is beginning to occur in the Single-Family Residential (R-1) zoning district. Specifically, Sec. 27-1324, entitled “Area and dimension regulations” in R-1, limits building heights to a maximum of 35 feet/two stories. Story limitations are also provided in the Limited Multifamily Residential zoning district (R-3) and the Inlet Village zoning district.

The provisions in the Town Code to allow development exceptions that accommodate mechanical rooms, elevator bulkheads and stair towers above the height and story limits are being used to facilitate third story rooms in residential districts that only allows two story single family dwelling units. Recently, two building permits were submitted utilizing the above height exceptions to create single family units that have three floors. The following properties are located in the R-1 zoning district and have a maximum building height of 35 feet/two stories:

1. 20 West Riverside Drive. The property owner has requested a permit for a two story single family dwelling with an exempt third-story room with a stair tower and elevator access with a third floor stop, and associated elevator landings, which provide access to a roof top terrace with roof structures over the roof deck creating a third floor (Attachments B and C). The architect was justifying the stair tower with landing on the third floor and an elevator with a third floor stop by referencing the code section that allows stair towers and elevator bulkheads in the Town Code. Attachment B includes the “3rd Floor Plan” and “Front Elevation” and shows the room on the third floor and roof area with the stair tower, elevator room and roof top terrace circled in red. Attachment C includes the “Partial Front Elevation” and the “Partial Rear Elevation” perspective renderings that appear to have a third floor.

In an effort to address staff comments, the applicant emailed draft revised plans limiting the 184 square foot stair tower to only stairs and a 19 square foot landing. The elevator landing and stop have also been removed. The plans have also been revised to ensure architectural detail on the roof no longer exceed the height of a story and removed the roof structures over the roof deck (See Attachment D for revised drawings).

2. 206 East Riverside Drive. The property owner has requested a permit for a two story single-family dwelling with an exempt third-story stair tower and mechanical room (Attachment E). The permit drawing indicated a 268 square foot room, referred to as a “mechanical room” with a small closet (27 square feet) with one air handler unit located in the room. The third floor room would meet the 35 foot height limit of the district; however, the third floor mechanical room and stairs were being requested by referencing exceptions specific to stair towers in the height exceptions and mechanical rooms in the definition of story. Attachment E shows the mechanical equipment/stair tower room circled in red. The justification for the proposed stair tower access to the roof and mechanical room stated by the applicant was to provide access to a solar array with 62 panels to the south and west of the mechanical room, details of which were not included in any of the submitted permits to date. Based on staff comments on the building permit, the applicant has indicated they will revise the drawings to meet the two story requirements. However, the building permit currently has yet to be revised.

Analysis

Staff recommends Town Council consider changes to the height exceptions in Division 15, Exceptions to Development regulations of Article XI, the supplemental regulations. The proposed changes to the regulations are as follows:

1. **Section 27-1. Definitions** – Amendment to the definition of “Gross floor area” and “Story” to note the regulations only apply to rooftop mechanical rooms in non-residential and mixed use buildings. The definition for “Story” is also proposed to be modified to delete the section that excluded enclosed rooftop mechanical rooms from the definition.

Staff Comment: The proposed text amendment will provide internal consistency of the definitions of the Zoning Code with the proposed text amendment to Section 27-2305, as noted above. In addition, staff is proposing that a portion of the definition of “Story” that excluded enclosed rooftop mechanical rooms be removed. This was added with the 2021 zoning text amendment; however, it is unnecessary since the term “Story” is only utilized in the Residential, Single-Family (R-1) Zoning District; Residential, Limited Multifamily Zoning District (R-3); and the Inlet Village Zoning District. In these predominantly residential districts, mechanical rooms should not exceed the established height limits in order to maintain residential compatibility, scale and character.

2. **Sec. 27-2304. - Purpose and intent of division.**

The Exceptions to the Development Regulations include a “purpose” section; however, there was no “intent”. An intent has been added.

Staff Comment: Staff has proposed that the intent of the exceptions to the development regulations are not to create an appearance of additional bulk and mass above any established setback, yard, height or story limitation. The modification also indicates that

major site plan approval by the Town Council may be required, if it is determined by the Director of Planning and Zoning or their designee determine that a proposed exception serves as a means of evading the ordinances of the town.

3. Section 27-2305. Height.

In Section (a) modify language in regards to elevator bulkheads; screened rooftop mechanical equipment; and stair towers. Stage towers and scenery tower regulations have also been modified.

Staff Comment: Staff proposes to modify the exceptions to building height for screened rooftop mechanical equipment, elevator bulkheads and stair towers as follows:

- *Elevator Bulkheads.* This exception for elevator bulkheads existed in the code prior to the 2021 modification. Elevator bulkheads are a boxlike structure built over an elevator opening, for example the head of an elevator shaft. However, building permits are being proposed that include elevator stops and landings as part of the definition of elevator bulkhead. Staff is proposing that no landings or elevator stops be placed above the story or height limitations of the applicable zoning district.
- *Rooftop Mechanical Equipment.* This type of equipment was added in 2021 to accommodate large non-residential buildings that needed to have mechanical equipment on the roof and protect the equipment from the elements particularly for a proposed bioscience building that has more than typical HVAC requirements. The 2021 regulations did not specify the type of structures or the zoning districts where the exception were allowed. As noted in the background section there have been unintended consequences of these changes to the height exception regulations and these exceptions are being used to propose structural improvements and building areas above the two story height limit in the R-1 zoning district. Staff is recommending the language be modified to only reference non-residential or mixed use which are typically larger buildings.
- *Stair Towers.* Similar to mechanical equipment, the exception for stair towers was added to the code in 2021. The intent was to provide an exception to allow stair towers to exceed heights. To ensure that the stair tower exception is not used to allow a structure to be added to the roof above any story or height requirements in residential buildings, staff is proposing that stair tower height exceptions only be permitted for non-residential or mixed use buildings.

If frequent access to the roof is necessary for residential buildings, an alternative design solution, such as an exterior (unroofed) stairway, may still be provided to access the roof and associated mechanical equipment.

Staff has also proposed to clarify that the use of the height exception for stage towers and scenery lofts by indicating they must be in association with theaters for the performing arts, civic or cultural buildings.

A new section (c) is proposed that indicates structures, such as roof elements, sail shades, trellises, pergolas, arbors, etc. must adhere to the height and story limit that is established in the associated district.

Staff Comment: The R-1 zoning district as noted earlier, has a height limit of 35 foot/two stories. Recently, with more redevelopment of single family lots in the Town, particularly for waterfront homes looking to include roof top uses, a number of accessory rooftop structures

Exceptions to Development Regulations

Staff Report (PZ 23-5842)

Page 5

are being proposed. These structures have included roof elements, sail shades, trellises, pergolas, arbors and similar structures. From a mass and bulk perspective, these new elements and associated uses create the look of an additional story. The rendering in Attachment C is an example of the height exceptions being used to create a third floor for a single family dwelling unit in a district that only allows two stories.

In addition, staff has noted that in commercial districts roof top decks are being requested in buildings to take advantage of views afforded at the top of existing and proposed buildings. In association with these roof decks, trellises, pergolas, arbors, roof elements, etc. are sometimes being proposed above the height limit. To ensure that these items also meet the height limits in commercial district, the modification proposes this section applies to all zoning districts, and not just residential.

Conclusion

Roof top mechanical rooms/structures, elevator bulkheads, or stair towers are customarily used for large scale commercial and mixed use buildings. In such instances, the stair towers, elevator bulkheads and mechanical rooms/structures are typically subordinate in nature, designed to have limited visibility and typically do not include windows or viewing areas. The regulations referenced that established exceptions for rooftop mechanical rooms and stairwells were adopted to accommodate a three story, 150,000 square foot bioscience development adjacent to the Turnpike Plaza. The intent was not to allow additional height or stories on single-family homes. In comparison, large rooms with landings associated with stairwells, stops for elevators and rooftop mechanical rooms are atypical for single-family residential homes in Jupiter. The two proposed designs on Riverside Drive create a third floor, and are detailed similar to the floors below with comparable windows and doors. The roof top rooms are in direct conflict with the two story height limit on single family dwelling units in the R-1 single family zoning district.

Sections 27-2004 and 27-2005 of the Architectural Community Appearance Standards state that structures are to be in general conformity with the character and appearance of the surrounding structures. Utilizing these height exceptions in residential zoning districts is not in conformance with the character and appearance of the surrounding residential neighborhood.

The proposed language for the above referenced zoning text amendment is located in Ordinance #6-24.

Attachments:

- Attachment A – Beacon Pharmaceuticals Elevations
- Attachment B – 20 W. Riverside Drive
- Attachment C – Rendering of 20 W. Riverside Drive
- Attachment D – Updated rendering of 20 W. Riverside Drive
- Attachment E - 206 E. Riverside Drive

File Path.

[V:\PlanningZoning\Staff\WP51\Amendtowncode\TOJ Exceptions to Development Regulations \(PZ 23-5842\)\02-13-24 PZC Meeting\Staff Report_New Format.docx](V:\PlanningZoning\Staff\WP51\Amendtowncode\TOJ Exceptions to Development Regulations (PZ 23-5842)\02-13-24 PZC Meeting\Staff Report_New Format.docx)

March 7, 2024

Attachment A
Beacon Pharmaceuticals Elevations

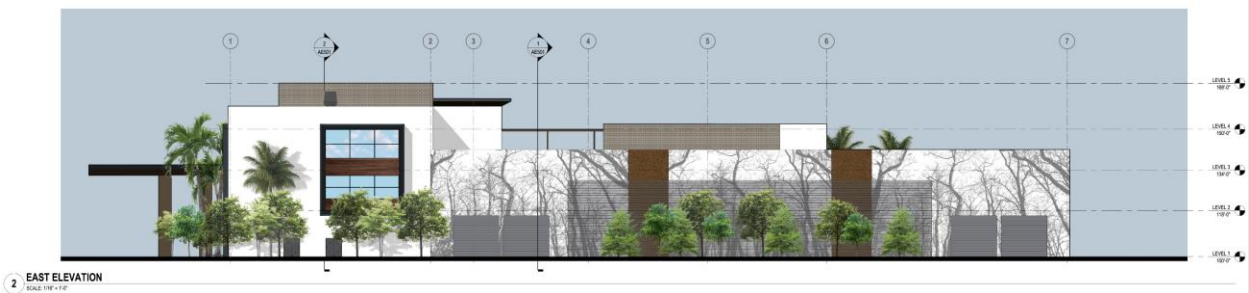
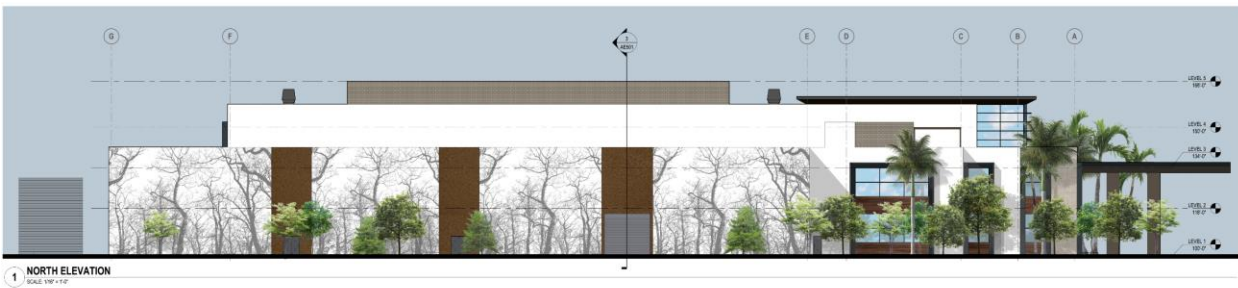




Figure 3: 20 W. Riverside (North) Elevation

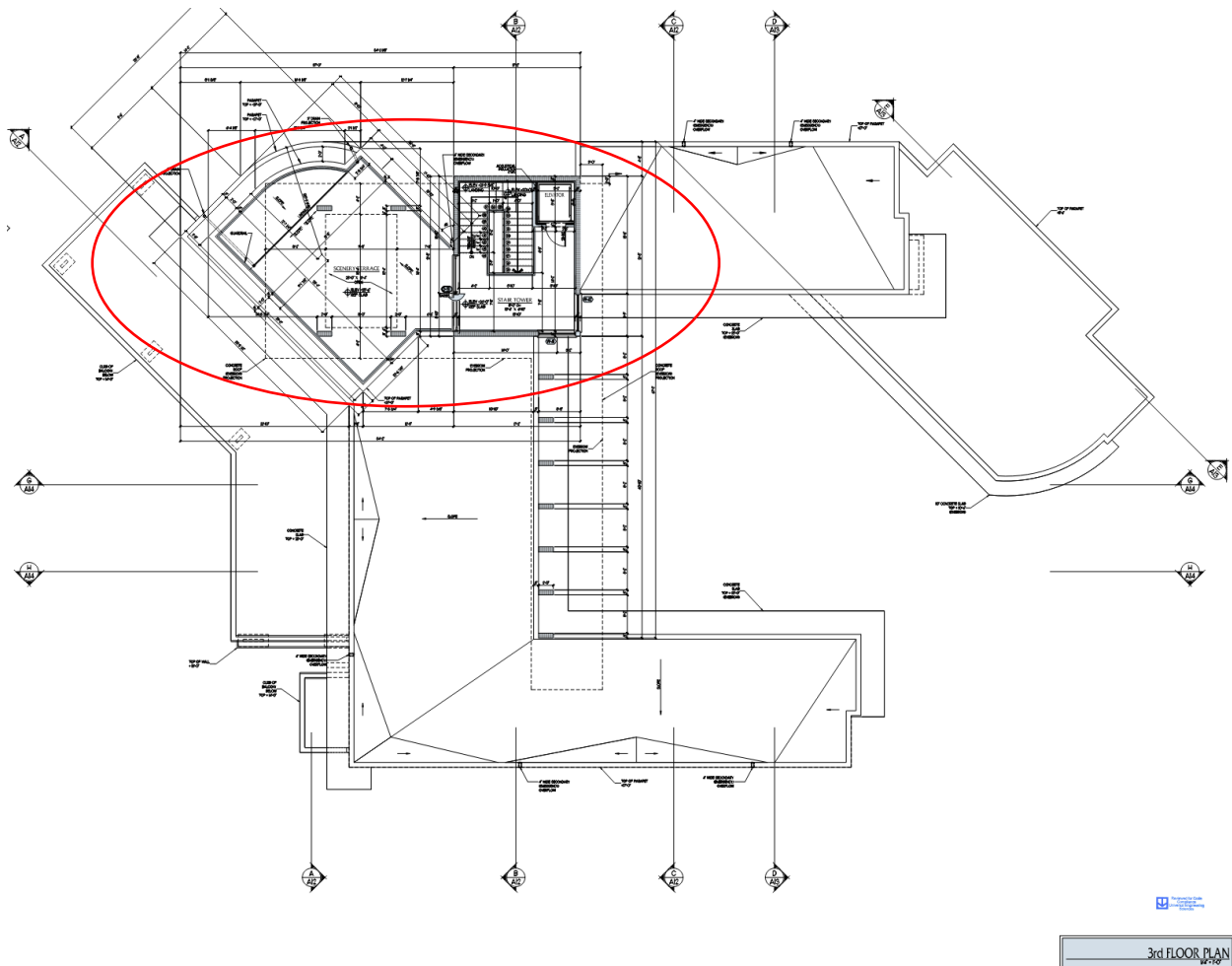


Figure 4: 20 W. Riverside Rooftop Elevation



PARTIAL FRONT ELEVATION



PARTIAL REAR ELEVATION



CURRENT



PROPOSED



CURRENT



PROPOSED



CURRENT



PROPOSED

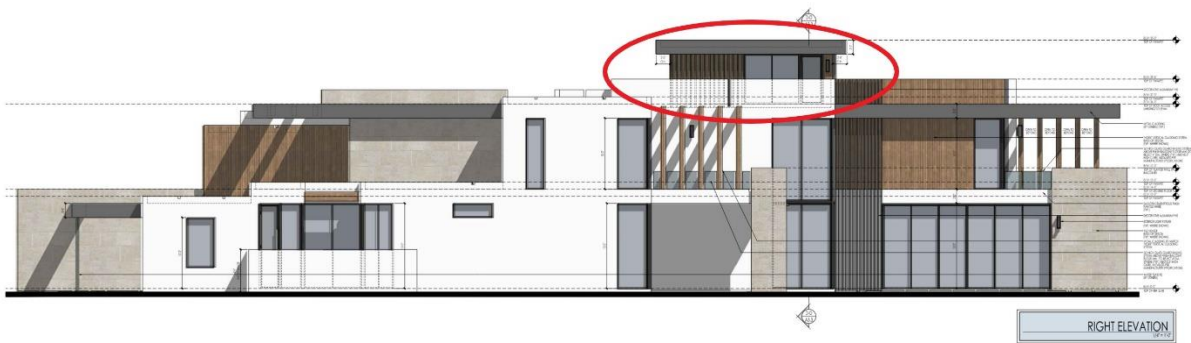


Figure 1: 206 E. Riverside (West) Elevation

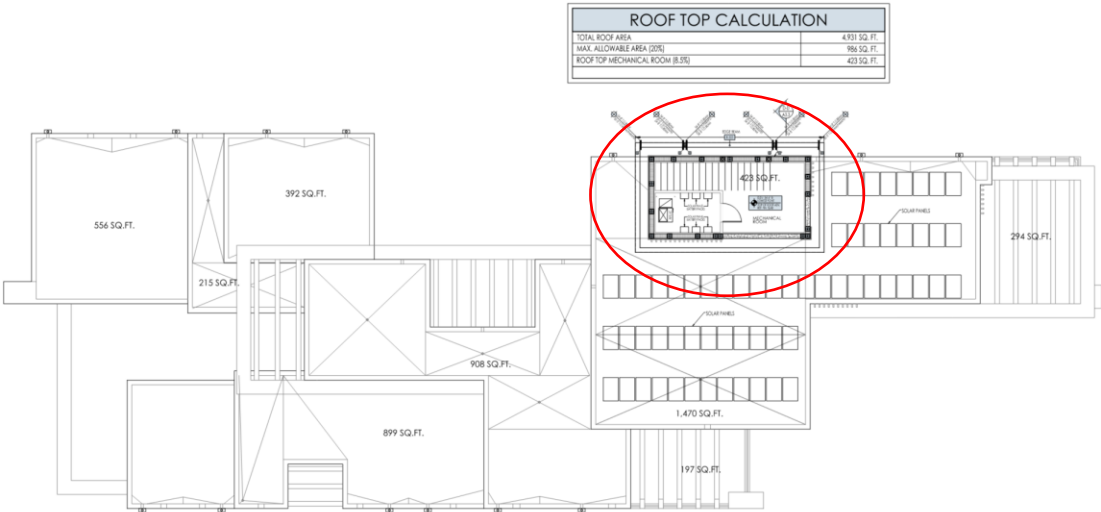


Figure 2: 206 E. Riverside Rooftop Elevation

TOWN OF JUPITER

Ordinance 8-24, First Reading, Town-initiated Zoning Text Amendment to Section 27-3191, Increasing non-residential Linkage Fees. (Second reading 4/16/24)



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Linkage Fees</u> - Town initiated Zoning Text Amendment to Section 27-3191, increasing the commercial and industrial linkage fee from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

EXECUTIVE SUMMARY

Consideration of a Town-initiated Zoning Text Amendment application to Section 27-3191, increasing the commercial and industrial linkage fee for workforce housing from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

ANALYSIS

The attached Ordinance 8-24 is a result of the Town Council's direction received during the EAR-based Amendments discussion on September 19, 2023. The Town Council provided direction to move forward with the fee increase, therefore staff is processing the change from \$1 to \$2. If the Town Council desires to increase the amount further, a nexus study should be conducted to analyze and propose a new rate based on the rational relationship between the amount of the fee imposed and the impact of new construction on the need for affordable housing. The existing \$1 fee is nominal compared to current housing prices.

Staff has researched nearby municipalities for similar fee rates and has provided the information in Attachment A of the Staff Report. Compared to jurisdictions with linkage fees, the Town of Jupiter existing and proposed fee is one of the lowest.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their February 13, 2024 meeting, the Planning and Zoning Commission recommended approval (by a 6-1 vote) of the subject Zoning Text Amendment.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance No. 8-24
2. Staff Report

FUNDING SOURCE

Funding is not necessary for this request.

For more information or to request attachments, please contact Lizzi Conley at Elizabethc@jupiter.fl.us and/or (561) 741-2589.

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ORDINANCE NO. 8-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 27, ARTICLE XI, DIVISION 44, SECTION 27-3191, TO INCREASE COMMERCIAL AND INDUSTRIAL DEVELOPMENT LINKAGE FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, to adopt land development regulations that further the public health, safety, and welfare; and,

WHEREAS, the Town Council has determined that it is appropriate to amend Chapter 27, Article XI, Division 44, Section 27-3191 to increase the linkage fee to be assessed on all new commercial and industrial development exceeding 10,000 square feet of gross floor area, or development which expands or redevelops existing commercial or industrial development by more than 10,000 square feet; and

WHEREAS, the Town Council, after due notice has considered at public hearings this amendment to Article XI, Division 44, Section 27-3191 to increase linkage fees assessed in the Town.

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

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

3 **Section 2.** Town Code Chapter 27, Article XI, Section 27-3191 is hereby amended to
4 read as follows:

5 **Sec. 27-3191. - Commercial and industrial development linkage fee.**

6 (a) Linkage fee *requirement*. All new commercial and industrial development
7 exceeding 10,000 square feet of gross floor area, or development which expands or
8 redevelops existing commercial or industrial development by more than 10,000
9 square feet of new gross floor area is required to pay a linkage fee of ~~\$1.00~~\$2.00 per
10 square foot.

11 (b) *Collection of the linkage fee*. The fee shall be collected upon the issuance of a
12 building permit and shall be deposited into the town's housing trust fund.

13 (c) *Exemptions*. A linkage fee shall not be required for:

- 14 (1) Public and private non-profit educational institutions;
15 (2) Government buildings; or
16 (3) Places of worship.

17 (d) *Waiving of linkage fee for targeted development*.

18 (1) The following criteria shall be used to determine whether a desirable
19 targeted development qualifies for the waiving of linkage fees by the town
20 council:

21 a. The development must fall into one the following industry clusters:

- 22 1. Bioscience;
23 2. Medical or pharmaceutical research and development;
24 3. Education related to the above industrial clusters.

1 b. The development shall demonstrate the capability to create new
2 employment positions in the town within the first two years of
3 operation or within two years of expansion of its operation within the
4 town.

5 c. New employment positions shall be value-added employment
6 based on the average salary paid by the employer. Value-added
7 employment is defined as the average salary for new employment
8 positions created being at least ten percent higher than the current
9 per capita income level in Palm Beach County as reported by the
10 Bureau of Economic and Business Research, University of Florida.

11 d. The development shall submit sufficient financial information to the
12 town manager to establish solvency and status as an ongoing
13 business prior to granting the linkage fee waiver. Due diligence
14 reports may include a Dun and Bradstreet report or such other reports
15 as deemed necessary by the town.

16 e. Notwithstanding the criteria listed herein, a development shall
17 qualify to have linkage fees waived if the project meets the criteria of
18 section 27-3191(d)(1)a and is sanctioned by the state or other
19 governmental entity economic development organization.

20 (Code 1992, § 27-1675.38; Ord. No. [7-15](#), § 3, 5-19-2015)

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

1 **Section 4. Repeal of laws in conflict.** All ordinances or parts of ordinances in conflict
2 herewith are hereby repealed to the extent of such conflict.

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

4

5

6 #4257095 v1 26503-00001

TOWN OF JUPITER STAFF REPORT FOR LINKAGE FEES
ZONING TEXT AMENDMENT
TOWN MANAGER’S OFFICE



DATE: March 19, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: **Linkage Fees** – Town-initiated Zoning Text Amendment to Section 27-3191, increasing the commercial and industrial linkage fee from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

Ordinance No. 8-24	Planning and Zoning Commission	02/13/24
PZ 24-5895	Town Council	03/19/24 (1st Reading)
L. Conley	Town Council	04/16/24 (Adoption)

Applicant: Town of Jupiter
Town Initiated Request: Town-initiated Zoning Text Amendment to Section 27-3191, increasing the commercial and industrial linkage fee from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

Planning and Zoning Commission Recommendation

At their February 13, 2024 meeting, the Planning and Zoning Commission recommended approval (by a 6-1 vote, with Commissioner Thompson dissenting) of the above mentioned amendments as shown in Ordinance No. 8-24.

Staff Compliance Review Summary

Staff has drafted a zoning text amendment to increase the linkage fee from \$1 to \$2 as requested by the Town Council during the September 19, 2023, EAR-based Amendments discussion at Town Council. Staff has reviewed the language and determined that it is consistent with the Comprehensive Plan and Town Code as shown in **Ordinance 8-24**.

Background.

This Town-initiated zoning text amendment (ZTA) application amends Section 27-3191, to increase the commercial and industrial linkage fee for workforce housing in order to account for increases in inflation, construction costs, and housing demands. The basis of the modification is to set an incremental increase in the linkage fee to address the substantial increases in land costs and impact of inflation on housing construction costs, since 2015.

According to the Town code “all new commercial and industrial development exceeding 10,000 square feet of gross floor area, or development which expands or redevelops existing

commercial or industrial development by more than 10,000 square feet of new gross floor area is required to pay a linkage fee of \$1.00 per square foot.” The fee is collected upon the issuance of a building permit, based on the amount of commercial or industrial development, and set aside within the housing trust fund that the Town established for the purpose of depositing funds collected pursuant to the workforce housing program and can be used only for several housing programs, as outlined in Town code. This fee is in place to compliment inclusionary zoning by ensuring non-residential development, that creates the need for workforce housing, is providing to the Town’s housing trust fund to off-set that need.

The \$1, adopted in 2015, was considered a nominal fee related to the actual need for more workforce housing created by proposed non-residential development, i.e. creation of low wage jobs and the employees who will need housing. Linkage fees that are not nominal are typically determined through a nexus study. A nexus study is a study conducted to analyze the connection between non-residential uses that create a need for workforce housing for their employees and the cost of addressing the need for attainable housing. However, when the Town adopted the linkage fee in 2015, the dollar amount was considered nominal compared to actual cost of providing workforce housing to meet the demands associated with non-residential development. The higher costs have been documented by other Florida communities, which conducted nexus studies and adopted a higher, specific amount based on construction and housing costs. The Town Council may request the fee be reevaluated in the future. A roundtable for Workforce Housing is tentatively scheduled for April where this may be considered.

Staff has researched nearby municipalities for fees charged or studied for non-residential development to address Workforce Housing needs and has provided the information in the Analysis section below. The Town linkage fee is one of the lowest fees, in comparison to other municipalities having varying higher fee rates that also vary for different land use types.

Analysis.

During the September 19, 2023 EAR-based Amendments discussion at Town Council, staff received direction to increase the linkage fee of \$1 per square foot to \$2 per square foot as provided in Exhibit 1. The rate of \$1 per square foot is nominal compared to a rate that could be justified by using a linkage fee analysis (aka: linkage fee nexus study) to evaluate the actual costs to determine a maximum fee. Under Florida law there must be a rational relationship between the amount of fee imposed and the impact of new construction on the need for affordable housing. A nexus study analyzes a number of factors, such as estimated new employees per new building square footage, industry distribution, employees by income category, housing demand, and housing cost, to set a maximum linkage fee. The governing body for a municipality can then use the study as the basis to set a reasonable linkage fee rate.

Included below is a compilation of research of other municipalities and 2023 EAR-based information for the Housing Element of the Comprehensive Plan to determine an appropriate amount for the Workforce Housing Linkage Fee increase.

Analysis:

As part of the Workforce Housing Program land development regulations ([Chapter 27, Article XI, Division 44](#)) adopted in 2015, a non-residential linkage fee was established at a rate of \$1 per square foot after first 10,000 square feet of gross floor area ([Section 27-3191](#)). Refer to Attachment 1- 2015 Workforce Housing Program Staff Report for the adoption of the original \$1 linkage fee. The fee is collected upon issuance of a building permit and deposited in the Town’s housing trust fund. Approximately \$275,000 has been collected through the linkage fee.

The Town analyzed the results of Palm Beach Gardens linkage fee analysis as a reasonable benchmark for comparison to the Town's linkage fee rate. Palm Beach Gardens has similar population and demographic characteristics, and conducted a comprehensive Workforce Housing Program study in February 2020, which included an in-depth linkage fee analysis. Palm Beach Garden's City Council decided not to adopt a linkage fee as part of its overall workforce housing program, because it was "not consistent with the business-friendly development climate that the City strives to maintain with a low and stable tax rate and high level of service." Palm Beach Gardens utilizes other incentives such as bonus programs, includes recommendations for developers to donate to their housing trust fund, and allows waivers, and auxiliary dwelling units, according to the Palm Beach Gardens 2020 Workforce Housing Report. The linkage analysis, based on 2017 data, concluded that the maximum limits that could be reasonably set based on land use types was:

- Industrial land use fee: \$10.30 per square foot of building area
- Commercial land use fee: \$19.05 per square foot of building area
- Office land use fee: \$6.00 per square foot of building area
- Hotel fee: \$11.34 per square foot of building area
- Limited or extended stay hotel fee: \$0.86 per square foot of building area

The Town reviewed other linkage fee nexus studies provided by the Florida Housing Coalition. The City of Winter Park conducted a study in 2021. It referenced a number of other linkage fee nexus studies and determined that it could enact a linkage fee of \$3.30 - \$3.96 per square foot to meet its workforce housing goals. The city adopted a linkage fee of \$2 per sf for restaurants and \$1 per sf for other non-residential construction.

Daytona Beach linkage fee nexus study: recommended a maximum workforce housing linkage fee based on averaging the new construction and Multiple Listing Service (MLS) data are:

- Industrial land use fee would be \$7.22 per square foot of building area.
- Commercial land use fee would be \$21.26 square foot of building area.
- Office land use fee would be \$23.35 per square foot of building area.
- Hotel fee would be \$12.45 per square foot of building area
- Limited or extended stay hotel fee would be \$1.23 per square foot of building area

Based on Strategic Planning Group's (the group that prepared Palm Beach Garden's Workforce Housing Program) experience many cities, especially in Florida, that have chosen to adopt linkage fees, are in the \$1 to \$5 range (before the recent jump in housing and construction costs) which are financially acceptable to developers. According to data from the Shimberg Center for Housing Studies, the average cost for a home in Jupiter have about doubled in cost from 2015 to 2023.

The Town's existing non-residential linkage fee of \$1 per square foot was adopted as a flat fee instead of basing it on individual land uses. It is evident that the Town's linkage fee is significantly lower than what it could reasonably charge if the fee was based on a linkage fee analysis conducted specifically for the Town. Increasing the linkage fee to \$2 per square foot could be an interim rate, until the Town Council discusses workforce housing at a future roundtable tentatively scheduled for Q2 of 2024. During the roundtable, the Town Council may consider a nexus study to establish a new rate or maintain the proposed \$2 per square foot. For the time being, the proposal is to change the rate to \$2 per square foot now, per the direction of Council.

Conclusion.

Based on the direction of the Town Council, Staff drafted a zoning text amendment to raise the linkage fee to \$2 in order to narrow the gap created by inflation and increasing housing costs, as an interim rate until the Workforce Housing Roundtable.

Attachments:

Attachment A - 2015 Workforce Housing Program Staff Report

Contact Elizabeth Conley at 561-741-2589 or email at Elizabethc@jupiter.fl.us for a copy of the attachments.

TOWN OF JUPITER
TOWN MANAGER’S OFFICE



DATE: May 13, 2015
TO: Honorable Mayor and Members of Town Council
THRU: Andrew D. Lukasik, Town Manager
FROM: John R. Sickler, Director, Department of Planning and Zoning 
SUBJECT: **WORKFORCE HOUSING PROGRAM REGULATIONS** – Zoning text amendment to Chapter 27 to create a new division of Article X, entitled “Workforce Housing Program” (WHP) to establish regulations for an inclusionary workforce housing requirement for all developments of ten or more residential dwelling units; a linkage fee for non-residential development; WHP density bonus provisions; and to amend Section 27-1 to include workforce housing definitions.

Ordinance No. 7-15	Meeting dates:	PZ 02/10/15
PZ 14-240		TC 03/17/15 - 1st Reading (Cont.)
DMK		TC 04/21/15 – 1st Reading
		TC 05/19/15 - 2nd Reading

Applicant: Town-initiated
Request: Zoning text amendment (Exhibit 1) to provide for new Division 43 “Workforce Housing Program” land development regulations to establish:

1. A non-residential linkage fee;
2. An inclusionary workforce housing requirement for all residential development applications of ten units or more;
3. Workforce Housing Plan (WHP) density bonus and other developer benefits;
4. Payment in lieu options for workforce housing units;
5. Other new sections pertaining to:
 - a. Construction standards;
 - b. Household eligibility standards;
 - c. Homeowner and homebuyer assistance plan;
 - d. Sales and rental prices;
 - e. Resale requirements;
 - f. Housing trust fund.

Zoning text amendment (Exhibit 1) to Section 27-1 to create workforce housing definitions.

Town Council Action (04-21-15).

At the April 21, 2015 meeting, the Town Council approved (by a 3-2 vote) on first reading the proposed text amendments and directed staff to address the following issues for second reading:

1. Review commercial and industrial linkage fees from around the country to determine if the currently proposed exemption “of the first 2,000 s.f.” from the linkage fee should be increased.

Staff Comment: Based on additional analysis (see **highlighted** section of page 6 of the staff report) staff recommends the exemption be increased to 10,000 s.f. Staff has also included a Broward County April 2015 Policy Issue Update (Attachment F) for a potential countywide housing linkage fee. Broward County staff in a 2008 report recommended a linkage fee of \$1.00 per s.f. for retail and office uses and \$0.50 for other non-residential uses. A 2014 Nexus Study completed by the Metropolitan Center at Florida International University determined the cost per square foot for these uses has increased by approximately 800% since 2007. The update notes that if a linkage fee of \$5.00 per s.f. for retail and office uses and \$2.50 for other non-residential uses had been in effect during 2014, over \$10 million would have been collected for affordable housing programs. Their final recommendation is pending.

2. Provide an update as to the status of the \$1 million from the 2006 Lennar Homes settlement agreement that was set aside for affordable housing uses.

Staff Comment: Staff has confirmed with the Finance Department that the \$1 million is located in a Town Fund Balance account and is specifically earmarked for usage in an affordable/workforce housing capacity. The 2006 settlement agreement states that the funds are for public purposes as the Town Council determines, to offset the impacts created by the development of the Loxahatchee Reserve (now known as Rialto) residential neighborhood. Further, the settlement agreement does not include any other restrictions in relation to how the funds may be used.

3. Focus on language that would allow for the redevelopment of substandard housing and address the need to maintain the existing housing stock that is functioning well as workforce housing.

Staff Comment: Staff has provided new language in 27-1675.40(3) *Density bonuses and other incentives* stating that prior to the granting of a density bonus associated with redevelopment of existing residential units, the benefit of the number and affordability of the proposed workforce housing units shall be compared to the number, housing condition and affordability of the existing units to determine if there is a benefit to the Town and surrounding development (see **highlighted** section of pages 8 and 10-11 of the staff report).

4. Coordinate with the development community to get additional input on the proposed workforce housing program regulations.

Staff Comment: Staff received comments from Jack Weir, President of Eastwind Development (Developer of Dakota Apartments and Mangrove Bay apartments) on the proposed regulations. Mr. Weir provided his initial comments late March 2015 and his additional comments from an April 27, 2015 meeting as noted in Attachment H. Staff also included a response.

Based on one of Mr. Weir's comments, staff recommends an additional option be included in Section 27-1675.42 (4) pertaining to the timing of construction requirements for the workforce housing units if the sequence of construction of a development is not physically feasible. Staff recommends the inclusion of an additional provision to allow a developer to submit a letter of credit, equal to the total dollar amount of in lieu fees, to ensure that the required workforce housing units are constructed.

Workforce Housing Program LDRs – ZTA
Page 3

5. Follow up on items presented at April 21, 2015 meeting:
 - a. Florida Department of Economic Opportunity staff suggested to provide criteria to achieve 65% bonus density for additional workforce housing units for low income households – See highlighted analysis on page 8 of the staff report.
 - b. Modification of maximum rent calculation – Staff had stated that there might be an alternate approach to calculating maximum workforce housing rents. However, this is now not recommended based on the highlighted analysis contained on page 12-13 of the staff report. Staff has also included more detailed guidelines for the application of utilities allowances in this section as noted in the analysis.
6. Section 27-1675.40(4) Town Traffic Performance Standards incentive – Staff recommends including the identical language contained in Housing Element Policy 1.2.9 d) pertaining to reviewing potential impacts to the State Strategic Intermodal System facility (I-95) as may be required by applicable State law.

Staff Update (04-14-15).

Staff recommends the following changes to the ordinance based on discussion during the presentation at the March 17, 2015 meeting:

- Waiver of linkage fee for developments creating high paying jobs (page H, lines 2-25);
- Inclusion of an additional criteria for a density bonus when providing more than 50% of bonus dwelling units as workforce housing units (page L, lines 5-6).

Town Council Action (03-17-15).

At their March 17, 2015 meeting, the Town Council **continued** (by a 4-0 vote) the Workforce Housing Program zoning text amendment to the April 21, 2015 meeting. The Town Council directed staff to provide responses to several question. The staff memo responding to the Town Council's questions is included as Attachment E.

Staff Update (03-10-15).

Since the Planning and Zoning Commission meeting, staff has modified Ordinance #7-15 to address the need for rental or sales price floors and to address a comment from the public. Section 27-1675.44 includes provisions for the minimum sales prices and rental rates for workforce housing. In addition, new definitions are provided in Section 27-1 for "rental floor" and "sales price floor" (see page 7 of staff report for analysis).

The second item revised was in response to a public comment. A concern was raised that limiting workforce housing rental dwelling units to only low and moderate-low income households would make any future rental projects economically unfeasible. Staff, with input from the housing consultant, updated Sections 27-1, 27-1675.39 and 27-1675.44 to add the moderate-high income household range to rental workforce housing programs (see page 7 of staff report for analysis).

Planning and Zoning Commission Recommendation.

At the February 10, 2015 meeting, the Planning and Zoning Commission recommended **approval** (by a 4-2 vote) of the text amendment with one modification to provide clarification on

the phasing of construction of workforce housing units in Sec. 27-1675.41 and Sec. 27-1675.42. The updated language has been included in Ordinance #7-15.

Planning and Zoning Commissioners also had the following questions:

1. If a property owner was proposing to redevelop a property which already contained residential dwelling units (i.e. tear down and build new residential), what would the Workforce Housing Program inclusionary requirements be in this example?

Staff Comment: Staff has added language to Section 27-1675.39(4) of Ordinance #7-15 that requires redevelopment that removes and replaces existing residential units to meet the workforce housing requirements the same as new development (see page 5 of staff report for analysis).

2. Whether the program as it is proposed would be an unconstitutional taking?

Staff Comment: The Town's consultant, Innovative Housing Institute (IHI), provided an analysis of inclusionary housing ordinances that were upheld from 2000 to 2015 (see page 5 of the staff report and Attachment C). The analysis was provided by Mr. Nicholas J. Brunick, a partner in the Chicago Law Firm of Applegate Thorne-Thomsen. Mr. Brunick is an expert in legal matters pertaining to inclusionary housing.

The above proposed text changes recommended by staff, are shown in Ordinance #7-15.

Staff Recommendation.

Staff recommends **approval** of the proposed inclusionary Workforce Housing Program (WHP) land development regulations, WHP density bonus provisions, linkage fee for non-residential development and workforce housing definitions, as contained in Ordinance #7-15, with additional language indicated by underline.

Background.

The history timeline for development of the new Workforce Housing Program is contained in the concurrent Housing Element Comprehensive Plan text amendment. Since 2008, the Town has had the framework in place for the Workforce Housing Program. The existing housing objectives and policies adopted in 2008 are consistent with Palm Beach County's (PBC) mandatory workforce housing regulations. The PBC Workforce Housing Program was used as a model because a substantial amount of public input occurred with developers and builders to adopt the regulations. The Town's program was intended to complement the County's efforts.

In preparing to implement the new Workforce Housing Program, staff began public outreach with the establishment of a Workforce Housing Steering Committee. This committee has met four times since 2012. Additional coordination via email and subsequent individual meetings have occurred throughout the process. Staff and the consultants have also held two Workforce Housing public workshops.

Based on the Comprehensive Plan policies, land development regulations (LDR's) are still needed in order to implement and require the inclusionary workforce housing as originally established. The proposed LDR's presented by staff and the Town's Housing consultants continue to generally model Palm Beach County; however, there are additions proposed due to the unique characteristics of the Town, including but not limited to the fact that the Town is nearing build-out and the differences in the local market. These include recommendations for a linkage fee for non-residential uses, for-sale workforce housing units provided in perpetuity, and

a 14% additional workforce housing requirement for properties changing the land use or zoning that creates additional density not previously permitted.

To date, the Town has approved 1,589 dwellings units in Abacoa and 75 in Barcelona that were restricted on sale and rental prices. The units in Abacoa were not income qualified and were only required to remain affordable (based on moderate high median income) for only five years. 1,184 of the 1,589 units have already expired. 270 workforce housing rental units are under construction in Allure (of the 340 total), and 135 rental units have been constructed in Dakota (of the 190 total). Once the units in Allure and Dakota expire, the mixed use project will no longer have requirements that would limit sales or rental prices. In comparison, there are 75 rental workforce housing units that were approved in Barcelona apartments on Military Trail which will remain for 50 years. The Barcelona apartments were approved to be income qualified, and to provide for a range of income levels from low to middle income. Workforce housing units are proposed to be scattered amongst market rate units. Barcelona was approved with workforce housing and density bonuses based on the existing Workforce Housing Policies in the Comprehensive Plan. This project is the first to have the inclusionary housing in the Town and is a good example of the program.

Analysis.

While the background provided above and in the Comprehensive Plan amendment gives information on what the Town has done so far regarding Workforce Housing, it is important to also consider why these policy initiatives were created. A Workforce Housing Program or inclusionary zoning:

- Provides opportunities for housing that is achievable to the working middle class;
- Provides opportunities to families to achieve a better way of life specifically in the Town which has an environment that can contribute to success with high quality public schools, lower crime rates and public access to many unique natural resources;
- Promotes a diverse population and community that enriches the Town;
- Will reduce the deficit in affordable and workforce housing in which the Town will undoubtedly never satisfy; and,
- Helps to reduce the gap in affordability for housing prices that are again less affordable as the market has rebounded so quickly in the town.

The staff report provides a general overview with commentary of the proposed land development regulations for the new Division 43 “Workforce Housing Program”. The Town’s Housing consultant has also provided supporting analysis and justification for the new program in Attachment A- Innovative Housing Institute (IHI) Report.

A. Proposed new Division 43 “Workforce Housing Program” - Starting from Section 27-1675.37 to 27-1675.48, creates a new division in Article X in Chapter 27, as follows:

- 1. Commercial and industrial development linkage fee (Section 27.1675.38)** – Establish a linkage fee of \$1.00 per square foot of new and redevelopment of commercial and industrial development that exceeds 10,000 (s.f.) square feet of new gross floor area.

Staff Comment: The proposed non-residential linkage fee is based on the requirement in existing Housing Element Policy 1.2.8 to investigate the feasibility of establishing such a fee. Staff notes that the Town is close to build-out and there are currently less than 10 acres of vacant land assigned with residential land use designations, which do not have

development approvals. This leaves limited opportunities for large residential development, and it is anticipated that future residential would be part of a mixed use project or be redevelopment.

To address comments raised at the first reading by Town Council, Staff is recommending to increase the square footage exemption for the first 10,000 s.f. (from 2,000 s.f.) of new gross floor area. The s.f. exemptions listed below from linkage fees utilized by other communities in Florida and other municipalities across the country that are of similar size (around populations¹ of 100,000 or less), provide varying exemptions above and below the 10,000 s.f. exemption proposed by staff.

Linkage fee square footage exemption		
City	Population	Exemption
Coconut Creek, Florida	56,792	None
Winter Park, Florida	29,203	None
Somerville, Massachusetts	78,804	Commercial developments of at least 30,000 square feet.
Cambridge, Massachusetts	107,289	Commercial developments over 30,000 s.f.
Walnut Creek, California	66,900	first 1,000 s.f.
Santa Monica, California	92,474	first 1,000 s.f.

The proposed 10,000 s.f. recommended by staff is more based on local conditions in the Town. Specifically, staff notes that the majority of small business commercial projects and expansions proposed by local developers tend to be closer to 10,000 s.f. in size and the exemption will not impact these types of developments.

In addition, staff has included a Broward County April 2015 Policy Issue Update (Attachment F) for a potential housing linkage fee since it is recent and details information in Florida.

As noted in the attached IHI Report (pages 5-6), commercial and industrial development create a need for workforce housing for their employees. The report notes that two local governments in Florida, Coconut Creek and Winter Park, utilize linkage fees. The Coconut Creek linkage fee varies from \$0.37 to \$2.42 per square foot depending on the use and the Winter Park fee is \$0.50 per square foot. The IHI report notes that the proposed \$1.00 per square foot charge is much less than similar linkage fees throughout the Country (\$4.00 to \$8.00). Staff acknowledges that the linkage fee must be balanced with the Town's strategic priority to provide incentives for bioscience economic development. Accordingly, staff has included a waiver process from linkage fees in the ordinance for development going through the approval process, which falls in the industry clusters of bioscience, medical or pharmaceutical research and development, or education related to either of these industry clusters, and is proposing higher paying jobs. The specifics of the proposed waiver process is the same as the existing regulations in the Code to qualify for the expedited review process for development in these same industry clusters. Finally, in conjunction with the proposed waiver process from linkage fees, the Town Council could also give consideration on a case by case basis for the Town to fund the associated linkage fee for other desired uses.

¹ 2013 U.S. Census Estimated Population

- 2. Purpose and intent (Section 27-1675.37)** – The purpose and intent of the Workforce Housing Program is to ensure an adequate inventory of owner occupied or rental housing throughout the Town that is affordable to low, low-moderate, moderate-high and middle income households.

Staff Comment: The Florida Legislature enacted a statutory goal that “by the year 2010, this state will ensure that decent and affordable housing is available for all of its residents” Section 420.0003(2), Florida Statutes. The Comprehensive Plan Housing Element requirements of Chapter 163, Part II, Florida Statutes, do not intend for local governments to build affordable and workforce housing. However, local governments are expected to facilitate affordable and workforce housing development by the private sector. It is intended that the proposed WHP division will implement the provisions in the Town’s Housing Element to facilitate the development of workforce housing.

- 3. Workforce housing requirements (Section 27.1675.39)** – This section of the proposed regulations includes requirements for the following:

- Inclusionary workforce housing requirement of 6% of total dwelling units for developments proposing 10 or more units for developments not requiring land use amendments or rezoning;
- If a land use amendment or rezoning is requested to increase density, then 20% of the dwelling units associated with the increased density is required to be inclusionary workforce housing.
- The regulations apply to site plan, planned unit developments, or amendments to either;
- The tenure (for-sale or rental) of the workforce units are required to match the tenure of the market rate dwelling units in a development;
- Community Land Trusts (CLT) – The Town Council may authorize entering into an agreement with a CLT to administer the WHP created in the proposed division;
- Exempted types of developments from the requirements include projects developed utilizing subsidized state or federal housing programs, mobile home parks, educational dormitories or nursing homes.
- Applicability of workforce housing requirements for redevelopment – Staff recommends redevelopment be required to meet the same workforce housing requirements as new development because it is likely that the existing residential being replaced would be outdated (approximately 30 or more years old) and more likely be performing with rental rates or property values consistent with workforce housing.

Staff Comment: The proposed increase in the percentage of required workforce housing units in a development, when a land use amendment or rezoning is required, is recommended because a land use amendment or rezoning would provide additional residential entitlements and the increased inclusionary requirement is a way to capture additional workforce housing units above the 6%. An example of the increased requirement is contained in the IHI WHP Report on pages 6-7. The benefits of utilizing a CLT include assurance that a WHP plan will be properly administered and that homes remain affordable for the long term, as further explained in the IHI WHP report (page 12).

Staff requested the housing consultant provide information (Attachment C) of national case law pertaining to inclusionary zoning in the last 15 years. The information was provided by Nicholas J. Brunick, a partner in the Chicago Law Firm of Applegate Thorne-Thomsen. The information includes seven cases from courts in Florida, New Jersey and

California. In all seven examples, the applicable courts ruled that the inclusionary housing ordinances did not constitute an unconstitutional taking, because, among other reasons, the ordinances still allowed the developer to obtain significant benefits and receive a just and reasonable return on investment. Staff notes that while all of the cases were affirmed by the courts, according to the consultant there has been case law where inclusionary zoning ordinances have been struck down. However, in nearly all of these instances the ordinances were struck down for state or local law reasons (e.g. state law prohibiting rent control, the lack of state or local enabling authority for inclusionary zoning, etc.) and not for federal constitutional reasons (e.g. a taking). In some of those cases, the ordinances were revised in light of the court decision and have served as productive programs.

4. Density bonuses and other incentives (Section 27.1675.40) – This section of the proposed regulations includes the following:

- The proposed density bonuses up to 30% of the base density require that 40% of the additional units are designated as workforce housing units. Bonuses above 30% to 100% require that 50% of the additional units are designated as workforce housing units, and one or more of the following:
 - The property is assigned with a land use designation that has a maximum base density of at least 6 units per acre;
 - The property is within ½ mile of a funded or developed Tri-Rail station;
 - The property is within either the Toney Penna or Inlet Village Redevelopment Overlay Areas (ROAs);
 - More than 60% of additional units are designated as workforce housing units.
- Up to 65% additional bonuses above the base density for the provision of additional workforce housing units for low income households. As part of the review of the concurrent Housing Element Comprehensive Plan text amendment, the Florida Department of Economic Opportunity (DEO) staff suggested providing criteria in the workforce housing program regulations for achieving the density bonus up to 65% of the base density. Specifically, DEO staff recommended a provision be added of additional workforce housing units for low income households. Staff has included additional criteria for this density bonus in Section 27-1675.40 2), that requires the provision of at least 25% of the density bonus units as workforce housing units for low income households, and one or more of the following:
 - The future land use designation is High Density Residential, Inlet Village Residential, Mixed Use, Riverwalk Flex or Inlet Village Flex;
 - It is within ½ mile of a developed Tri-Rail station, or the Tri-Rail station is funded in a 5-year capital improvement plan;
 - It is within the Toney Penna, Center Street or Inlet Village Redevelopment Overlay Areas;
- Granting density bonus for redevelopment of existing residential units - Determine the net benefit of replacing units based on a comparison to the number, housing condition and affordability of existing units (Detailed below).
- Other incentives include the following:
 - Traffic concurrency exception, up to 30% above the adopted level of service (LOS) standard of affected roads and intersections for workforce housing units;
 - Expedited permitting for residential developments providing workforce housing units.

Staff Comment: Staff notes that most of the new residential developments to be developed in the Town will be redevelopment, and therefore will most likely be multi-family dwelling units. In order to achieve a viable density to develop a multi-family or

mixed use project, a developer may need to achieve density bonuses above the maximum base densities in the Town's land use designations. Requiring additional workforce housing units for the granted additional density bonuses is another way to increase the total percentage of such units above the inclusionary 6%. The specifics of each of the bonus density tier are further analyzed in the IHI Report on pages 7-8. With regard to the proposed traffic concurrency exception incentive, staff notes this is a revision to the existing incentive that is contained in Housing Element Policy 1.2.11. As noted in the concurrent Housing Element text amendment, the proposed revision is similar to what is contained in Palm Beach County's Transportation Element of their Comprehensive Plan.

Redevelopment Potential for Existing Multifamily Developments - To analyze the redevelopment of existing housing stock that is assumed to be functioning as workforce housing, staff reviewed the existing locations where redevelopment is likely. The table below shows existing rental apartments that are under single ownership, and the existing and the potential number of dwelling units if the maximum density bonuses were approved.

	Existing developments	Size (in acres)	Existing Density	Existing # of Units	# of Units at 15 units/ acre	Meets Eligibility requirements of WFH criteria for 15 units/acre?
Existing subsidized housing						
1	Toney Penna Apts.	1.66	10.8	18	24	Yes
2	Second Housing Group (Next to Toney Penna Apts.)	1.75	13.7	24	26	Yes
3	Stephenson Manor	4.1	7.8	32	61	Yes
4	Jupiter Lakes Condos	7.5	8	60	112	Yes
5	Wood Duck Apts.	8.02	8	64	120	Yes
Center Street apartments						
6	130 Center Street	0.43	11.6	5	6.4	Maybe
7	1600 Center Street	1.68	17.85	30	25*	Maybe
8	708 N. Whitney Drive	2.5	12	30	38	Maybe
9	704-708 N. Whitney Drive	0.53	7.5	4	8	Maybe
Pine Gardens South apartments						
10	3 rd Street quads	0.26	15.4	4	4	Yes
11	4 th Street quads (north side)	0.26	15.4	4	4	Yes
12	4 th Street quads (south side)	0.3	13.3	4	4.5	Yes
13	6 th Street quads	0.28	14.3	4	4.2	Yes
14	7 th Street quads	0.28	14.3	4	4.2	Yes
Miscellaneous						
15	17345 Bush Road	1.0	12	12	15	Maybe
*This is a decrease in units						

Based on the table above staff has concluded that:

- The two apartment complexes (#1 & 2) along Toney Penna Drive could redevelop with slightly higher densities; given the narrow configuration of these sites and the location, redevelopment would not likely include many site amenities and may more easily yield units within the workforce housing range.
- Of the five subsidized housing developments three (#3-5) have a current density at or below 8 du's/acre. If redeveloped with a maximum density of 15 du's/acre approximately one-third of the total units would need to be designated as workforce housing.
- The three apartment complexes along Center Street (#6, 8, 9) and the miscellaneous apartments on Bush Road (#15) can only achieve the maximum 15 du's/acre if more than a third of the units are designated as workforce housing with a higher percentage being for low-income households.
- The apartment complex, at 1600 Center Street, has a density of 18 du's/acre and exceeds the maximum density of 15 du's/acre that is permitted with density bonuses. This is due in part because some of their parking is provided off site on a 0.23 acres parcel to the east owned by the adjacent Center Street Village HOA. There are also conflicting records that indicate there may be 32 units on the site. Redevelopment of this property is likely to be more difficult, due to the need to reduce the number of dwelling units. This property has had documented housing standard violations that were corrected.
- The quad apartments in Pine Gardens South have densities at or close to the maximum density of 15 du's/acre allowed with bonuses. Given the location to the Toney Penna Transit Oriented Development, redevelopment of these properties is likely if there were a mixture of market rate units and workforce housing units.

Based on the analysis, staff is adding language to the ordinance to address the redevelopment of existing housing stock that is functioning as workforce housing since there are a variety of scenarios that need to be reviewed. This will allow consideration to be given on a case by case basis to determine the benefits of granting the density bonuses. The new language is proposed in Sec. 27-1675.40, to state:

Prior to the granting of a density bonus associated with the redevelopment of existing residential units, the benefit of the number and affordability of the proposed workforce housing units shall be compared to the number, housing condition and affordability of the existing units to determine if there is a net benefit to the Town and surrounding development.

The proposed language for the redevelopment of existing residential units does not address situations where the actual existing density is above the maximum 15 units per acre. Staff has identified only one property that currently exceeds 15 units per acre (1600 Center Street at 17.9 units per acre). The prior policy direction of the Town Council was adopted in the Comprehensive Plan that 15 units per acre is the maximum. If this policy direction changes, language to allow density in excess of 15 units per acre could be added to this ordinance and the concurrent Ordinance #6-15. In addition, a separate amendment would need to be initiated to change Policy 1.3.4 of the Future

Land Use Element. An alternative approach would be to consider offering Housing Trust Fund monies to incentivize the redevelopment of this property.

Finally, as noted by staff at the April 21, 2015 meeting, monies in the Housing Trust Fund can be utilized to help existing homeowners in older homes functioning as workforce housing remain in their homes. The Town's existing and future homeowner assistance programs would not be bound by the restrictions of the federal Community Development Block Grant program funding and would be able to assist homeowners in the moderate workforce housing income ranges.

5. **Workforce housing plan (Section 27.1675.41)** – The plan needs to include the dwelling unit type and cost (final price) of for-sale or maximum rent level of the proposed market-rate units and a site plan that depicts the location of these units. Site plans for for-sale developments are required to specifically identify the location of the workforce housing units. The plan shall be required as part of any development order associated with the approval of a site plan.

Staff Comment: Staff notes that requiring the precise location of workforce housing dwelling units in rental developments is not critical because through the leasing process the location of these units may shift over time.

6. **Construction standards for workforce housing (Section 27.1675.42)** – The construction standards include regulations pertaining to the design, size and timing of construction of the workforce housing dwelling units. The minimum size for the workforce housing dwelling units is required to be at least 80% of the bedroom average for a market rate dwelling unit up to 2,000 square feet. Finally, the workforce housing dwelling units are to be constructed consistent with the standards for new housing contained in the Florida Building Code.

Staff Comment: Staff notes that the 80% size requirement of workforce housing dwelling units is capped at 2,000 square feet because requiring a developer to produce such units based on larger (3,000 to 4,000 square feet) market rate dwelling units is not necessary to provide an adequately sized unit. Additional analysis for construction standards is contained in the IHI Report on pages 9-10. The timing of construction regulations are proposed to ensure workforce housing dwelling units in a residential development are completed along with specific percentages of market rate units in the development.

7. **Payment of fee or donation of Land in lieu of workforce dwelling units (Section 27.1675.43)** – The proposed payment of fee in lieu for a for-sale unit is \$200,000 and the fee for a rental unit is \$150,000. In addition, regulations for an in lieu donation of suitable land within the Town are also included in this section. Properties in the Toney Penna Redevelopment Overlay Area may only utilize the in lieu options for 25% of the required workforce housing. Residential developments requiring a land use amendment or rezoning shall not have the in lieu option for the additional 14% of workforce housing units. Finally, residential developments granted density bonuses shall not be allowed to utilize in lieu options for the bonus dwelling units that are required to be workforce housing units.

Staff Comment: Inclusionary requirements frequently include the ability to pay an in lieu fee, or donation of land, rather than build workforce housing units on site. The proposed in lieu fee of \$200,000 is reflective of the gap that exists in the Town between market rate housing and what can be afforded by households with incomes in the workforce housing ranges. As noted in the IHI Report on page 3-4, the median sale price of a single family home in the Town is \$385,500. The IHI Report notes (pages 8-9) that

setting the in lieu fee too low has adverse impacts. Specifically, setting the in lieu fee too low will result in fewer workforce housing units being constructed on site, which is typically the goal. Staff is recommending the restrictions on utilizing the in lieu options for developments in order to assure that workforce housing units are constructed on site.

8. Sales and rental prices for workforce housing dwelling units (Section 27.1675.44)

– The initial workforce housing sales price are applicable in all four workforce housing ranges and are required to meet the standards for determining the price, which includes expected monthly mortgage payment, insurance, utilities and property taxes. Workforce housing rental dwelling unit prices are determined in accordance with the Florida Median Rent published by the U.S. Department of Housing and Urban Development (HUD). Three (low income, moderate-low, and moderate high income) of the four workforce housing income tiers are recommended to be utilized for rental dwelling units. The middle income tier was not recommended by the Housing Consultant because this rental rate is consistent with market rates, which currently is \$2,190 for a 3-bedroom unit. Finally, the proposed section details resale restrictions for for-sale workforce housing dwelling units.

Staff Comments: Palm Beach County's current maximum sales prices for workforce housing dwelling units are based on the County's HUD 2014 Median Family Income (MFI) of \$63,300, as follows:

- Low Income (60-80% of MFI) - \$132,900
- Moderate-low Income (81-100% of MFI) - \$170,900
- Moderate-High Income (101-120% of MFI) - \$208,890
- Middle Income (121-140% of MFI) – \$246,900

The anticipated maximum rents for a 3-bedroom workforce housing dwelling unit in the Town would be as follows (see worksheets in Attachment B):

- Low Income - \$1,170
- Moderate-low Income - \$1,500
- Moderate-high income - \$1,850

When compared with the median sales price (\$385,000) of a home in the Town, the anticipated sales prices of workforce housing units further support for the proposed \$200,000 in lieu payment. Inclusion of the moderate-high income category in the workforce housing requirements for a rental development will enable proposed developments to be more economically desirable to developers and still provide a need for workforce housing units at 120 percent of applicable household income. Staff notes that new (within the last three years) market rate 3-bedroom rental units in the north Palm Beach County area are currently renting between \$1,900 to \$2,200, which is above the moderate-high income cap of \$1,850. Requirements to establish sales price floors and rental rate floors will enable developers to have financial certainty when residential developments containing workforce housing dwelling units are approved. This allows property owners to maintain the initial sales price or rental rate as originally estimated in a proforma, even if the median household income (MHI) drops. During the recession, the reduction of Palm Beach County's MHI reduced rental rates and sales prices of homes for less than the initial amounts contemplated in the project development.

At the April 21, 2015 Town Council meeting, staff mentioned consideration was being given to developing an alternate approach to calculating maximum rents from the Florida Median Rent published by the U.S. Department of Housing and Urban Development (HUD), which is used by the Florida Housing Finance Corporation. However, after

discussion with staff at the Housing Leadership Council of Palm Beach County, it was determined that maintaining use of the well-established HUD formula to set workforce housing maximum rents is the best practice.

In addition, staff has included regulations for utilities allowances (from the West Palm Beach Housing Authority) in Sec. 27-1675.44(4)(b), entitled *Sales and rental prices for workforce housing dwelling units*. The utilities allowances are deducted from the applicable Florida Median Rents to determine the maximum allowable workforce housing rents. The modifications below will alter the utilities allowances to be more reflective of the actual usage:

- HUD discounts (approximately 20%) for the utilization of energy efficiency heating, cooling and hot water tank systems and the use of Energy Star® appliances;
- One year of actual project averages of water usage costs for one, two and three-bedroom size units;
- Actual sewer usage costs, as updated by the Loxahatchee River District.

Application of the above discounts will result in more accurate utilities allowances based on actual utility rates.

- 9. Qualifications for eligible households and criteria under the workforce homebuyer program (Section 27.1675.45)** – Eligible households are required to meet the income criteria for the applicable for-sale and rental income categories defined in Section 27-1. Priority for eligible households is given to those that qualify as first time homebuyers or have at least one adult member employed in the Town.

Staff Comment: The intent of prioritizing first time homebuyers is to allow such prequalified households to have the first chance to own a workforce housing dwelling unit constructed in the Town. The employment prioritization is meant to allow employees of businesses and organizations in the Town to have the opportunity to live in the Town in order to meet the intended goal to provide housing for the workforce.

- 10. Homeowner and homebuyer assistance program (Section 27.1675.46)** – This section details the various program components (homeowner grants and loans to complete exterior improvements, down payment grants, second mortgages, etc.) and household eligibility requirements. Homeowners are required to apply at least three percent of their own funds toward the down payment of a home.

Staff Comment: The assistance program components listed in this section are proposed to be funded, in part, by in lieu fees collected from developers. In addition, eligible households may utilize any other source of funding including grants from the State Housing Initiative Partnership, Community Development Block Grant Program or other similar sources to assist with the down payment. As noted in the regulations, the program will be administered by the Neighborhood Services Division or its designee, which could be a Community Land Trust.

- 11. Affordability time period durations for rental and for-sale workforce housing dwelling units (Section 27.1675.47)** – For-sale properties are required to record a land lease ensuring permanent affordability and resales are required to meet applicable formula requirements of the Town's Workforce Housing Policies and Procedures document or the resale formula used by a designated Community Land Trust, if selected by the Town.

Staff Comment: The regulations propose that for-sale workforce housing dwelling units be maintained in perpetuity and rental workforce housing dwelling units for a period of no less than 30 years. As noted in the IHI Report (pages 11-12), it is recommended that the best way to administer these long-term requirements is to place the responsibility for monitoring compliance on a neutral third party, such as a CLT.

12. Housing trust fund (Section 27.1675.48) – The Housing Trust Funds can include in lieu payments from developers and loan repayments from the Homeowner and Homebuyer Assistance Program. The funds can be used for:

- Second mortgage assistance;
- Down payment assistance to eligible households;
- Acquisition and construction of WH dwelling units.

Staff Comment: As noted in the IHI Report on page 13, Housing Trust Funds are an important local tool that will enable the Town to develop workforce housing units. Having a fund dedicated to the provision and maintenance of workforce housing will help provide the Town with important leverage in ensuring that these developments are economically feasible.

B. Proposed definitions in Section 27-1 - Staff recommends the new definitions be added to Section 27-1. These definitions are for common workforce housing related terms that are included in the proposed regulations. Many of the definitions are nearly identical to those utilized by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation.

Based on the reasons contained in this staff report, staff recommends **approval** of the proposed zoning text amendment.

Next Steps...

Workforce Housing Policies and Procedures- In order to implement and administer the Land Development Regulations specifically as part of a residential or mixed use project, the Town's Housing Consultant recommends the development and adoption of Workforce Housing Policies and Procedures. The development of this document is outside the scope of the current text amendments, and is anticipated to have specific details of resale, income qualifications, deed restrictions, etc. The Town will need to contract with a professional workforce housing consultant or agency to complete the Workforce Housing Policies and Procedures document. In the interim, if a development application is submitted with a residential component requiring workforce housing units prior to the completion of the Workforce Housing Policies and Procedures; staff recommends the specific procedures be dealt with through development order conditions of approval.

Administering Workforce Housing Program- Additional resources will also be necessary to administer the Workforce Housing Program by Planning and Neighborhood Services staff. Based on discussions with Palm Beach County, work done to do annual reports or monitoring is less than one full time position. It is anticipated that the amount of work would start slow at first, but as more workforce housing dwelling units are approved and constructed this will increase.

The Housing consultant also recommends contracting with a local Community Land Trust in order to income qualify, provide a source of eligible candidates, monitor resales, etc. Staff met with the Palm Beach County Community Land Trust (CLT) which is a 501(c)(3) charitable organization to determine if there would be interest in assisting in administering the Town's

Workforce Housing Program LDRs – ZTA

Page 15

Workforce Housing Program and the feedback was positive. The PBC CLT provided a presentation at the second public workshop on January 15, 2015 to give an overview of the benefits of a CLT (see Attachment D- Community Land Trust presentation on 1-15-15). The PBC CLT currently oversees 84 du's (rental and for-sale) with an additional 49 dwelling units that are under development.

Attachments:

- Attachment A – Innovative Housing Institute (IHI) Report
- Attachment B – Sample Workforce housing maximum sales prices and rents
- Attachment C – Law Firm of Applegate Thorne-Thomsen Inclusionary Zoning National Case Law information
- Attachment D – Community Land Trust presentation on 1-15-15
- Attachment E – March 27, 2015 Staff Memo with Responses to Town Council Questions
- Attachment F – Broward County April 2015 non-residential linkage fee Policy Issues Update
- Attachment G – Jack Weir proposed regulations comments with staff responses

V:\PlanningZoning\Staff\WP51\Amendtowncode\Workforce Housing LDRs 2015\05-19-15 TC Meeting\Staff Report 2nd TC (05-19-15) Meeting (PZ 14-240 DMK).doc May 13, 2015

TOWN OF JUPITER

Resolution 2-24, Approving EPW 2024-12, Landscape and Irrigation Maintenance to Arazoza Brothers Corporation in an amount not to exceed \$949,805.82.



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 2-24 for the Award of Contract EPW 2024-12, Landscape and Irrigation Maintenance to Arazoza Brothers Corporation in an amount not to exceed \$949,805.82.

EXECUTIVE SUMMARY

Town staff is providing Resolution 2-24 for consideration by Town Council for approval of Contract EPW 2024-12, Landscape and Irrigation Maintenance with Arazoza Brothers Corporation (Arazoza Brothers) in an amount not to exceed \$949,805.82.

The scope of work for this project consists of but is not limited to turf and irrigation system maintenance items to be completed per defined maintenance cycles. The turf and irrigation system maintenance items include, but are not limited to, mowing, edging, irrigation wet checks, irrigation system repairs, weed control, pest control, fertilization, tree trimming and pruning, mulch application, and litter control, along various roadways throughout the Town of Jupiter.

On February 20, 2024, bids were opened for the subject project. Town staff reviewed all bids and determined that Arazoza Brothers is the lowest, most responsive, and responsible bidder with a total bid amount of \$949,805.82. Town staff contacted references provided by Arazoza Brothers and received positive feedback on the quality of their work and timely completion of their projects.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy. Town staff is providing Resolution 2-24 for consideration by Town Council for approval of the award of Contract EPW 2024-12, Landscape and Irrigation Maintenance to Arazoza Brothers Corporation in an amount not to exceed \$949,805.82.

This is a one year Contract that overlaps two fiscal years. For reference, the start date for the Contract is July 1, so only a portion of the operating budget is shown in the Funding Source section below. Town Staff anticipates encumbering \$176,778.75 in FY 2024, with the remainder to be encumbered on October 1, at the start of FY 2025. Sufficient Funds are available, as shown below under Funding Source, to encumber and fund work through the remainder of FY 2024.

In the event the Town Council approves Resolution 2-24, the Mayor will be authorized to execute the Contract on its behalf. See attached Draft Contract.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution No. 2-24
2. Bid Tabulation
3. Draft Contract

FUNDING SOURCE

X	Approved in Budget	\$180,797.86	Sources: PW Operating
		FY 2024	00132341-546007
	Additional Funding		Sources:
	Requested		

For more information or to request attachments, please contact Catherine Morosco at catherinememo@jupiter.fl.us or 561-741-2766.

RESOLUTION NO. 2-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, FOR THE AWARD OF CONTRACT EPW 2024-12, LANDSCAPE AND IRRIGATION MAINTENANCE TO ARAZOZA BROTHERS CORPORATION IN AN AMOUNT NOT TO EXCEED \$949,805.82 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2024-12, Landscape and Irrigation Maintenance; and

WHEREAS, the scope of work for this project consists of landscape, turf, and irrigation system maintenance items to be completed per defined maintenance cycles, including but not limited to, mowing, edging, irrigation system repairs, irrigation wet checks, weed control, pest control, fertilization, tree trimming and pruning, mulch application, and litter control at various locations throughout the Town of Jupiter; and

WHEREAS, based on the information provided by Town Staff, Town Council has determined the Arazoza Brothers Corporation is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2024-12, in an amount not to exceed \$949,805.82 to Arazoza Brothers; and

WHEREAS, the Town has sufficient funds in its FY 2024 operating budget available for the funding of the Project through the end of the fiscal year, with the remaining balance of the Contract to be budgeted in FY 2025.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Contract with Arazoza Brothers Corporation in an amount not to exceed \$949,805.82.

Section 3. This Resolution shall take effect immediately upon its execution.

Bid Opening Date: Feburary 20, 2024
 Bid Opening Time: 1:30 PM

BID TABULATION
 LANDSCAPE AND IRRIGATION MAINTENANCE
 EPW 2024-12
 TOWN OF JUPITER
 PALM BEACH COUNTY, FLORIDA

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
Arazoza Investments LLC, DBA Arazoza Brothers Maintenance 7027 SW 87th Court Miami, FL 33173	\$949,711.00	\$949,805.82	5% Great Midwest Insurance Company
Lucky Landscaping, LLC 705 Paulina Road Jupiter, FL 33477	\$1,048,617.43	\$1,049,107.76	5% Lexington National Insurance Corporation
Superior Landscaping & Lawn Service, Inc. 2200 NW 23rd Ave Miami, FL 33142	\$3,486,664.00	\$3,486,664.00	5% Great Midwest Insurance Company
Kerner LLC dba Kerner Environmental 783 NW Spruce Ridge Dr. Stuart, FL 34994	\$1,065,922.20	\$1,549,789.60	5% Granite RE, Inc.
DynaServ Florida LLC 990 S Flamingo Road Davie, FL 33325	\$1,298,449.00	\$1,298,505.00	Cashier's Check
Red -denotes calculation errors in bid			

EPW 2024-12

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
ARAZOZA INVESTMENTS LLC
DBA ARAZOZA BROTHERS MAINTENANCE

THIS CONTRACT, made this 19th day of March, 2024 , by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Arazoza Investments LLC DBA Arazoza Brothers Maintenance, 7027 SW 87th Court, Miami, Florida 33173, a Florida Corporation, FEID Number, 651072340 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on (February 20, 2024) for the LANDSCAPE AND IRRIGATION MAINTENANCE, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2024-12 entitled Landscape and Irrigation Maintenance in the Town of Jupiter ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a Landscape and Irrigation Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. ~~CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES~~

- 2.1. ~~Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of three hundred and six five (365) calendar days or three hundred sixty six in a leap year. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.~~
- 2.2. ~~The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.~~
- 2.3. ~~Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, _____, for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.~~
- 2.4. ~~This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.~~

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed **Nine Hundred Forty Nine Thousand, Eight Hundred Five Dollars and Eighty Two Cents** (\$949,805.82).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for Landscape and Irrigation Maintenance EPW 2024-12 consisting of plans prepared by Town of Jupiter Public Works Department dated January 22, 2024.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands,

damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or

otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the

entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are

exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Thomas Hernandez, P.E.,
Director of Engineering and Public Works
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Title

Printed Name

Title

TOWN OF JUPITER

Resolution 4-24, Application of Consumer Price Indexing to the Rate for Irrigation-Quality Water Sold to the Loxahatchee River District.



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution No. 4-24: Application of Consumer Price Indexing to the Rate for Irrigation-Quality Water Sold to the Loxahatchee River District (W2425)

EXECUTIVE SUMMARY

Consideration for approval of an annual index rate adjustment of 3.4% to the Town's current rate for supplying irrigation-quality water to the Loxahatchee River District (LRD), in accordance with the Interlocal Agreement between the Town and the LRD for enhanced intergovernmental coordination with respect to regional water supply for the public's benefit.

Since 2006, the Town has sold irrigation-quality water to the Loxahatchee River District to augment and blend with their reuse system water supplies. Before the nanofiltration (NF) plant was placed into service in 2010 irrigation-quality water consisted of untreated surficial aquifer raw water. Since 2010, the supply has primarily consisted of NF concentrate, a by-product water of the NF membrane process after treatment of surficial aquifer raw water. On average the daily supply of NF concentrate sold to the LRD during 2023 was nearly 2.2 million gallons per day.

Adoption of the original Interlocal Agreement between the Town and the LRD was accomplished by Town Resolution No. 51-06 in 2006 and then subsequently modified by amendment in 2012 by Resolution No. 30-12. Both the original Interlocal Agreement and the First Amendment contain a provision for annual adjustment of the irrigation-quality water rate based on the annual percentage change in the Consumer Price for All Urban Consumers Index (CPI-U), to keep rates current with the cost of service and reduce occurrences of large one-time rate increases. The annual percentage change in the CPI-U for the Year 2023 as reported by the U.S. Bureau of Labor Statistics is published as 3.4%. This adjustment when applied to the Town's irrigation-quality water rate results in an increase of \$0.0112 per 1,000 gallons. The approximate rate impact to the LRD for Year 2024 would be as follows, assuming no change in average daily supply.

2023, Current Rate:	\$0.3289/1,000 gallons
2024, Proposed Rate:	\$0.3401/1,000 gallons
2023, Average Daily Supply:	2,176 kgpd

2023, Estimated Annual Revenue:	$\$0.3289/1,000 \text{ gal} \times 2,176 \text{ kgpd} \times 365 \text{ days} = \$261,226$
2024, Estimated Annual Revenue:	$\$0.3401/1,000 \text{ gal} \times 2,176 \text{ kgpd} \times 365 \text{ days} = \$270,121$

The net increase in annual revenue as a result of the proposed rate indexing for NF Concentrate is estimated to be \$8,895. The proposed rate adjustment, which is consistent with the Interlocal Agreement has been conveyed to LRD staff and they support the rate adjustment as being in compliance with the Agreement.

ANALYSIS

Consistent with the rate maintenance provisions included in the Interlocal Agreement and the First Amendment to the Interlocal Agreement accepted by LRD and adopted by Town Council through Resolution Nos. 51-06 and 30-12, application of the CPI-U index to the current irrigation-quality water rates provides a new rate of \$0.3401/1,000 gallons. The provision for annual rate adjustment is intended to keep rates current with the cost of service and reduce the occurrences of large one-time rate increases.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution No. 04-24
2. January 12, 2024 US BLS News Release Consumer Price Index for All Urban Consumers, 2023 Annual Percentage Increase

FUNDING SOURCE

	Approved in Budget	\$ N/A	Sources:
	Additional Funding Requested	\$ N/A	Sources:

*Funding is not necessary for this request

For more information or to request attachments, please contact Jennifer Mondone at jenniferm@jupiter.fl.us and/or 561-741-2469.

Attachment 1

RESOLUTION NO. 04-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN ADJUSTMENT OF IRRIGATION-QUALITY WATER RATES IN ACCORDANCE WITH THE U.S. BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS.

WHEREAS, the Town Council of the Town of Jupiter has created and manages a municipal utility system; and

WHEREAS, Town of Jupiter entered into an Interlocal Agreement with the Loxahatchee River District for enhanced intergovernmental coordination with respect to regional water supply for the public's benefit through adoption of Town of Jupiter Resolution Nos. 51-06 and 30-12, the Interlocal Agreement and First Amendment to the Interlocal Agreement; and

WHEREAS, the referenced Resolutions provide for an annual adjustment to the irrigation-quality water rate based on the annual percentage change in the Consumer Price Index (CPI); and

WHEREAS, the United States Bureau of Labor Statistics has promulgated the Consumer Price Index-All Urban Consumer (CPI-U) to off-set inflationary impacts and to assist in keeping water and sewer rates current with costs of service;

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

Section 1. The United States Bureau of Labor Statistics has published the 2023 annual percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) as 3.4%. When applied to the Town's current monthly irrigation-quality water rate of \$0.3289 per 1,000 gallons, this indexing results in an increase of \$0.0112 per 1,000

gallons and an adjusted new rate of \$0.3401 per 1,000 gallons. The Town Council hereby ratifies and adopts the 3.4% price index increase for irrigation-quality water to their rates in accordance with the U.S. Bureau of Labor Statistics Consumer Price Index.

Section 2. The Consumer Price Index increase shall be levied as part of the next available billing cycle subsequent to the adoption of this Resolution.

Section 3. This Resolution shall take effect immediately upon its execution.

3/19/2024

Databases, Tables & Calculators by Subject

 [Special Notices](#) 12/05/2023

Change Output Options:

From: 2023

To: 2023

GO

include graphs

include annual averages

[More Formatting Options](#)

Data extracted on: January 12, 2024 (10:12:10 AM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Dec
2023	306.746

12-Month Percent Change

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Dec
2023	3.4

TOWN OF JUPITER

Resolution 14-24, Approving contract award to Florida Armature Works, Inc., Mader Electric, Inc. and Tripp Electric Motors, Inc. for Pump and Electric Motors Repairs for the Water and Stormwater Utilities.



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution No. 14-24: Contract Award to Florida Armature Works, Inc., Mader Electric, Inc. and Tripp Electric Motors, Inc. for Pump and Electric Motors Repairs (Contracts W2414A, W2414B, and W2414C respectively)

EXECUTIVE SUMMARY

Resolution 14-24 provides for award of three individual and separate contracts for repair of pumps and electric motors for the Town's Water and Stormwater Utilities with Florida Armature Works, Inc. (W2414A), Mader Electric, Inc. (W2414B), and Tripp Electric Motors, Inc. (W2414C) for an initial contract term of two years with an estimated value of \$420,000, and with provisions for three subsequent and consecutive one-year term renewals with estimated values of \$300,000 each term.

The Town's Water and Stormwater Utilities owns and operate various types of pumps including but not limited to vertical turbine, split case centrifugal, submersible, axial flow, horizontal end suction, fans, blowers, and electric motors that require troubleshooting, evaluation, repair, and testing on an as needed basis to restore equipment to service in a timely manner. The Town is unable to perform these services in-house due to the specialized equipment and skill required. For the past five years, the Town has contracted these services out to two pump and motor repair service providers and those contracts will expire on April 10, 2024.

On December 17, 2023 pursuant to the Town's Purchasing Policy, a Request for Qualifications (RFQ) was advertised soliciting proposals from qualified service providers for pump and electric motor repairs. Criteria upon which the proposals would be evaluated was included in the RFQ documents, and included the firm's qualifications, relevant experience, approach to responsiveness, communication, quality control, location and ability to provide responsive service, demonstration of fair and competitive pricing, and organization and completeness of the proposal, as shown in the table below. The RFQ allowed for the Town to consider up to three firms for contract negotiations and award.

CRITERION	POSSIBLE POINTS
Letter of Transmittal and Qualifications of Proposer and Subcontractors	20
References from current and previous contracts of comparable size and scope of work	20
Shop Locations and ability to meet equipment pick up requirements	15
Approach to Responsiveness, Communication, and Quality Assurance/Quality Control Practices	15
Demonstration of Competitive and Fair Pricing	20
Organization and Completeness of Proposal	10
Total Maximum Points	100

On January 24, 2024 six proposals were received and opened publicly in response to the RFQ. The proposals were distributed to the approved Selection Committee, in accordance with the Town's Purchasing Policy. Selection Committee members individually reviewed and scored each proposal according to the criteria outlined in the RFQ. The Selection Committee met in a public meeting on January 31, 2024 to discuss individual scores and rank the six proposals. Minutes from the Selection Committee meeting are included as an Attachment. A summary of the Selection Committee's total score and rank for each of the six proposals is provided in the table below.

	Tripp Electric Motors, Inc.	Florida Armature Works, Inc.	Mader Electric, Inc.	Padgett Swann Machinery	Southeast Pump Specialist, Inc.	Sullivan Electric & Pump, Inc.
Total	369	354	320	285	263	237
Ranking	1	2	3	4	5	6

Based on the Selection Committee's rankings, the three pump and motor repair service providers selected for contract negotiations and consideration for contract award are Tripp Electric Motors of Belle Glade, Florida Armature Works of Kissimmee, and Mader Electric Motors of Bradenton. All three firms have reviewed the proposed contracts and agree to the terms as indicated by their signatures on each of the three Agreements included as Attachments with this summary.

The proposed contracts each consist of an initial term of two consecutive years, with provisions for three individual and consecutive one year term renewals, for up to a total possible contract duration of five years. Contract unit prices will remain firm for the initial two-year contract term. Price adjustments for each one-year contract renewal will be considered based upon the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) or 5%. Work to be performed under these contracts is subject to fiscal year appropriation by the Town Council and there is no minimum amount of work expressed or guaranteed to be performed under these contracts. Renewals will be in writing by change order to the contracts and are subject to the same terms and conditions as set forth in the contracts.

Funding for these contracts is provided for through the Water and Stormwater Enterprise Fund fiscal year operating budgets, FY24 funds are appropriated and funds for FY25 thru FY27 will be budgeted in future fiscal year operating budgets as represented on the anticipated funding table below.

Anticipated Funding for Repair of Pump and Electrical Motor Contracts (W2414)

Contract Term	Contract Term Not to Exceed Value	Fiscal Year (FY)	FY Budgets	Funding Source
Initial, 2 yrs	\$ 420,000	FY24	\$ 270,000	WTP & SW Operating Budget
		FY25	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 420,000	
1st Renewal, 1 yr	\$ 300,000	FY25	\$ 150,000	WTP & SW Operating Budget
		FY26	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 300,000	
2nd Renewal, 1 yr	\$ 300,000	FY25	\$ 150,000	WTP & SW Operating Budget
		FY26	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 300,000	
3rd Renewal, 1 yr	\$ 300,000	FY26	\$ 150,000	WTP & SW Operating Budget
		FY27	\$ 150,000	WTP & SW Operating Budget
		Total	\$ 300,000	
Total 5 yrs	\$ 1,320,000		\$ 1,320,000	

Expenditures for pump and electric motor repairs made under the two current contracts that will expire in April 2024 are as follows.

\$622,000	Initial two-year Contract term
\$200,000	1 st two-year Contract renewal
\$ 79,300	Final one-year Contract renewal
\$901,300	Total five-year Contract term

Provided that the proposed contracts with Florida Armature Works, Inc. (W2414A), Mader Electric, Inc. (W2414B), and Tripp Electric Motors, Inc. (W2414C) are approved at the March 19, 2024 Town Council meeting, it is anticipated that the new contracts will be in place by April 11, 2024, when the current Contracts expire.

ANALYSIS

The Selection Committee's review of proposals received on January 24, 2024 in response to the Town's public solicitation for Requests for Qualifications (RFQ) to repair of pumps and electric motors for the Water and Stormwater Utilities resulted in selection of Florida Armature Works, Mader Electric Motors, and Tripp Electric Motors as the most qualified and responsive firms. Award of pump and motor repair services contracts to Florida Armature Works, Mader Electric Motors, and Tripp Electric Motors for an initial two-year term with an estimated value of \$420,000 is appropriate. Consideration of up to three subsequent and individual one-year term contract renewals for an estimated value of \$300,000 will be based on performance and responsiveness of the vendors during the initial contract term. Contract unit pricing for the initial two-year term will be fixed, while unit price increases for subsequent contract renewals will be considered based on the lesser of the CPI-U or 5%.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 14-24
2. W2414 Selection Committee Meeting Minutes
3. Florida Armature Works, Inc's Proposal
4. Mader Electric, Inc's Proposal
5. Tripp Electric Motors, Inc's Proposal
6. W2414A Agreement (Contract) between the Town and Florida Armature Works, Inc.
7. W2414B Agreement (Contract) between the Town and Mader Electric, Inc.
8. W2414C Agreement (Contract) between the Town and Tripp Electric Motors, Inc.

FUNDING SOURCE

X	Approved in Budget	\$220,000.00	Sources: FY24 Water Plant Operating Budget (Acct. 40050133-546000)
		\$ 50,000.00	FY24 Stormwater Operating Budget (Acct. 41050238-546000)
		\$270,000.00	Total FY24
	Estimated Additional Funding	N/A	Sources:

* Refer to Schedule of Proposed Funding table included in the Executive Summary for additional information on funding sources for future fiscal years.

For more information or to request attachments, please contact Jennifer Mondone at jenniferm@jupiter.fl.us and/or 561-741-2469.

Attachment 1

RESOLUTION NO. 14-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THREE INDIVIDUAL CONTRACTS FOR REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414) FOR THE WATER AND STORMWATER UTILITIES WITH FLORIDA ARMATURE WORKS, INC., MADER ELECTRIC, INC., AND TRIPP ELECTRIC MOTORS, INC.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town issued a public solicitation requesting proposals for qualifications (RFQ) from service providers for inspection, repair, and testing services for pumps and electric motors for the Town's Water and Stormwater Utilities; and

WHEREAS, pursuant to the process established by the RFQ, Florida Armature Works, Inc., Mader Electric, Inc., and Tripp Electric Motors, Inc. were evaluated by the Town's RFQ Selection Committee to be the most qualified, responsive, and appropriate firms to provide the inspection, repair, and testing services to the Town under contracts for repair of pumps and electric motors; and

WHEREAS, the Town has negotiated three individual and separate contracts for repairs of pump and electric motors with each Florida Armature Works, Inc., Mader Electric, Inc., and Tripp Electric Motors, Inc.; and

WHEREAS, the Water and Stormwater Utilities routinely budgets funds for pump and electric motor repairs in their fiscal year operating budgets and sufficient funds are

appropriated in the current fiscal year (FY) Water Plant and Stormwater Operating Budgets to fund expenditures anticipated for FY2024. Funding for subsequent fiscal years will be budgeted accordingly.

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

Section 1. The contracts between the Town of Jupiter and Florida Armature Works, Inc., Mader Electric, Inc., and Tripp Electric Motors, Inc. are hereby accepted and the Mayor is authorized and requested to execute the contracts on behalf of the Town.

Section 2. This Resolution shall take effect immediately upon its execution.

03/19/2024

Attachment 2

TOWN OF JUPITER UTILITIES

REQUEST FOR QUALIFICATIONS REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)

SELECTION COMMITTEE PUBLIC MEETING MINUTES JANUARY 31, 2024 1:00 PM

LOCATION:

Utilities Administration Conference Room
Water Treatment Facility
17403 Central Blvd, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Amanda Z. Barnes, P.E., Director of Utilities
Chris McKenzie, Utility Systems Manager (Selection Committee Chair)
Rodney Carroll, Utility Services Manager
Lawrence Tress, Utility Electrical & Controls Supervisor

OTHER ATTENDEES:

See attendee sign-in sheet

DISCUSSION

- I. The Selection Committee Meeting convened at 1:00 pm.
- II. The Committee Chair introduced the committee.
- III. The Chair stated that selection committee members were instructed to use the criteria noted in the Request for Qualifications (RFQ W2414) to rank the proposals.
- IV. The committee discussed their scoring.
- V. The Chair asked if all scoring is completed and asked the committee members sign their score sheets.
- VI. The Chair collected all committee members' scoring sheets.
- VII. The Chair recorded each committee member's scoring on a single summary sheet containing the list of the professional organizations that submitted proposals to rank the firms based on their overall scores.
- VIII. Another Selection Committee member, Rodney Carroll, checked the addition of the rankings.

- IX. Once the Selection Committee member's rankings are summed up, the lowest combined ranking would be deemed the most qualified professional organization to provide repair of electric pumps and motors to the Town of Jupiter.
- X. The top 3 organizations will then be announced and negotiation of the contracts with each will commence.
- XI. The Selection Committee Meeting adjourned at 1:27 pm.

cc: W2414 Meeting Minutes File
Meeting Attendees, Brittany George, Jennifer Mondone

TOWN OF JUPITER UTILITIES
REQUEST FOR QUALIFICATIONS
REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)
SELECTION COMMITTEE PUBLIC MEETING SIGN-IN SHEET
JANUARY 31, 2024 1:00 PM

	Name	Agency	Phone Number	Email Address
1	Amanda Z. Barnes	Town of Jupiter	561-741-2537	amandab@jupiter.fl.us <i>AB</i>
2	Chris McKenzie	Town of Jupiter	561-741-2605	chrism@jupiter.fl.us <i>CM</i>
3	Rodney Carroll	Town of Jupiter	561-748-2713	rodneyc@jupiter.fl.us <i>RC</i>
4	Larry Tress	Town of Jupiter	561-262-6802	lawrencet@jupiter.fl.us <i>LT</i>
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**REQUEST FOR QUALIFICATIONS
REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)
Shortlist of Top Three Proposals**

Firm

Florida Armature Works, Inc.
Mader Electric, Inc.
Tripp Electric Motors, Inc.

2460 Smith Street
Kissimmee, FL 34744



Phone: (407) 846-1745
Fax: (407) 846-6129

Letter of Transmittal

January 24th, 2024

Town Clerk,
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Subject: REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)

To Whom It May Concern:

We are writing you with the proposal titled "REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)." The purpose of writing this proposal is to inform the Town of Jupiter of our qualifications as a firm and its employees, experience in working with municipalities like yourselves, and the expectations you will receive if you decide to work with Florida Armature Works, Inc. This Proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ. In addition, this proposal is effective for a period of not less than 90 days from the date of receipt.

All decision makers, including myself, have reviewed the proposal and understand what's expected from the awarded bidder. Along with reviewing the proposal we have put together our best effort in gathering all the documentation needed to submit the proposal. We hope you will take our proposal into consideration, especially as the previous Contract holder to the Town of Jupiter Utilities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Herman Garcia", is written over a faint, light blue circular stamp or watermark.

Herman Garcia
Vice President

3.2 - A Qualifications of Firm:

Florida Armature Works, Inc. is a family owned and operated electric motor and pump repair center located in Kissimmee, FL. Since being established in 1993, we have committed ourselves to our customers by providing quality workmanship and efficient customer service. Our highly skilled technicians have over 100 years of combined experience in the electrical apparatus repair industry. In the past 25 years we have grown from a two man shop repairing pool motors and smaller industrial motors, to 15 full time employees with the capability of working on Motors as large as 800 Horse power. We previously held a contract that serviced over 430 lift stations as well as 10 combined Waste Water Treatment Plants and Water Treatment Plants. Currently, we hold five contracts with various municipalities, from locations far south as Jupiter, FL to far west as Pinellas County, FL.

Since the beginning, Florida Armature Works has worked on vast machinery that pumps water or generates power. From Floway turbine pumps, to Flygt submersible pumps, to U.S. Motor or Leeson, we have never shied away from a project that was within our capability. Over the years we have seen an increase in the repairs for submersible pumps, which we would say is our expertise. By having an onsite machine shop this allows us to either repair damaged parts or machine a brand new part to the manufactures specifications. Being able to work on these items in-house, has allowed us to pass the savings onto our customers through lower repair costs. Florida Armature Works does have access to majority of the OEM parts, but we leave it to the discretion of the customer if they want to spend the extra money which can lead to a longer lead time due to availability.

Being a member of EASA (Electrical Apparatus Service Association) allows us to use EASA's many resources such as, direct technical consulting/support, the industry repair standard, education, technical resources, software, management and sales training, industry research, networking and more. This has allowed us to elevate our performance and success. Listed below are the current brands that we work with on a consistent basis:

<u>Submersible Pumps</u>	<u>Electric Motors</u>	<u>Turbines/Split Case</u>
Flygt	U.S. Motor	Floway Weir
ABS	Leeson	Byron Jackson
Hydro-matic	Baldor	Aurora
EMU	Teco Westinghouse	Deming
Barnes	Marathon	Flotronex
KSB	A.O. Smith	Goulds
Meyers	G.E.	Cornell

**** Questionnaire Attached**

***** No Subcontractors will be used**

****** No current or past litigations**

******* Certificate of Insurance Attached**

3.2 - A Qualifications of Core Team:

Being in the Industry for over 40 years, the owner of Florida Armature Works was able to work with many experienced mechanics, winders and machinists. Through those years he developed a camaraderie with these employees which allowed Florida Armature Works to hire them as the company grew. With his ability to teach others, the owner was able hire other service type mechanics and teach them the trait of Electric motor Repair. Below are our key employees who will be handling the services of The City of Jupiter, resumes are attached.

German Garcia – Owner

Not only is he the owner, but with his 45 years of experience, he is able to teach new employees the steps in the electric motor repair process, he is able to fill in the gap when other core team members are absent, and he is able to delegate tasks to the appropriate team members to complete. Through his 45 year career, he has learned the techniques and teachings of a machinist, he has worked for a large manufacturers (Magnetek) rewinding motors, and he has managed a crew of 8 employees at a previous motor shop. With this experience, he decided to venture out on his own in 1993 and to this day has grown a two man shop, to 11 full time employees.

Justin Sansoucy – Mechanic / Field operator

Justin started off as an assembly line mechanic assembling Electric Motors in Houston, TX. When he relocated back to FL, he worked around the corner from our shop repairing John Deer Machinery. He came on board in August of 2017 in which he mentored under the owner for a year. In that time, he picked up the dismantling and assembling of Submersible pumps and high service pumps. In the recent years, he has gained experience through service calls in which he would pull motors with our boom truck as well as laser align them back when installing. His main focus Submersible Pumps and High Service Pumps.

Darrell Lunnon – Shop Foreman / Mechanic

Darrell came to us from a competing motor shop in 2014. In the course of his previous employment, he met our owner and created a good camaraderie in which they always kept in touch. His daily duties consist of quality control, assigning jobs to mechanics, helping with work overflow as well as handling all the paperwork needed for repairs. His experience is one that is on par with the owners, ranging from 4000 Horse power motors to magnetic drive Motors.

Alvid Guzman – Winder

Alvid has been with Florida Armature works for a combined 18 plus years. He started with the company in 1998 but left for 2 years from 2002-2004 in which he returned back to his home. His specialty lies in the rewinding process of electric motor repair. From recording electric data through winding coils, to hot spot testing stators for any deficiencies. He was first taught how to rewind motors through a family business located in San Juan Puerto Rico. Alvid is a very dependable employee who has helped our company succeed during the hurricane seasons.

Seegobind Persaud – Machinist

Seegobind has been a machinist for 25 plus years, starting with an electric motor shop machining new shafts to press into rotors. He received an opportunity to work for a competing Electric Motor Repair in Orlando where he continued to fine tune his trade as a machinist. He specializes in measuring, examining, and testing completed units in order to detect defects and ensure conformance to specifications, using precision instruments such as micrometers. When the company decided to close its doors to the repair business, we were able to hire him as he was very familiar with the line of a machinist in an electric motor shop.

3.2 – B References:

Throughout the course of its existence, Florida Armature Works has seen its growth come from the quality of work that it produces to its current customer base and the recommendations these customers have given. Here is a list of references of current and past customers that can attest to the quality of work that is produced in a timely manner, these are other references separate from the ones on the form:

Daniel Burdett
DBurdett@cityofpsl.com
City of Port St. Lucie
1001 SE Prineville St.
Port St. Lucie, FL 34983
772-873-6474

Larry Cooper
Hernando County Utilities
LCooper@co.hernando.fl.us
15400 Wiscon Rd.
Brooksville, Fl. 34601
352-754-4773

Kevin Gibson
kgibson@IRCgov.com
Indian River County
3550 49th St.
Vero Beach, FL 32968
772.770.5244

Brian Liotta (Previously with City of St. Cloud)
Bliotta@tohowater.com
5701 Michigan Ave
St. Cloud, FL 34769
P: 407-957-7124

Luis Garcia
garcial@cityofnewportrichey.org
New Port Richie Public Works
4730 Main Street
New Port Richey, Florida 34652
(727) 841-0936

3.2 – C - Proximity to Jupiter, FL:

Florida Armature Works is located in Kissimmee, FL. We are 3 miles from Florida's Turnpike which allows us to pick up and deliver north or south fairly quickly and connects us to multiple highways in which we can head east or west. We are approximately 139 miles north of the City of Jupiter. All team members report to our location where all of our repairs are completed. Scheduled pick up and deliveries days are Monday, Wednesday and Fridays which allow us to meet the requirement requested by the RFQ.

3.2 – D - Proposer's Approach to Responsiveness:

Florida Armature Works prides itself in three things; quality workmanship, completion in a timely manner and affordable repair cost. Our process is very simple, once we have received a job for repair, we assign it to one of our team members in which they dismantle the project. From there, our shop foreman and the mechanic will go over what items needed to be repaired and/or replaced. From this inspection, we can give an accurate number of hours on how long it will take to repair the job and what parts need to be replaced. Once the job is quoted, typically within 48 hours of being received, we await on the customer for the Purchase Order for approval. If the customer decides to repair the job, we then will work on completing the item for return, typically 7-10 business days. This is subject to parts being available but we do keep inventory of common used bearings, seals, cable and misc. parts. Please note, once a job is quoted after inspection there is a zero chance for a price increase unless it has exceeded the 60 day quote window from our distributors.

Quality Assurance:

Florida Armature Works, Inc. provides Industrial Motor Services and Submersible Pump repairs for a customer base that ranges from Municipalities to private industries such as Golf Courses, Food Processing and Hospitality. German Garcia, Founder of Florida Armature Works, has always prided himself with quality workmanship, affordable repair cost and completion in a timely manner. In doing so, he developed a process that is practiced by all employees to ensure a smooth repair in a timely manner.

The FAW Process:

- a. Testing and Inspection
- b. Disassembly
- c. Stator Testing
- d. Rewind Process
- e. Varnish Process
- f. Mechanical Fittings
- g. Quoting
- h. Dynamic Balancing
- i. Assembly
- j. Testing

Testing and Inspections:

Inspection is a critical portion of the job and defines the entire scope of work. Motors are disassembled, cleaned and exposed to several test and measurements. Motors are visually inspected and photos are taken of the exterior. A failure assessment is conducted and suggested causes are noted with possible photos of the cause of failure. Electrical testing begins after a physical assessment of condition for suitability to test run. Windings are tested to ensure that there are no grounds, short

circuits open circuits incorrect connections or high resistance connections.

Disassembly:

Motors are assigned to a mechanic in which they are provided our "repair forms" with all the motor name plate information. During the dismantling process, the mechanic notes all results from the dismantling process which includes:

1. Physical assessment
2. Test run (if possible)
3. Disassemble
4. Stator Testing
5. Mechanical Fittings inspection (machine work)
6. Parts required
7. Turn In Paperwork

All Job Forms are then reviewed by the shop foreman and discussed with the account manager in which he or she will work on pricing

Stator Testing:

There are four different types of tests we perform throughout the process of our inspecting and repair process in no specific order:

1. The Hipot Test for Dielectric Strength: Determining Efficacy of Cable Insulation
2. The Surge Test: Isolating Shorts and Detecting Burnout
3. The Megger Test: Evaluating Critical Insulation Performance
4. The Core Loss Test: Ensuring Quality and Reliability

The Megger tester applies a high voltage to a system for a prescribed length of time, measuring the leakage current through the insulation. This measurement is expressed as resistance and, when tested periodically, can be used to graph and evaluate the condition of a motor's overall insulation over time. With the Hipot test, we are trying detect for weaknesses and potential for failure within cable or wire insulation by Using either AC or DC voltage, the hipot test involves applying current between electrical circuits and the frame. Once the stator is ready, we perform a Core Loss Test which can indicate the difference between a motor's input and output power, and these statistics can then be charted against acceptable levels and industry standards. While some loss is normal, a significant loss can reveal repairable problems before they become serious. Once the stator is rewound, we then Surge Test the stator which serves as a way to identify a shorted conductor turn (on the same phase) and can occur during coil manufacturing, the winding, process or applied as condition assessment to an operating motor.

Rewind Process:

All motors are rewound with inverter duty wire to help perform at the highest efficiency as possible. Florida Armature Works Uses Class H insulation which is one of the highest standards compared to the normal Class F insulation coming from the manufacturer. A controlled burn out method is used to weaken the insulation and windings in which the windings are later cut and pulled. Florida Armature Works uses the EASA Process when rewinding, in which you can find a more detailed process.

(<https://easa.com/resources/software/how-to-wind-three-phase-stators>)

1. Taking Data
2. Core Testing
3. Coil Cutoff
4. Burnout Procedures

- 
5. Winding Stripping Procedures
 6. Core Preparation
 7. Coil Making
 8. Winding Insulation and Coil Insertion
 9. Internal Connections
 10. Lacing and Bracing of Windings
 11. Inspection of Untreated Windings
 12. Testing Untreated and Treated Windings
 13. Winding Treatment

Motor Varnish Process:

The varnishing method used in the repair process is important for efficiency and for the application of the electric motor or pump. Varnishing the windings of an electric motor or pump stator functions to insulate the windings from contaminants, to make the windings rigid and tight, and to dissipate heat. All windings varnished by Florida Armature Works carry a Class H insulation rating, resulting in optimal efficiency.

Florida Armature Works uses Permafil 74043 varnish which is one of the highest bond strength varnishes used in the standard dip and bake process. Florida Armature Works does not use the Vacuum Impregnation System as the majority of motors repaired by Florida Armature Works are low voltage motors and are random/mush wound in which the two dip and bake process with our varnish exceeds EASA standards.

- 
1. Heat windings by baking
 2. Dip windings
 3. Bake windings
 4. 2nd dip
 5. Bake winding

Mechanical Inspection:

The inspection for all parts wear and damage before and after cleaning is conducted as well as examining the Insulation for evidence of degradation or damage, such as:

1. Puffiness, cracking, separation or discoloration
2. Contamination of coil and connection surfaces
3. Abrasion or other mechanical stresses
4. Loose wedges, fillers, ties, and bandings

Bearing seats, passage and shafts are inspected with calibrated micrometers and bore gauges. All fits are measured at up to nine point's standard, depending on housing depth or journal width. Shafts are checked for wear, cracks, scoring and straightness. Shaft extension dimensions are checked to standard dimensions. Bearing housing and shaft bearing fits are measured and compared to design specifications referencing OEM specifications if available or customer specifications if provided.

Quoting:

Once the process of inspection is completed, a designated officer will meet with the shop foreman to go over the paper work to discuss the following:

- 
1. Repairs needed
 2. Time needed for repairs
 3. Defected parts for replacement
 4. Mechanical fittings (machine work)
 5. Time needed for Machine work (pictures)

6. Total hours needed for completion

7. Estimated completion date

These steps help with a more accurate quote as once the quote is emailed, prices typically do not change. Repairs are started once we receive a purchase order to complete the repairs.

Dynamic Balancing:

Rotor Balancing is a type of analysis that compares the vibration profile with the rotation of a mechanical element to characterize inconsistent weight distribution around the diameter while calculating the amount and position of the weight necessary to offset the net imbalance. The balancing procedure consists of four steps. The first is to acquire a baseline vibration level. This characterizes the magnitude and direction of the vibration as the system is currently configured. Next, a known weight is added to a known location along the edge of the rotor. The rotor is spun again and a new reading is taken. Readings are taken to calculate the influence coefficients and the weight required to offset the balance in the baseline reading. The known weight will be removed, and the correction weight will be added to the motor. A final spin-up of the rotor verifies that the vibration has decreased. The process can be repeated to further reduce the imbalance and vibration

Assembly:

Once we receive an approval and all the required parts for repair are gathered, we then begin the process for assembly:

1. Review of all Materials
2. Thorough inspection of parts (extra cleaning if needed)
3. Stator testing
4. Dynamic balancing
5. Bearing assembly
6. Rotor assembly
7. Motor test (run at 460 voltage)
8. Paint

Once assembled, the motor is run tested. This ensures that there aren't any noises or clicks, the motor is drawing proper amperage, the motor isn't overheating, and the motor isn't vibrating.

Testing:

Once the motor is assembled and complete, they are run at the required voltage to get an accurate amperage reading. Typically motors are run for several minutes to determine if there are any hot spots, mechanical noises, and vibration. We do not have the capacity to run at 4160 but do have a trusted contractor that helps with larger motors that exceed our capacity.

3.2 – E - Demonstration of Proposer's Fair Pricing Policy:

Attached. Prices can be negotiated and agreed upon.

Hourly Shop Rate
Machine Shop Rate

Service Call Rate
Service Call Rate (two techs)

Service Call Rate with Boom
Service Call Rate with Boom (two techs)

3.2 – F - Completeness of Proposal:

(Attached you will find a letter of appreciation) – Writer has since retired, but we still continue to do business with the City of St. Cloud.

(Attached Questionnaire)

(Attached References Form)

Proposer does not use subcontractors to complete repairs

(Attached insurance and business license)

(Attached sample quote)

(Organizational Chart)

Part V – Proposal Form

Proposer Company Name: Florida Armature Works, Inc.

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR THE
CONTINUING SERVICES CONTRACT FOR THE
REPAIR OF PUMPS AND ELECTRIC MOTORS (W2214)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Proposer does declare that no person or persons other than the Proposer herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined this Request for Qualifications and is thoroughly familiar with its provisions and with the quality, type and Scope of Services called for in the Statement of Work and the general scope of services as follows:

The Town of Jupiter, Florida is requesting proposals from pump and motor repair firms with qualified staff to provide professional repair services on a continuing basis for the Town of Jupiter's Utilities System. Services performed under this Contract will relate to the maintenance, repair, troubleshooting, and installation of water pumps and electric motors. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, provide pump curves and detailed shop reports and recommendations on all work performed, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services. The Proposers shall have extensive experience with the following:

- Repair, troubleshoot, test and install axial flow, split case centrifugal and staged vertical turbine pumps with a flow capacity of 2000 to 6000 gallons per minute.*
- Repair, troubleshoot, test and install three-phase, 480-volt, fan cooled and totally enclose fan cooled electric motors with a horsepower of 50 to 350.*

This contract for services may be issued for an initial contract period of two (2) years, with the option to renew annually, by mutual agreement for three (3) additional one (1) year terms up to a cumulative total of five (5) years.

Part VI – Proposer's Questionnaire

**PROPOSER'S QUESTIONNAIRE
REPAIR OF PUMPS AND ELECTRIC MOTORS
(W2414)**

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 24th day of January, 2024.

Florida Armature Works, Inc.

Name of Organization/Proposer

Submitted by: Herman Garcia / Vice President

Name and Title

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)
2. If a Corporation, answer the following:

When incorporated August of 1994

In what State Florida

Name of Officers:

President German Garcia

Vice President Leslie M. Barnett and Herman A. Garcia

Secretary _____

Treasurer _____

Part VI – Proposer's Questionnaire (continued)

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

4. Firm's name and main office address, telephone, fax number, and e-mail address, or primary contact person for this Proposal:

Herman Garcia / Vice President

2460 Smith St. Kissimmee, FL 34744

407.846.1745 Hermanagarcia31@gmail.com

5. Firm's previous names (if any)

What year(s)

6. How many years has your organization been in business? 30

7. Describe organization profile, including the size, range of activities, licenses, etc.

See A.1 Qualifications of firm

(Attach additional pages if necessary)

Part VI – Proposer's Questionnaire (continued)

8. Number of full-time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers/Supervisors	2	2	1
c. Field Technicians	1	2	1
d. Shop Staff	10	10	7
e. Other Staff	2	2	2
f. Total number of fulltime personnel	15	16	11

9. What is the experience of the key personnel, of your organization who will be assigned to work under this contract?

Name & Title	Years of Electric Motor Repair Experience	Years of Experience Spent performing repairs of industrial pumps and motors	In What Capacity
German Garcia	45	45	up to 2000 HP
Darrell Lunnon	30	30	up to 2000 HP
Justyne Sansoucy	10	10	Up to 500 HP

10. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed
Toho Water Authority	equivalent to City of Jupiter, larger scale (8yrs)
New Smyrna Beach Utilities	equivalent to City of Jupiter Contract
City of Ocala	equivalent to City of Jupiter Contract
Indian River Utilities	equivalent to City of Jupiter, larger scale
City of Ormond Beach	equivalent to City of Jupiter Contract

Part VI – Proposer’s Questionnaire (continued)

11. Provide an organizational chart identifying the role and description of key personnel proposed. (Attach org chart).

12. State your firm’s commitment to perform in a timely fashion:
in the recent years we have had time constraints with OEM parts being delivered in a timely manner, but as a
company we anticipate these time constraints and have everything on a schedule as to when they arrive and
are ready to be assembled, so once the parts arrive, they are next to be put together and shipped.

13. List current and past contracts and customers/clients for similar pump and motor repair contracts held with the Respondent to this RFQ.

Contract Name, Value, and Year	Customer/Client Name	Phone No.	Email Address and Physical Address
REPAIR SERVICES FOR PUMPS MOTORS, AND OTHER EQUIPMENT RFP-20-123 (10/2020) 500K value	Toho Water Authority	(407) 483-3856	1628 S. John Young Parkway Kissimmee, FL 34741 dyepez@tohowater.com
REQUEST FOR PROPOSAL #22-22 PUMP AND MOTOR REPAIR (11/2022) 100K Value	New Smyrna Beach Utilities	386-424-3043	rkampf@nsbufl.com
IFB-RH-20-130 AS NEEDED PUMPS OVERHAUL ended 8/1/2023 200K Value	Pasco County Utilities	(813) 235-6196 ext 6896	19420 Central Blvd. Land O Lakes, FL 34637 Email: makus@pascocountyfl.net
UTILITIES MOTOR AND PUMP REPAIR SERVICES RFP NUMBER: 2020-13 11/2020 100K Value	City of Ormond Beach	(386) 676-3223	22 South Beach Street Ormond Beach, Florida 32174

14. Submit the current and projected workloads of identified key personal to be assigned to this contract.

Name	Current and Projected Workloads
all employees work with each job because if we designate a specific employee to work	
on a specific contract, that can	add time to when jobs are broken down, repaired and
completed as they have other jobs	they may be working one.
	3.2 – D - Proposer's Approach to Responsiveness

Part VI – Proposer's Questionnaire (continued)

15. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

We have found that buying in bulk, if necessary, has helped reduce costs per item. This only applies to items that we use on a regular basis

such as connection plugs, wire wheels, Misc. Hardware, Power Cable, etc.

16. Describe your billing process. How is time tracked and billed? How are budgets tracked? How will estimate overruns to the Town be avoided? How and when will the Town be notified of potential estimate overruns?

The 30 day payment terms start the day the item is delivered. The Invoice is sent to accounts payable either via mail or email.

If past due, another reminder will be sent. FAW tries to avoid overruns as much as possible but there are times when assembling

We notice an item needed to be replaced, we are starting to quote the items new instead of repairing or giving the customer the option.

17. Has the proposer or any principals of the applicant organization refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No.

18. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No (x)

If yes, please explain:

Part VI – Proposer’s Questionnaire (continued)

19. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

N/A

20. List any judgments from lawsuits in the last five (5) years:

N/A

21. List any criminal violations and/or convictions of the proposer and/or any of its principals:

N/A

22. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm’s capabilities:

Florida Armature Works, Inc. has had customers for over the years, and some typically try to avoid going out of bid for an RFP or RFQ, so when they see we have an available contract, they jump to piggy back to avoid in having to deal with other motor Shops.

Examples: City of Ocala, Brevard County Utilities, and City of Port St. Lucie

23. Proposer must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

(End of Proposer’s Questionnaire)

The undersigned further declares that he/she proposes to provide the services required by the contract within the specified time in this RFQ for the prices indicated within their proposal and/or negotiated thereafter as part of the Selection Committee review and negotiation process.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and TOWN may choose to offer the contract to the next Proposer or re-bid the contract.

The undersigned understands and accepts that the Contract commences on date of the agreement and that the Contract contains the option for annual renewal, by written mutual agreement for three (3) additional one (1) year periods up to a cumulative total of five (5) years.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electric funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 2 of 2 (insert number) Addenda for this Bid.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

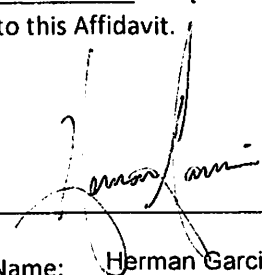
THIS SPACE IS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE

Contractor E-Verify Affidavit

I hereby certify that Florida Armature Works, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Florida Armature Works, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Herman Garcia

Date: 01/23/2024

STATE OF FLORIDA

COUNTY OF Orange

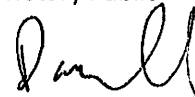
The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 23 (date) by Herman Garcia VP (name of officer or agent, title of officer or agent) of Florida Armature Works (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Danielle Fernandez
Comm.: HH 348257
Expires: April 19, 2027
Notary Public - State of Florida

Notary Public

 Danielle Fernandez

Name typed, printed or stamped

My Commission Expires:

April 19, 2027

The undersigned states that this proposal is the only proposal for this contract for which he/she is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE January 24th, 2024

FIRM NAME Florida Armature Works, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 59-3263174

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Herman Garcia / Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Herman@flarmworks.com

BUSINESS ADDRESS 2460 Smith St. Kissimmee, FL 34744

BUSINESS TELEPHONE 407.846.1745

STATE OF INCORPORATION Florida

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

Herman Garcia 2460 Smith St. Kissimmee, FL 34744

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

Herman Garcia / Vice President Herman@flarmworks.com 407.846.1745

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: <u>Toho Water Authority</u>	
Reference: <u>CONTRACT: RFP-20-123</u>	Fax #: _____
Email: <u>MRADASKI@tohowater.com</u>	Telephone #: <u>407.709.3913</u>
Person to Contact: <u>Matthew S. Radaskiewicz</u>	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: City of Ormond Beach	
Reference: RFP NUMBER: 2020-13	Fax #: _____
Email: Ron.Burk@ormondbeach.org	Telephone #: 386-676-3368
Person to Contact: Ron Burke	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: Pasco County Utilities

Reference: IFB-RH-20-130

Fax #: _____

Email: Rbratcher@pascocountyfl.net

Telephone #: 727.247.2815

Person to Contact: Robert Bratcher

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: City of Ocala Water Resources

Reference: RFP 2019056 (Piggy Back)

Fax #: _____

Email: lacosta@ocalafl.gov

Telephone #: 352-572-0421

Person to Contact: Luis Acosta

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: New Smyrna Beach Utilities

Reference: RFP #22-22 PUMP AND MOTOR REPAIR

Fax #: _____

Email: dcox@nsbufl.com

Telephone #: 386.424.3182

Person to Contact: David Cox

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Part VII – Draft Contract (Agreement)

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND [VENDOR]**

**Repair of Pumps and Electric Motors
Contract No. W2414**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and [INSERT VENDOR NAME], [INSERT VENDOR ADDRESS], a State of Florida Corporation _____ (FEID number) hereinafter designated as "the VENDOR".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced VENDOR to provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the VENDOR has responded to the TOWN'S solicitation of Qualifications and the VENDOR is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the VENDOR can provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN and the VENDOR hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and agrees to continue to do so through the continuation of this CONTRACT; and

NOW THEREFORE, the TOWN and the VENDOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. The VENDOR shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of services, Exhibit "A". The TOWN specifically reserves the right to determine whether a specific task is within the scope of services to be provided by the VENDOR and, further reserves the right to seek the services of other printing vendor firms at any time and for any reason during the course of this CONTRACT. VENDOR understands and acknowledges

that this CONTRACT does not in any way whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The initial term of this CONTRACT is for two (2) consecutive years and shall commence on On the date of Notice to Proceed This CONTRACT may be renewed by mutual written agreement of both parties at the end of the two (2) year term for up to three (3) successive one (1) year terms up to a cumulative total of five (5) years. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The VENDOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The VENDOR shall take all measures necessary to effectuate these assurances.
- 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The VENDOR shall take all

necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. The VENDOR'S invoices shall cover a single calendar month period and shall be accompanied by sufficient supporting documentation for services for which payment is being requested. Invoices shall be sent to the Town's Utility Department within ten (10) days of the calendar month end that is being invoiced.
- 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the VENDOR has performed the work according to the terms and conditions of this CONTRACT.
- 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the VENDOR, the Town shall require the VENDOR to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.

6. INDEMNIFICATION AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the VENDOR shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the VENDOR, its sub-vendors, agents, assigns, or employees in connection with this CONTRACT. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-vendors, agents, assigns, and employees with the terms of this CONTRACT.
- 6.2. The VENDOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR.
- 6.3. The VENDOR shall provide the TOWN insurance certificates, as proof of insurance at the time the VENDOR signs the CONTRACT. The VENDOR shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the VENDOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the VENDOR. The VENDOR shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the VENDOR fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the VENDOR of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the VENDOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the VENDOR for such work until such time as the TOWN determines the exact amount due to the VENDOR.

- 7.3. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 7.4. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1. The VENDOR, its employees, sub-vendors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.
- 8.2. The VENDOR, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of VENDOR nor any of its suppliers, sub-vendors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The VENDOR further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.
- 8.3. The VENDOR shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this CONTRACT. Further the VENDOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1. The VENDOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the VENDOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The VENDOR is free to provide similar services for others.
- 9.2. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3. The VENDOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. **RECORDS RETENTION/OWNERSHIP/AUDIT**

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The VENDOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The VENDOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the VENDOR'S failure to comply with Chapter 119, F.S. related to public records. The VENDOR shall permit the TOWN or its designated agent to inspect all record maintained by VENDOR OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a VENDOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A VENDOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the VENDOR 'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the VENDOR shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the VENDOR 'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the VENDOR in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the VENDOR responsible if documents are used for other purposes than intended.
- 10.7. The VENDOR shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by VENDOR is specifically required during the occurrence of any of the events herein mentioned.

- 11.2. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.3. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.4. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall

be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 11.5. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.6. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.7. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The VENDOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 11.8. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Vendor and its subcontractors and lower tier subcontractors. The Vendor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the VENDOR is engaged in a business which provides locating services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the VENDOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the VENDOR may perform services for clients who are or may have matters before the Town Council, provided VENDOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the VENDOR'S representation.
- 12.2. VENDOR R represents that is has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, VENDOR further represents that no person having any interest shall be employed for said performance. VENDOR shall notify the TOWN in writing by certified

mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that VENDOR may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by VENDOR, the TOWN shall so state in the notification and VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by VENDOR under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.

- a. Town of Jupiter's Request for Qualifications (RFQ) and all of its addenda, appendices and exhibits which are part of the RFQ set forth above.
- b. Vendor's Certificate of Insurance
- c. Vendor's Proposal and all included documents as a response to the TOWN'S RFQ

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

VENDOR

[INSERT FIRM NAME]
[INSERT FIRM ADDRESS]
[INSERT FIRM ADDRESS]

PRINT NAME AND POSITION

(CORPORATE SEAL)

ATTEST

Laura E. Cahill, Town Clerk

ATTEST

PRINT NAME AND POSITION

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

Exhibit A – Scope of Services

The selected Servicer Provider(s) shall provide the Utility with the repair of various pumps and electric motors including but not limited to those listed below. Individual purchase orders will be issued by the Town to the Service Provider(s) for evaluation and repair work, fee, and schedule. Individual Purchase Order fees will be established based on the approved negotiated rates of the Contract. All work to be performed under this Contract will be located within the Town of Jupiter, Florida.

The successful proposer(s) will provide a full range of pump and electric motor repair services to the Town. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services including, but not limited to:

PUMP REPAIR SERVICES

- Shaft Repair
- Shaft Replacement
- Bearing Replacement
- Seal Repair
- Seal Replacement
- Wear Ring Replacement
- Impellor Repair
- Impellor Replacement
- Apply Protective Coatings
- Volute Repair
- Volute Replacement
- Casing Repair
- Casing Replacement
- Dynamic Balancing
- Clean Pump Assembly
- Pump Performance Testing
- Pump Curves
- Provide Detailed Shop Reports and Recommendations

ELECTRIC MOTOR REPAIR SERVICES

- Repair Shaft
- Replace Bearings
- Rewind Motor
- Dip and Bake Motor
- Balance Motor
- Motor Diagnostic Testing to include:
 - Megging
 - HiPot Testing
 - Surge Testing
 - Voltage Drop Testing
 - Core Loss Testing
- Provide Detailed Shop Reports and Recommendations

The selected firm(s) for which a contract has been successfully negotiated and approved by the Jupiter Town Council will be required to be available as needed, on an on-call basis. The selected firm will be responsible to provide the Town with a proposal including, scope of work, fee and schedule for individual work projects after the pump/motor has been picked-up and evaluated by the firm. The Town upon acceptance of the submitted work project will issue a purchase order to the selected firm. The Service Provider(s) understands that time is of the essence especially as it relates to work/services provided under this contract. Service Provider(s) will be responsive to the Town in scheduling work, providing reports, returning phone calls and emails. The Town's expectations are that the Service Provider(s) shall be available to pick-up pump/motor with 24 hours' notice and the pump/motor shall be returned to the Utility within 48 hours of completion of work.

Exhibit B – Organizational Chart

INSERT VENDOR ORGANIZATIONAL CHART

Organizational Chart:

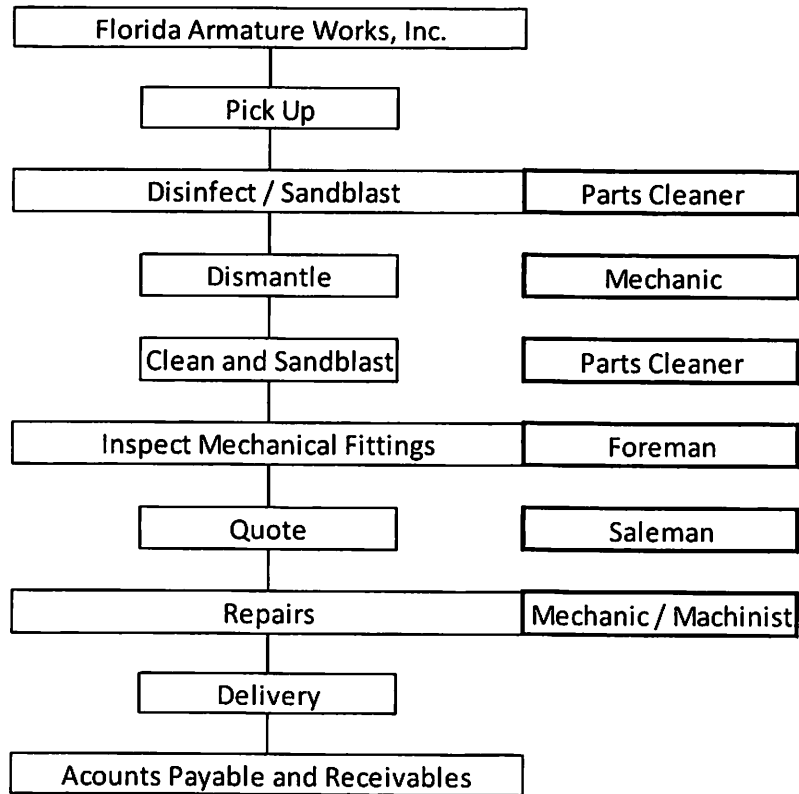


Exhibit C – Vendor’s Proposal

DEMONSTRATION OF PROPOSER’S COMPETITIVE AND FAIR PRICING AS DESCRIBED IN PART III, SECTION 3.2.B-F

SHOP RATES

Stand Shop Rate	\$55.00 Per/hr
Overtime Shop Rate	\$75.00 Per/hr
Machine Shop Rate	\$65.00 Per/hr
Machine Shop Overtime	\$85.00 Per/hr
Field Service (2 Techs - 3 Hr Min) Includes Auto Crane / Boom Truck	\$165.00 per/hr
Field Service (2 Techs -3 Hr Min) Includes Auto Crane / Boom Truck	\$225.00 per/hr

Exhibit D – Insurance Requirements

The CONTRACTOR shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall comply with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.
4. **PROFESSIONAL LIABILITY:** Insurance and Indemnification - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONTRACTOR'S responsibility to comply with the requirements of this section on modifications of this section. The Town may at its discretion, require the CONTRACTOR to provide a complete certified copy of its insurance policy(s).

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Bouchard Region 222 Church Street Kissimmee, FL 34741		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: clicerts@MarshMMA.com															
INSURED Florida Armature Works, Inc. 2460 Smith Street Kissimmee, FL 34744		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER B : Bridgefield Casualty Ins. Company</td> <td>10335</td> </tr> <tr> <td>INSURER C : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : FCCI Insurance Company	10178	INSURER B : Bridgefield Casualty Ins. Company	10335	INSURER C : Owners Insurance Company	32700	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: 500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GL100047726	06/08/2023	06/08/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	5184152300	06/29/2023	06/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			UMB100026229	06/08/2023	06/08/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	019642898	04/23/2023	04/23/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proprietors/Partners/Executive Officers/Members Excluded: German Garcia, President/Herman Garcia, Treasurer

Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General & Auto Liability insurance & subject to the provisions & limitations of the policy.

(See Attached Descriptions)

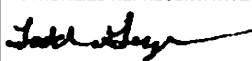
CERTIFICATE HOLDER

CANCELLATION

FOR INFO ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P94000061412

Entity Name: FLORIDA ARMATURE WORKS, INC.

Current Principal Place of Business:

2460 SMITH ST
KISSIMMEE, FL 34744

Current Mailing Address:

2460 SMITH ST
KISSIMMEE, FL 34744

FEI Number: 59-3263174

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

GARCIA, GERMAN
2460 SMITH ST
KISSIMMEE, FL 34744 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name GARCIA, GERMAN
Address 2460 SMITH ST
City-State-Zip: KISSIMMEE FL 34744

Title VP
Name BARNETT, LESLIE M
Address 2460 SMITH ST
City-State-Zip: KISSIMMEE FL 34744

Title VP
Name GARCIA, HERMAN A
Address 2460 SMITH ST
City-State-Zip: KISSIMMEE FL 34744

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LESLIE BARNETT

VICE PRESIDENT

03/23/2023

Electronic Signature of Signing Officer/Director Detail

Date

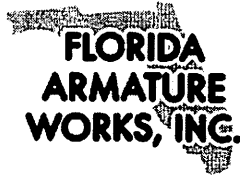


Company ID Number: 1364237

Approved by:

Employer Florida Armature Works, Inc.	
Name (Please Type or Print) Leslie Barnett	Title
Signature Electronically Signed	Date 12/03/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/03/2018

Florida Armature Works, Inc.
2460 Smith Street
KISSIMMEE, FL 34744-2446 US
(407) 846-1745
www.flarmatureworks.com



Quote

ADDRESS
Town of Jupiter Utilities
210 Military Trail
FI
Jupiter, FL 33458

SHIP TO
Town of Jupiter Utilities
Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

QUOTE # DATE
10399SB 01/23/2024

DESCRIPTION	QTY	RATE	AMOUNT
Sample	1	65.00	65.00
SUBTOTAL			65.00
TAX			0.00
TOTAL			\$65.00

Accepted By

Accepted Date



Celebrating Small Town Life

**PUBLIC WORKS
DEPARTMENT**

October 1, 2004

Robert A. MacKichan
Public Works Director

Bridget E. Pell
Contract Specialist

Mark S. Luthie, PE
Civil Engineer

Todd P. Swingle, PE
Utility Engineer

Neil Newman
Engineering Asst.

Rick Mauro
Engineering Asst.

Darrell Daugherty
Streets/Drainage/Traffic
Superintendent

Harry Chamberlain
Vehicle Maintenance
Supervisor

Vince Jensen
Line Systems
Superintendent

Howard Miller
Treatment Operations
Superintendent

Ernest A. McDaniel
Solid Waste
Superintendent

Mark Parkey
Water/Wastewater
Supervisor

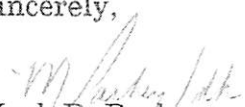
German Garcia, Owner /President
Florida Armature Works Inc.
2460 Smith Street
Kissimmee, FL 34744

Dear Mr. Garcia:

On September 2nd, 2004, Blower #2 at our Southside Wastewater Treatment facility lost operation due to failure of the 100 horse power winding. Despite approaching Hurricane Frances, your staff did not hesitate to start the necessary rebuild and rewind procedure. The following day, your personnel worked endlessly until the 100 horsepower motor was finished and ready for re-installation (less than 24 hours later). Upon completion of the motor mount, Florida Armature Works Inc. personnel also completed the Laser Alignment and Start-up that same day.

I was particularly impressed with the excellent service your company extended to us during such adverse weather conditions. On behalf of the Water/Wastewater Treatment Division with the City of St. Cloud, I want to express my sincere thanks for the extra effort you and your staff carried out to accomplish this task in record time.

Sincerely,


Mark D. Parkey
Electrical/Maintenance Supervisor

Mader
electric
motor & control

Paul Rademaker
Vice President

Chris McKenzie
Utilities Systems Manager
Utilities Administration
Jupiter Water Treatment Plant
17403 Central Boulevard, Jupiter, FL 33458

Dear Mr. McKenzie,

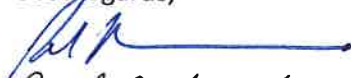
The Town of Jupiter has requested potential candidates to submit their qualifications for the Town's RFQ W2414, Repair of Pumps and Electric Motors. Our submission is intended for the qualifying board to ascertain Mader Electric's ability to service the Town with our products and services relating to W2414.

Mader Electric is highly qualified to participate and administer this contract for the Town of Jupiter. We are under contract with many municipalities in the state for similar contracts. The Town of Jupiter Island is one of the municipalities we serve under contract and would be delighted to expand our services to include the Town of Jupiter.

Mader Electric, Karen Jeffries the owner and Paul Rademaker the Vice President are the principals and are submitting this RFQ without any collusion with another person or entity. Proposal is effective for a period of not less than 90 days from the date of receipt.

We look forward to hearing back from you with news that we are part of your final select vendors to partner with. If there is anything in the meantime, I can assist you with, please don't hesitate in calling me at 941-915-5313

Best regards,


Paul Rademaker

Paul Rademaker
Vice President

January 16, 2024

A. Qualifications of Firms– This section provides the Proposer's organization profile and their qualifications and experience with similar work. Each Proposer must be authorized to conduct business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States.

1. The proposal must describe the Proposer's firm, including the size, range of activities, licenses, certifications etc. The Proposer must emphasize its expertise in, and experience with troubleshooting and repair of pumps and electric motors. (Limit response to two pages maximum)

Mader Electric Inc is a woman owned EASA Motor Repair facility located in Bradenton FL. Mader Electric was established in 1983 in Sarasota FL under the ownership of Mike Jeffries. Mike's daughter, Karen Jeffries is the current owner and has continued the family tradition of providing quality motor and pump repairs to the Florida marketplace. Our primary business has always been devoted to the municipal market. Mader has enjoyed 30+ years of competitively bidding on public bids within the water/wastewater arena. Over those years we have successfully won a fair share of contracts which has enabled us to hone our resources to effectively service our customers. We are housed in a 15,000 S.F. facility that is appointed handsomely with all the accoutrements necessary to handle any motor and pump repair up to 1500HP, 4160-volts. Certainly, enabling us to adequately handle the size and scope of any repair the Town requires.

Mader Electric employs 15 workers throughout its ranks. Our shop has personnel trained to assist with mechanical rebuilding of motors, pumps, blowers, and gear boxes. We have two winders that can wind electric motors on top of our shop manager who is also a trained winder. Our crew can assist with any field work including the push/pull of rotating equipment, laser alignment of rotating equipment, electrical work of removing/installing new equipment like variable speed drives, and the ability to handle any type of fabrication in the field with our certified welder.

Mader is an authorized EASA motor shop. We also hold an electrical contractor's license under our Master Electrician JC Seidenfaden. Our techs are trained and cross trained on pump rebuilding from numerous qualifying pump companies.

2. Identify any subcontractors(s) that may need to be involved if the work cannot be performed in-house. Provide name, address, phone number, qualifications, certifications, and a description of the specific work that the subcontractor(s) will provide under this contract. (Limit response to one page maximum per subcontractor)

Mader Electric has occasionally called upon two subcontractors to assist us when the workload has become exorbitant. One area that we require assistance with has been with large vertical turbine repairs. Our lathes are limited to the size we can turn, and this requires us to subcontract this work to Southeast Pump Specialists in Tampa. Scott Yeo and his company have been tremendous partners to us over the years. Their contact info is:

Southeast Pump Specialists
Luke Swanson
Manager/ Application Engineer
5161 Shadowlawn Ave
Tampa, FL 33610
Office: 863-456-7867
Fax: 863-456-7868
www.sepump.net

Occasionally when the workload warrants, we need to subcontract machine work to Deans Machine in Bradenton. Dean is a former employee of Mader and has been doing electric motor and pump machine work for 40 years. They are an excellent partner of Mader Electric.

Dean Johnson
Dean Johnson Machine Tool Work
699 18th Ave W, Bradenton, FL 34205
(941) 746-5728

3. Identify the primary individuals who will be responsible for supervising, managing and executing the work of this contract. Provide name, title, qualifications, certifications, and experience with similar contracts.

Paul Rademaker, Vice President has been actively involved with managing government contracts for 40-years. He has 23 years with Mader Electric and has been instrumental in securing these contracts and administrating the execution of them. Paul has a strong relationship with many municipalities in Florida and has formidable training in motor controls and predictive maintenance.

John Miller – General Manager has 36 years of experience working in the motor/pump repair industry. He ran Mader Motors (different company, same name) for 17 years prior to coming onboard with Mader Electric in February. John was a former winding who was elevated to management 20 years prior and has been effectively running motor shops ever since.

Jason LaCount – Machinist/Shop Foreman has 36 years of experience as a machinist. The last 8 years have been with Mader Electric. Jason is also responsible for handling our flatbed/crane truck and assisting our field services with mechanical work.

Mark Yepko – Winder has 28 years' experience winding motors in a motor shop environment. Mark is also capable of tearing down motors/pumps for evaluation and repair. When needed, Mark has been an asset in the field supporting our field services.

Steve Roberts – Mechanic/Field Services technician. Steve has 6 years of experience working on motors and pumps. Steve excels in mechanical rebuilding of pumps/blowers/gearboxes. Steve spent 3 years as shop foreman running the service team for a municipality in IA.

Dan Mobley – Mechanic with 23 years' experience in the motor/pump repair industry. Dan is proficient in submersible, centrifugal, and vertical turbine pump repairs. Dan is also our mechanic for centrifugal blower rebuilding.

Eric Barrs – has been an EASA certified motor winder for the past 9 years.

Sean Dobson – is our resident fabricator with years of experience and certifications in all types of welding.

JC Seidenfaden – is our Master Electrician with 30 years of experience. He holds our license as an electrical contractor for the state of Florida.

Steve Luther – has 42 years of motor and pump repair experience with several different motor shops in Florida. He is very proficient in small motor repairs in servo motors, gear boxes and blowers.

4. Proposer's Questionnaire included in the RFP document completed in full, by and for Proposer.

See attached.

5. Copies of licenses, certifications, corporate documents, partnership agreements, insurance, and other relevant legal information for the Proposer and Subcontractors, including the E-Verify affidavit including in this RFQ.

See attached.

Part V – Proposal Form

Proposer Company Name: Mader Electric Inc.

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR THE
CONTINUING SERVICES CONTRACT FOR THE
REPAIR OF PUMPS AND ELECTRIC MOTORS (W2214)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Proposer does declare that no person or persons other than the Proposer herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined this Request for Qualifications and is thoroughly familiar with its provisions and with the quality, type and Scope of Services called for in the Statement of Work and the general scope of services as follows:

The Town of Jupiter, Florida is requesting proposals from pump and motor repair firms with qualified staff to provide professional repair services on a continuing basis for the Town of Jupiter's Utilities System. Services performed under this Contract will relate to the maintenance, repair, troubleshooting, and installation of water pumps and electric motors. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, provide pump curves and detailed shop reports and recommendations on all work performed, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services. The Proposers shall have extensive experience with the following:

- *Repair, troubleshoot, test and install axial flow, split case centrifugal and staged vertical turbine pumps with a flow capacity of 2000 to 6000 gallons per minute.*
- *Repair, troubleshoot, test and install three-phase, 480-volt, fan cooled and totally enclose fan cooled electric motors with a horsepower of 50 to 350.*

This contract for services may be issued for an initial contract period of two (2) years, with the option to renew annually, by mutual agreement for three (3) additional one (1) year terms up to a cumulative total of five (5) years.

Part VI – Proposer's Questionnaire

PROPOSER'S QUESTIONNAIRE REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 16 day of January, 2024.

Mader Electric Inc.

Name of Organization/Proposer

Submitted by: Paul Rademaker - VP

Name and Title

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)

2. If a Corporation, answer the following:

When incorporated 1983

In what State Florida

Name of Officers:

President Karen Jeffries

Vice President Paul Rademaker

Secretary _____

Treasurer _____

Part VI – Proposer's Questionnaire (continued)

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

4. Firm's name and main office address, telephone, fax number, and e-mail address, or primary contact person for this Proposal:

Mader Electric Inc.

6115 31st Street East, Bradenton, FL. 34203

941-351-5858

Paul Rademaker - prademaker@maderelectricinc.com

5. Firm's previous names (if any) What year(s)

Rexel Mader

1999 - 2013

6. How many years has your organization been in business? 40 years

7. Describe organization profile, including the size, range of activities, licenses, etc.

Mader Electric is an EASA Electric Motor and Pump Repair facility
in Bradenton, FL. We have a 15,000SF facility with 15 employees actively
serving our customer base with motor and pump rebuilding.

(Attach additional pages if necessary)

Part VI – Proposer's Questionnaire (continued)

8. Number of full-time personnel:

	Current	Maximum	Minimum
a. Partners	1		
b. Managers/Supervisors	3		
c. Field Technicians	2		
d. Shop Staff	6		
e. Other Staff	3		
f. Total number of fulltime personnel	15		

9. What is the experience of the key personnel, of your organization who will be assigned to work under this contract?

Name & Title	Years of Electric Motor Repair Experience	Years of Experience Spent performing repairs of industrial pumps and motors	In What Capacity
Paul Rademaker - VP	40	40	Sales/shop/field
John Miller - GM	37	37	Winder/Shop Mgr/GM
Mark Yepco - Winder	30	30	Winder
Dan Mobley - Mechanic	23	23	Mechanic/Field Service

10. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed
Paul Rademaker	Sales/Estimating/Project Management
John Miller	Shop manager, GM
Mark Yepco	Winder/Mechanic
Dan Mobley	Mechanic/Field Service
Steve Luther	Mechanic

Part VI – Proposer's Questionnaire (continued)

11. Provide an organizational chart identifying the role and description of key personnel proposed. (Attach org chart).

12. State your firm's commitment to perform in a timely fashion:

Since the majority of our work consists of contractual agreements with cities and counties across Florida, Mader
fully understands the commitment to providing timely service to customers where mandated requirements are scrutinized.

13. List current and past contracts and customers/clients for similar pump and motor repair contracts held with the Respondent to this RFQ.

Contract Name, Value, and Year	Customer/Client Name	Phone No.	Email Address and Physical Address
Electric Motor Repair	Polk County	863-534-5018 Ext. 4303	TerryMarvin@polk-county.net
Motor/Pump/Blower	City of Bradenton	941-290-9344	ricky.fullington@bradentonfl.gov
Motor/Pump/Blower	Manatee County	941-792-8811 Ext. 5378	steve.nail@mymanatee.org
Motor/Pump/Blower	Town of Jupiter Island	772-204-3409	dserhal@tji.martin.fl.us

14. Submit the current and projected workloads of identified key personal to be assigned to this contract.

Name	Current and Projected Workloads
Paul Rademaker	Manage contracts/secure new business
John Miller	Manage shop work/propose estimates for future work
Type text here	

Part VI – Proposer's Questionnaire (continued)

15. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

Mader Electric has been successful in crossing over high dollar OEM mechanical seals to over the counter seals that are as good if not better for the applications. This has enabled us to significantly reduce cost and turnaround time on repairs without sacrificing quality and performance.

16. Describe your billing process. How is time tracked and billed? How are budgets tracked? How will estimate overruns to the Town be avoided? How and when will the Town be notified of potential estimate overruns?

We keep track of every job's time by logging employees time each day and allocating it to the proper job. If we can tear down the job and provide an accurate estimate up front, we can bill for that total or sometimes less once the job is done. Should we run over our initial estimate, we will inform the Town prior to completion to get their approval.

17. Has the proposer or any principals of the applicant organization refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

18. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No (X)

If yes, please explain:

Part VI – Proposer's Questionnaire (continued)

19. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

N/A

20. List any judgments from lawsuits in the last five (5) years:

N/A

21. List any criminal violations and/or convictions of the proposer and/or any of its principals:

N/A

22. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities:

We have a new and unique way of implementing a predicitive maintenance tool that can accurately predict (90%) a failure of your equipment 6 months prior to failing. Manatee County is looking to implement this by purchasing the Artesis device with every critical motor they have.

23. Proposer must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

(End of Proposer's Questionnaire)

The undersigned further declares that he/she proposes to provide the services required by the contract within the specified time in this RFQ for the prices indicated within their proposal and/or negotiated thereafter as part of the Selection Committee review and negotiation process.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and TOWN may choose to offer the contract to the next Proposer or re-bid the contract.

The undersigned understands and accepts that the Contract commences on date of the agreement and that the Contract contains the option for annual renewal, by written mutual agreement for three (3) additional one (1) year periods up to a cumulative total of five (5) years.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electric funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

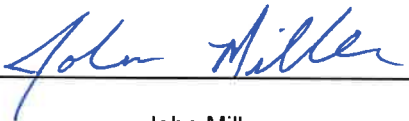
THIS SPACE IS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE

Contractor E-Verify Affidavit

I hereby certify that Mader Electric Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Mader Electric Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: John Miller
Date: January 16, 2024

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 1-16-24 (date) by John Miller - GM (name of officer or agent, title of officer or agent) of Mader Electric Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Self Recognized (type of identification) as identification.

[Notary Seal]

Notary Public



Paul Rademaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

Paul Rademaker

Name typed, printed or stamped

My Commission Expires:

The undersigned states that this proposal is the only proposal for this contract for which he/she is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE January 22, 2024

FIRM NAME Mader Electric Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 36-4920688

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL

Paul Rademaker



PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Paul Rademaker - VP

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL prademaker@maderelectricinc.com

BUSINESS ADDRESS 6115 31st Street East, Bradenton, FL. 34203

BUSINESS TELEPHONE 941-351-5858

STATE OF INCORPORATION Florida

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

Karen Jeffries, Paul Rademaker

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

Paul Rademaker - VP, prademaker@maderelectricinc.com

941-351-5858



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



SEIDENFADEN, JAMES CLARENCE

MADER ELECTRIC, INC
6115 31ST STREET E
BRADENTON FL 34203

LICENSE NUMBER: EC13006123

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EASA MEMBER

This Certifies that

Mader Electric, Inc.

Of Bradenton, FL

*is an Active Member of the Association and, as such, is entitled
to all the rights and privileges pertaining thereto.*

2024-2025

This Certificate Expires March 31, 2025


President & CEO



2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P18000102498

Entity Name: MADER ELECTRIC, INC.

Current Principal Place of Business:

6115 31ST STREET EAST
BRADENTON, FL 34203

Current Mailing Address:

6115 31ST STREET EAST
BRADENTON, FL 34203 US

FEI Number: 36-4920688

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JEFFRIES, KAREN
6115 31ST STREET EAST
BRADENTON, FL 34203 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KAREN JEFFRIES

02/21/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PD
Name JEFFRIES, KAREN
Address 6115 31ST STREET EAST
City-State-Zip: BRADENTON FL 34203

Incorporated 1983

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KAREN JEFFRIES

REGISTERED AGENT

02/21/2023

Electronic Signature of Signing Officer/Director Detail

Date

01/18/22



Certificate of Registration

Issued Pursuant to Chapter 212, Florida Statutes

DR-11
R. 10/21

51-8017971474-8

Certificate Number

02/05/20

Registration Effective Date

This certifies that

MADER ELECTRIC INC.
6115 31ST ST E
BRADENTON FL 34203-5316

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

My Company Account

My Company Profile

Company Information

Company Name

Mader Electric, Inc.

Doing Business As (DBA) Name

Mader Motorheads & Control Geeks

Company ID

2093762

Enrollment Date

Mar 01, 2023

Employer Identification Number (EIN)

364920688

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

811

Sector

Other Services (Except Public Administration)

Subsector

Repair and Maintenance

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

6115 31st Street East
Bradenton, FL 34203

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

B. References – Provide work references from current and former customers/clients attesting to the timeliness of work, quality of work, and cost of work for contracts similar in nature and scope to this contract. Proposer shall provide references for at least five (5) similar pump and motor service contracts that the Proposer has participated in and which are underway or completed within in the last five (5) years. Complete and submit the top portion of the Reference Check Form (included with this RFQ) for the Proposer and Subcontractor(s) identified in Section 3.2.A.2. Make copies of the Reference Check Form as needed to comply with this requirement.

Submissions from customers sent directly to the Town of Jupiter. I sent a dozen applications out to customers. I do not know how many were actually filled out and returned. I can certainly get more should these not pan out.

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: Paul Rademaker

Reference: City of Mount Dora

Fax #:

Email: ortizd@cityofmounddora.com

Telephone #: 352-516-3692

Person to Contact: Dan Ortiz

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: Paul Rademaker

Reference: Town of Jupiter Island

Fax #:

Email: dserhal@tji.martin.fl.us

Telephone #: 772-204-3409

Person to Contact: Dave Serhal

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: Paul Rademaker	
Reference: City of Bradenton	Fax #:
Email: Donald.demonia@bradentonfl.gov	Telephone #: 941.708.6300 x283
Person to Contact: Don DeMonia	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: Paul Rademaker	
Reference: City of Bradenton	Fax #:
Email: ricky.fullington@bradentonfl.gov	Telephone #: 941-290-9344
Person to Contact: Ricky Fullington	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: Paul Rademaker

Reference: Manatee County Utilities

Fax #: _____

Email: steve.nail@mymanatee.org

Telephone #: 941-792-8811 Ext. 5378

Person to Contact: Steve Nail

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: Paul Rademaker

Reference: Polk County Utilities

Fax #:

Email: TerryMarvin@polk-county.net

Telephone #: 863-534-5018 Ext. 4303

Person to Contact: Terry Marvin

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

C. Shop Location(s) – a. Provide the shop location(s) where the repair/production work will occur. Indicate the distance in miles and driving time from each shop location to the Town of Jupiter's water treatment plant, 17403 Central Blvd, Jupiter, FL 33458.

b. Describe how Proposer will meet the contracts requirement to pick up equipment from Jupiter, Florida within 24 hours' notice of equipment failure or required equipment service needs from the Town.

c. Provide the office locations of the primary individuals responsible for supervising, managing, and executing the work of this contract.

d. Provide shop locations of subcontractors who may be used under this contract.

a. Mader Electric is located 160 miles portal to portal to your WTP. Estimated time to travel to your WTP is 2 hours and 58 minutes.

b. Mader Electric is currently serving the Town of Jupiter Island with our motor and pump repairs under contract. We have had no issues in picking up equipment in a timely fashion. Adhering to the 24-hour requirement the Town has in place would not be an issue for us. Scheduling our field service department to respond to a service call onsite would be based on the nature of the call and whether it is an emergency. Mader did not see in your requirements the mandate to respond to a field service call within 24 hours, just the equipment pickup within 24-hours. If that requirement is in the docs, we will adhere to that. However, I did not see that listed. Please confirm. Either way we will abide to your needs.

c. Mader Electric Inc is located at 6115 31st Street East, Bradenton, FL. 34203.

d. Southeast Pump Specialists

5161 Shadowlawn Ave

Tampa, FL 33610

Dean Johnson Machine Tool Work

699 18th Ave W

Bradenton, FL. 34205

D. Approach to Responsiveness, Communication, and Quality Assurance/Quality Control

- a. Provide detailed explanation of Proposer's approach to timely completion of work and communication with the Town under this contract.
 - b. Describe what the Town can expect with respect to timeliness of repairs and communication with the supervisors, managers, shop personnel, etc.?
 - c. Provide sample reports for inspections, evaluations, repair recommendations, completed repairs. Include photos with reports.
 - d. Provide sample invoices.
 - e. Describe the Proposer's and Subcontractor(s) quality assurance and quality control program(s).
 - f. Describe shop testing that will be performed to ensure safe and complete repairs are provided.
 - g. Samples of work product(s). Can be in the form of photos.
-
- a. Mader Electric prides itself on being able to handle the triage of incoming work in a timely fashion. It is our goal to tear down and evaluate all incoming work within 24-48 hours. Once evaluated, parts not in stock are solicited from our suppliers. Based on the efficiency of their responses, we hope to provide a comprehensive proposal to our customers within 2-5 days after receipt of the equipment. Once we have the approval to proceed, our average turnaround on rotating equipment is about two weeks under normal circumstances. Should the repair be considered an emergency, Mader can expedite these repairs and based on availability of parts, turn a motor around in 2-3 days, longer for pumps that require parts with long lead times.
 - b. Communication within our company is handled by the shop manager and the expeditor. Shop foreman is kept abreast of the details of all work on a daily basis with the morning brief. This communication is then passed down to the appropriate shop personnel. Any communication that needs to bubble up to the shop manager is handled either directly or through the shop foreman based on the urgency of the information.
 - c. We have attached a copy of our job sheet. Here is where all the pertinent information on the customer and the equipment is located. From here the tech can record all the incoming test results, parts that need to be purchased, and any other info that the shop manager should know about when pricing up the repairs. Should the repairs start to encroach on 50% of the cost of replacement, the shop manager will solicit pricing on a replacement unit and offer that up to the Town for their consideration.
 - d. Sample invoices are attached for your review.

- e. Our subcontractors adhere to the same level of quality and quality standards that we do. They each get a comprehensive scope of work with detailed specifications to follow. When the material arrives back at our shop, our shop foreman will inspect the material to confirm that the repairs have met or exceeded our expectations. Mader subscribes to EASA, our quality standards are in line with EASA's standards. Mader has enjoyed an overwhelming success rate on warranty repairs. We firmly believe that it is best to do it perfectly the first time around. Our QC inspection is done and signed off on with every repair prior to it leaving our shop.
- f. As an EASA Motor shop, we subscribe to the proper testing of rotating equipment both incoming and outgoing. Visual inspection is made upon arrival and all data is recorded of what is there and also what is missing. On motors we megger test the windings and if they pass, we test run the motor. Once we disassemble the motor, we will perform a high pot and surge test on the windings to confirm whether the windings are good or bad. Rotor is growler tested using our rotor tester. All mechanical fits are measured using our precision micrometers. The Stator is tested using our core tester to ensure no hot spots in laminations. Wound motors get electrically tested once completed and the motor gets run tested on our panel once assembled. Test results are recorded and submitted to the shop manager for final approval prior to shipping. Pumps are handled the same way for submersibles. All other pumps are mechanically measured and we pressure test them to ensure seals are working properly.
- g. See attached.

**MOTOR HEADS 'N CONTROL GEEKS
MADER ELECTRIC, INC.**

16828

PO	Quote Y/N	Need Back BY	Date P/U	No
Customer	Motors		Pumps	
Location	Make		Make	
Address	Model		Model	
Address	Serial #		Serial #	
Contact	Type		Imp Size	P Size
Phone	Enclosure		Thermals	J-box
Email	Frame		Other.O/L	Full Y/N
CPU/Del.	hp	ph	rpm	Heaters Half Y/N
f	volts	amps	Lugs	None Y/N

Customer issue Reported

Special Instructions

Inspect.

Attached Equipment

Service Call	Date	Hours						Total
Pulled								
Installed								
Qty	Parts Description	Y/N S/M	Date Ord.	Date Rec'd	Cost	Sell	Total	
1	6207 22	Y						
1	6311 22	S						
1	PS238	S						
-	Clean & Balance Stator	N		1/15				
-	Bad D.E. Journal	M						

Insp By MSY	Disass By MSY	Assy By	Rewind
Notes			Completed
* Needs New Brgs.			Meg Test
+ Seal *			Test Amps
Cause of Fail			Invoice Number
Contamination			

Regular Shop Time billed out at \$100.00 an hour.

**MOTOR HEADS 'N CONTROL GEEKS
MADER ELECTRIC, INC.**

- Should customer decide not to repair or replace item, a minimum charge of \$100.00 for inspection/handling may be applied. (\$100.00 minimum for generators.)
- Should you feel the work is either Mader or Manufacturer warranty, you must declare so at the time of check in.
- Material undelivered after 90 days may be disposed of at Mader Electric's discretion.

CUSTOMER'S REPAIR RECEIPT
No. 16816

Initial Test Run: 460V L1=9.4A L2=9.8A L3=9.8A

Incoming Electrical Testing					
Mega-Ohms @ 1 Minute		Thermals		Surge Test	
Voltage	Reading	N/C	N/C	Voltage	Result
500V	125MR	—		1650V	Pass
Hi-Pot		RTD's		Line Test	
Voltage	Result			30 volts	60 volts
1680V	Pass	—		—	24, 23, 24A
Growler Test					
Voltage	Pass / Fail			Amperage	
230	PASS			42	
Incoming Mechanical Testing					
Shaft R/O before Disassembly		Shaft R/O after Disassembly		Up Thrust	
.001		.001		N/A	
Drive End Journal		Rotating Wear Ring Good / Bad		Opposite Drive End Journal	
Good 2.1649" -0.0006"		Good		Good 1.3792"	
Drive End Housing		Stationary Wear Ring Good / Bad		Opposite Drive End housing	
Good 4.7244		Good		Good 2.8348"	
Shaft Keyway Inspection		Tapered Shaft fit to Impeller fit		Coupling Bore and Keyway	
Good		N/A		N/A	
Thrust Block Bore		Measure Shaft Coupling Fit/Impeller Fit		Thrust Block Shaft Fit	
N/A		.000		N/A	
Final Testing					
Mega-Ohm	Test Amps/Volts	Run-Outs	Pressure Test	Up Thrust	



MADER
ELECTRIC, INC.
Bradenton, FL

Office: (941) 351-5858
Hours: M-F 7-3:30 PM
After Hrs: (941) 780-5343
6115 31st Street East
Bradenton, Florida 34203

MOTOR HEADS 'N CONTROL GEEKS
THANK YOU FOR YOUR BUSINESS!

Mader Electric Inc

Quality Control

Inspection

Customer: _____

Job Ticket # _____

- Paint: Pass-Fail
- Measure/Mic both bearing housings= Within EASA tolerance Pass-Fail
- Measure/Mic both bearing journals+ Within EASA tolerance. Pass-Fail
- Core Loss Test Pass-Fail
- Windings surge tested at 2 x voltage plus 1000volts Pass-Fail
- Balance rotor Yes-No
- Lugs Yes-No
- Test: Amps L-1 _____ L-2 _____ L-3 _____ Meg Test: _____ @ 1000V

Quality Control Inspected By shop foreman:

_____ Date

General Manager MADER ELECTRIC INC.
Email: jmiller@maderelectricin.com



Mader
electric, inc

8115 31st Street East
Bradenton, FL 34203
Tele: 941-351-5858

Invoice

Invoice No.:	SAMPLE
Invoice Date:	12/22/23
Page:	1

Sold To:	Customer Number: TOWN OF JUPITER SAMPLE INVOICE	Ship To:	Ship To Number: 000002 TOWN OF JUPITER
-----------------	--	-----------------	--

Order	Order Date	Sales Code	Ship Date	Ship Via	Terms
JSAMPLE	01/18/24	343	01/18/24		NET 30 DAYS

Customer PO	PO Release	Misc Number
-------------	------------	-------------

Order	Ship	B/O	Item #	Description	Unit Price	Extension
				Nameplate Data: HP:100, SYNC RPM:1800, ENCLOSURE:TEFC, FRAME:405T, PHASE:3, VOLTS:460 SERVICE CALL TO PULL 100HP RAS PUMP MOTOR. REPAIR/RECONDITION: TEARDOWN & INSPECTION REPLACE BEARINGS MACHINE ODE BEARING HOUSING CLEAN & REINSULATE WINDINGS DYNAMIC BALANCE ROTOR ASSEMBLE, TEST, PAINT. DELIVER BACK, INSTALL & LASER ALIGN.		
16	16		On-Site Service	Service for Removal	120.00	1920.00
16	16		On-Site Service	Service for Install	120.00	1920.00
22	22		Shop Labor	Mechanic Work	85.00	1870.00
6	6		Shop Labor	Machine Work	90.00	540.00
1	1		6316ZZ	BALL BEARING (\$125.58 X 1.10)	138.14	138.14
1	1		6314ZZ	BALL BEARING (\$79.56 X 1.10)	87.52	87.52
1	1		EMI01-6967	HOUSING SLEEVE 314 (\$24.54 X 1.10)	26.99	26.99

Sub Total	6,502.65
HAZMAT	.00
Tax	.00
Ship/Handling	15.00
Total	6,517.65

(Customer Copy)



Mader
electric, inc

6115 31st Street East
Bradenton, FL 34203
Tele: 941-351-5858

Invoice

Invoice No.: 0038738
Invoice Date: 09/13/23
Page: 1

Sold To:	Customer Number: POBOCC POLK COUNTY BOCC UTILITIES JIM KEENE BLVD 1011 JIM KEENE BLVD WINTER HAVEN, FL 33880	Ship To:	Ship To Number: 000001 POLK COUNTY UTILITIES 3642 OLD BARTOW EAGLE LAKE ROAD BARTOW, FL 33830
-----------------	---	-----------------	--

Order	Order Date	Sales Code	Ship Date	Ship Via	Terms
J016551	07/25/23	101	09/13/23		NET 45 DAYS

Customer PO	23205524	PO Release	BID 23-310	Misc Number	
--------------------	----------	-------------------	------------	--------------------	--

Order	Ship	B/O	Item #	Description	Unit Price	Extension
				Nameplate Data: HP:6, SYNC RPM:1200, ENCLOSURE:OTHER, MFG:WILO, NP RPM:1100-1, SERIAL #:650076513, TYPE:T17-6/16REX, MODEL:TR75-2.19-6/16, PHASE:3, VOLTS:460, AMPS:9.90 Disassemble and Checked TDI COMPLETE REBUILD/REWIND AS NEEDED PER CONTRACT 23-310 FRT WILL BE ADDITIONAL		150.00
50.0	50.0			600 VOLT SO CORD (\$2.37/FT X 1.10)	2.61	130.50
1.0	1.0			WILO REPAIR KIT (\$2,545.56 X 1.10)	2,800.12	2,800.12
2.0	2.0			GEAR OIL 80W ISO 68 16oz (\$13.76 X 1.10)	15.14	30.28
2.0	2.0			PUMP OIL 20W ISO 68 1QT (\$12.70 X 1.10)	13.97	27.94
20.0	20.0			MAGNET WIRE (\$7.0007/LB X 1.10)	7.70	154.00
				LABOR		2,310.00
				LABOR REWIND		840.00
				The Motorheads 'n Control Geeks of Mader Electric, Inc., thank you for the opportunity to provide your service needs.		

Sub Total	6,442.84
HAZMAT	.00
Tax	.00
Ship/Handling	34.97
Total	6,477.81

(Customer Copy)



Mader
electric, inc

6115 31st Street East
Bradenton, FL 34203
Tele: 941-351-5858

Invoice

Invoice No.: 0039139
Invoice Date: 12/04/23
Page: 1

Sold To:	Customer Number: CTYSAN CITY OF SANFORD FLORIDA 300 PARK AVE SANFORD, FL 32771	Ship To:	Ship To Number: SWRC RAS PUMP#3 SANFORD, FL 32771
-----------------	--	-----------------	--

Order	Order Date	Sales Code	Ship Date	Ship Via	Terms
J012774	08/21/23	343	12/04/23		NET 30 DAYS

Customer PO	039533	PO Release		Misc Number	
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Order	Ship	B/O	Item #	Description	Unit Price	Extension
				Replacement of SWRC RAS Pump Drive #3 (1) 40HP Square D Drive. All wiring and miscellaneous electrical materials and labor. \$10,538.05 Change order: replace reversing starter. \$1,402.47 SQD SPEEDDRIVE 40HP 480V LS AUX CONTACT UNIT,UA-4,2A2B,EXP LS INTERLOCK UNIT,UR-02,MC-6aR~150aR LS MC-85a AC120V 50/60Hz LUG 2a2b LS WIRE ASS'Y,KIT,UW-95,MC(D)-65R~95R LS OLR MT-63 45-65A The Motorheads 'n Control Geeks of Mader Electric, Inc., thank you for the opportunity to provide your service needs.		

Sub Total	11,940.54
HAZMAT	.00
Tax	.00
Ship/Handling	.00
Total	11,940.54

(Customer Copy)



Mader
electric, inc

6115 31st Street East
Bradenton, FL 34203
Tele: 941-351-5858

Invoice

Invoice No.:	0039256
Invoice Date:	01/03/24
Page:	1

Sold To:	Customer Number: CTYMTD CITY OF MOUNT DORA ATTN: ACCTS PAYABLE 510 N. BAKER STREET MOUNT DORA, FL 32757	Ship To:	Ship To Number: 000002 CITY OF MOUNT DORA 2055 JAMES P. SNELL DR. MOUNT DORA, FL 32757
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Order	Order Date	Sales Code	Ship Date	Ship Via	Terms
J016553	07/28/23	343	01/03/24		NET 30 DAYS

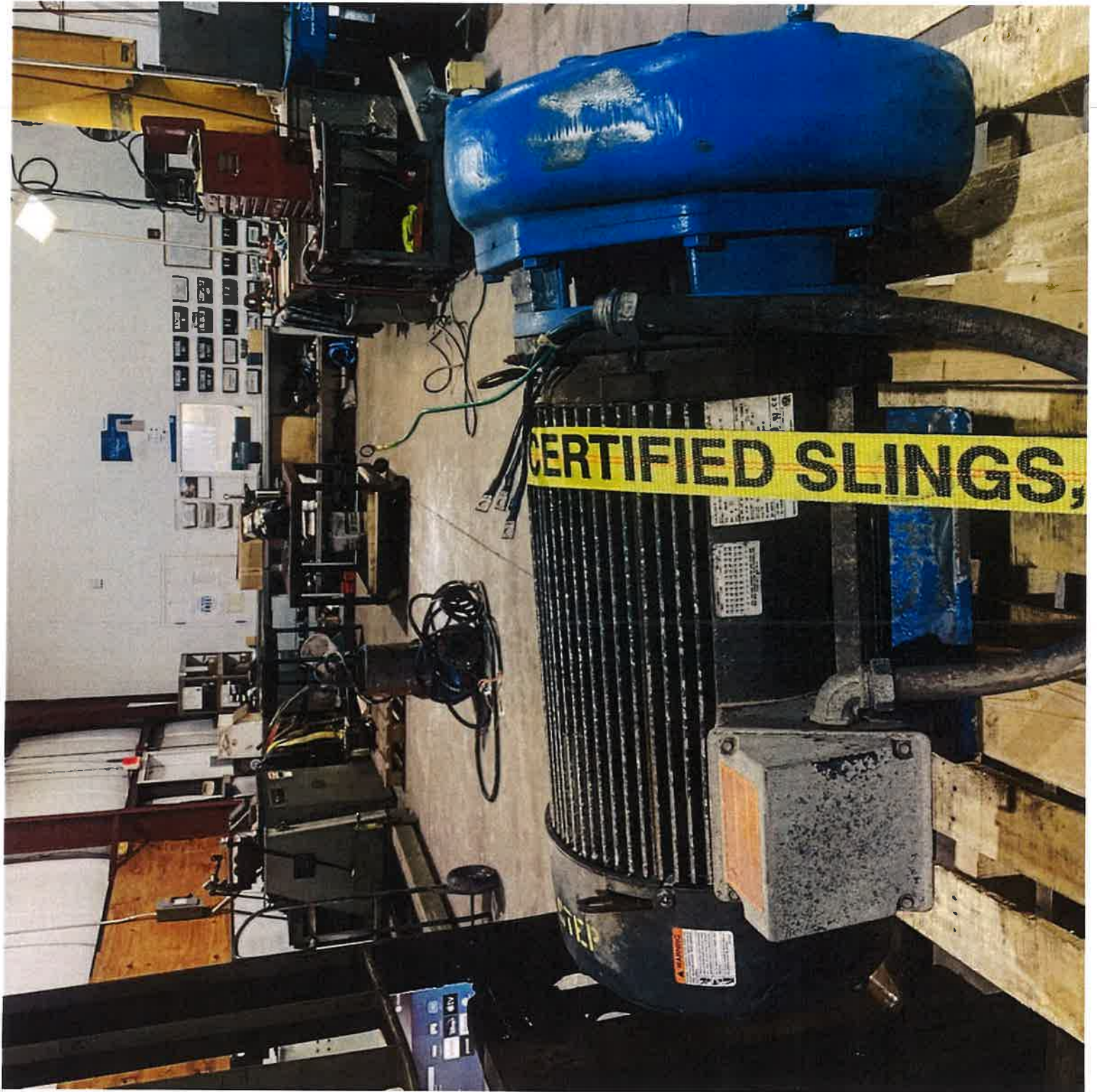
Customer PO	24-00770	PO Release	PERC PONDS	Misc Number	
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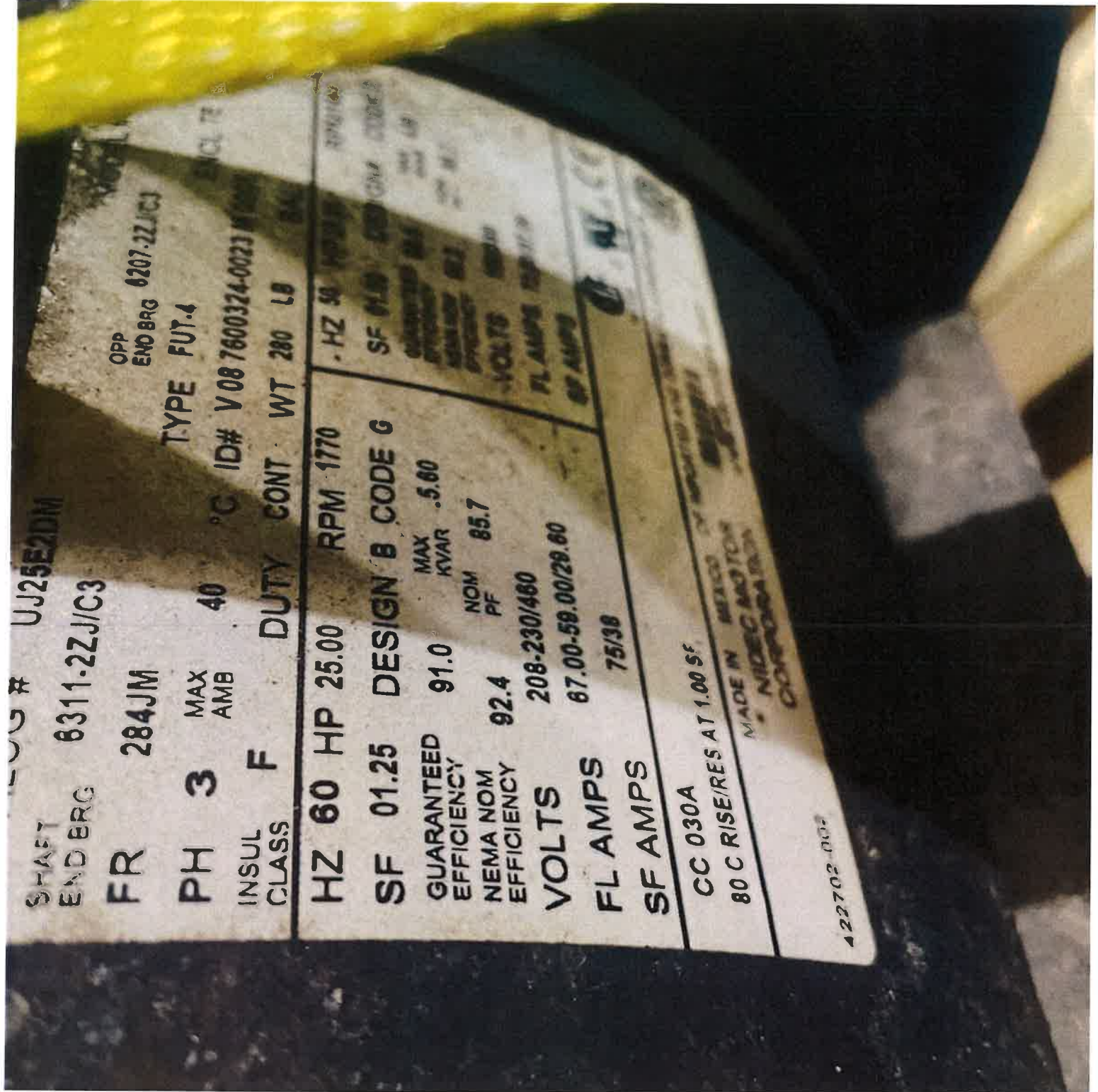
Order	Ship	B/O	Item #	Description	Unit Price	Extension
				Nameplate Data: HP:100, SYNC RPM:1800, ENCLOSURE:TEFC, FRAME:405TP, MFG:NIDEC, NP RPM:1785, SERIAL #:V10201411540001R0001, TYPE:TUI, MODEL:7222-BEM, STYLE:PEERLESS PUMP COMPANY, ITEM#:M/N: M12LD4STG-B, TEMPERATUR:S/N:9927083606, PHASE:3, VOLTS:460, AMPS:114 REPAIR/RECONDITION MOTOR; REPAIR/REBUILD PUMP. The Motorheads 'n Control Geeks of Mader Electric, Inc., thank you for the opportunity to provide your service needs.		

Sub Total	16,929.25
HAZMAT	5.00
Tax	.00
Ship/Handling	37.75
Total	16,972.00

(Customer Copy)







SHAFT UJ25E2DM
END BRG 6311-2ZJ/C3

FR 284JM

OPP 6207-2ZJ/C3
END BRG

PH 3 MAX
AMB 40

TYPE FUT.4

INSUL F
CLASS

°C ID# V087600324-0023

DUTY CONT WT 280 LB

HZ 60 HP 25.00 RPM 1770

SF 01.25 DESIGN B CODE G

GUARANTEED 91.0 MAX
EFFICIENCY KVAR .5.60

NEMA NOM 92.4 NOM
EFFICIENCY PF 85.7

VOLTS 208-230/480
67.00-59.00/29.60

FL AMPS 75/38

SF AMPS

CC 030A

80 C RISE/RES AT 1.00 SF

MADE IN MEXICO BY
NIDEC MOTOR
CORPORATION

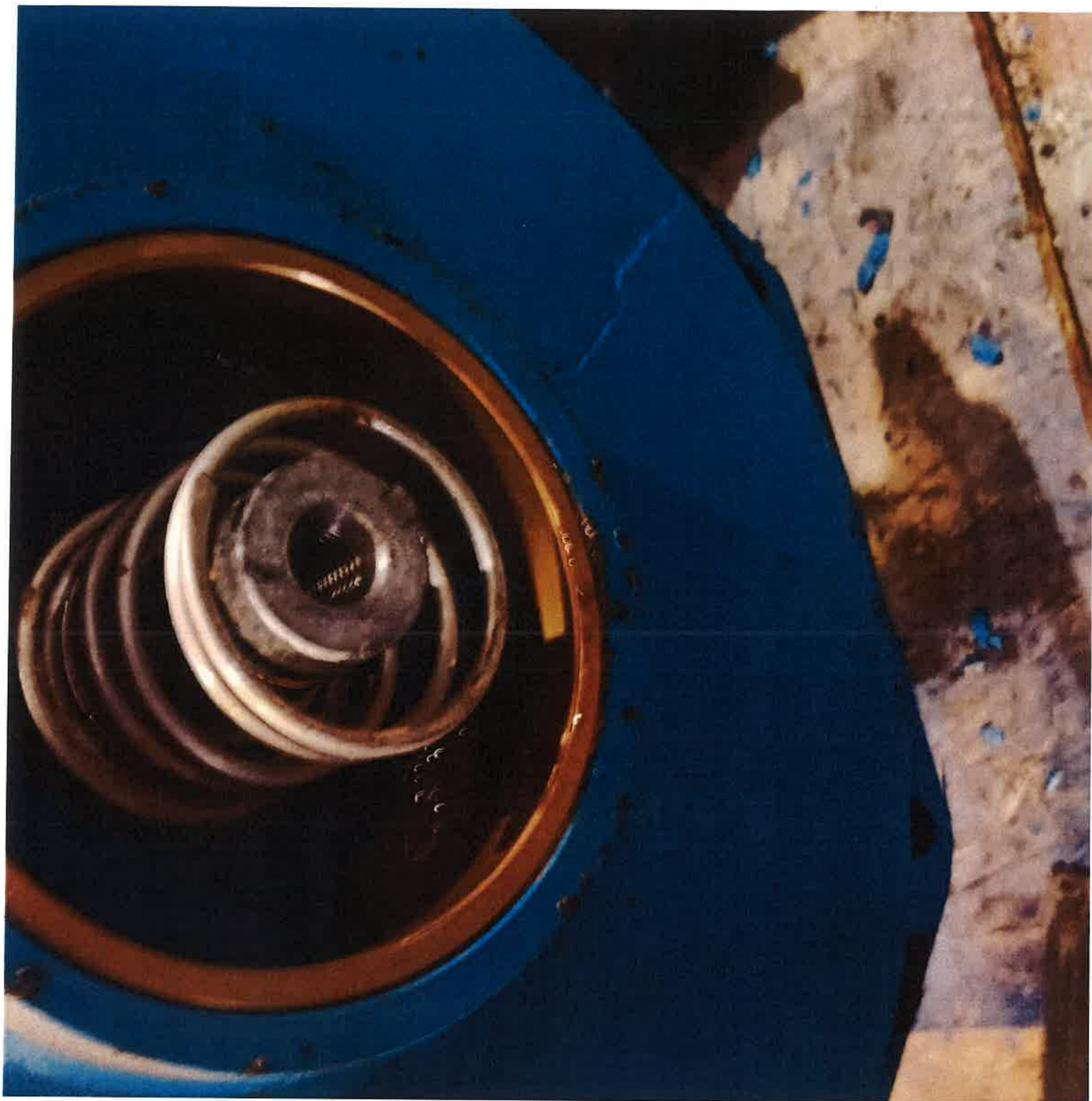
422702-002

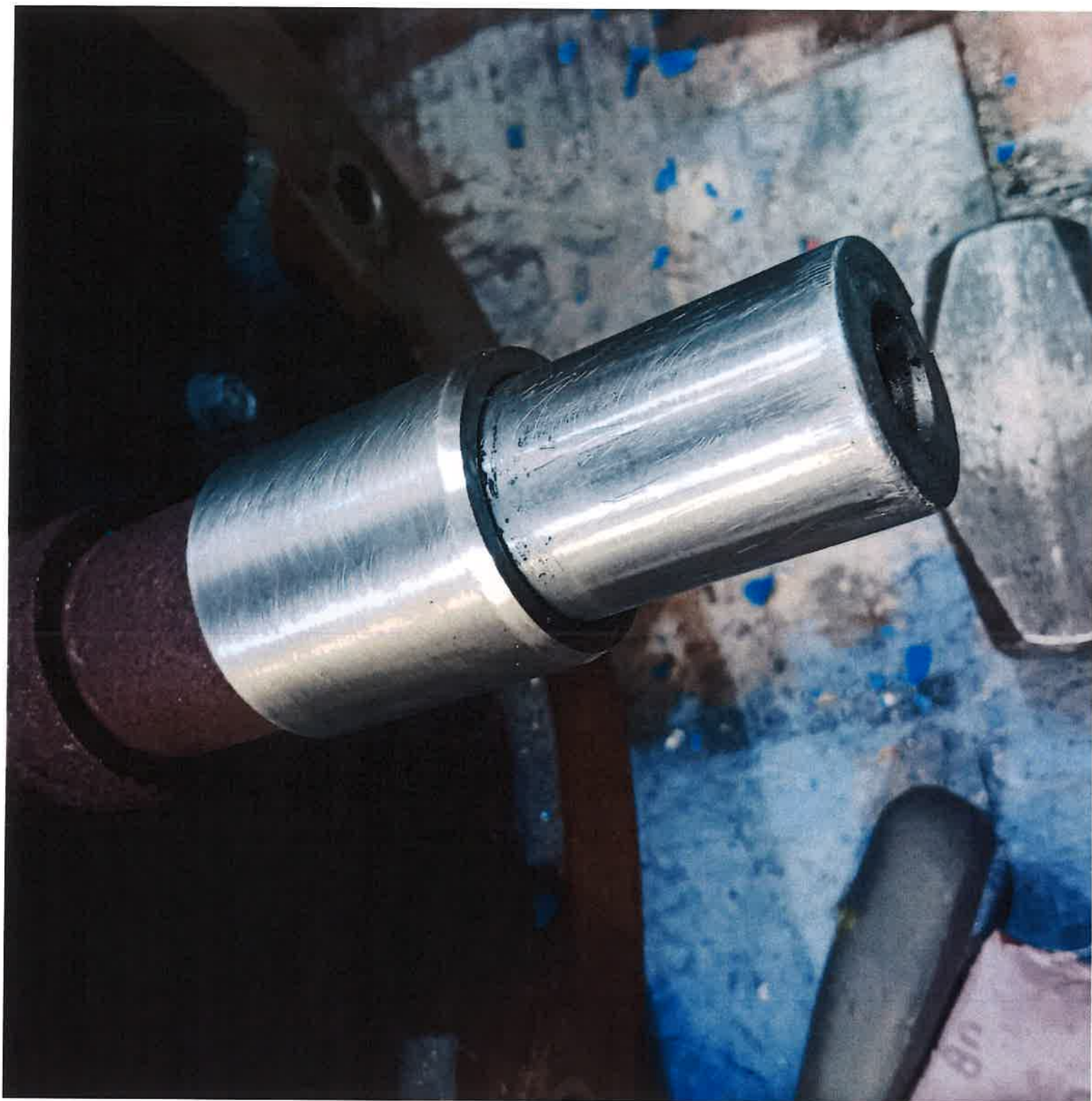






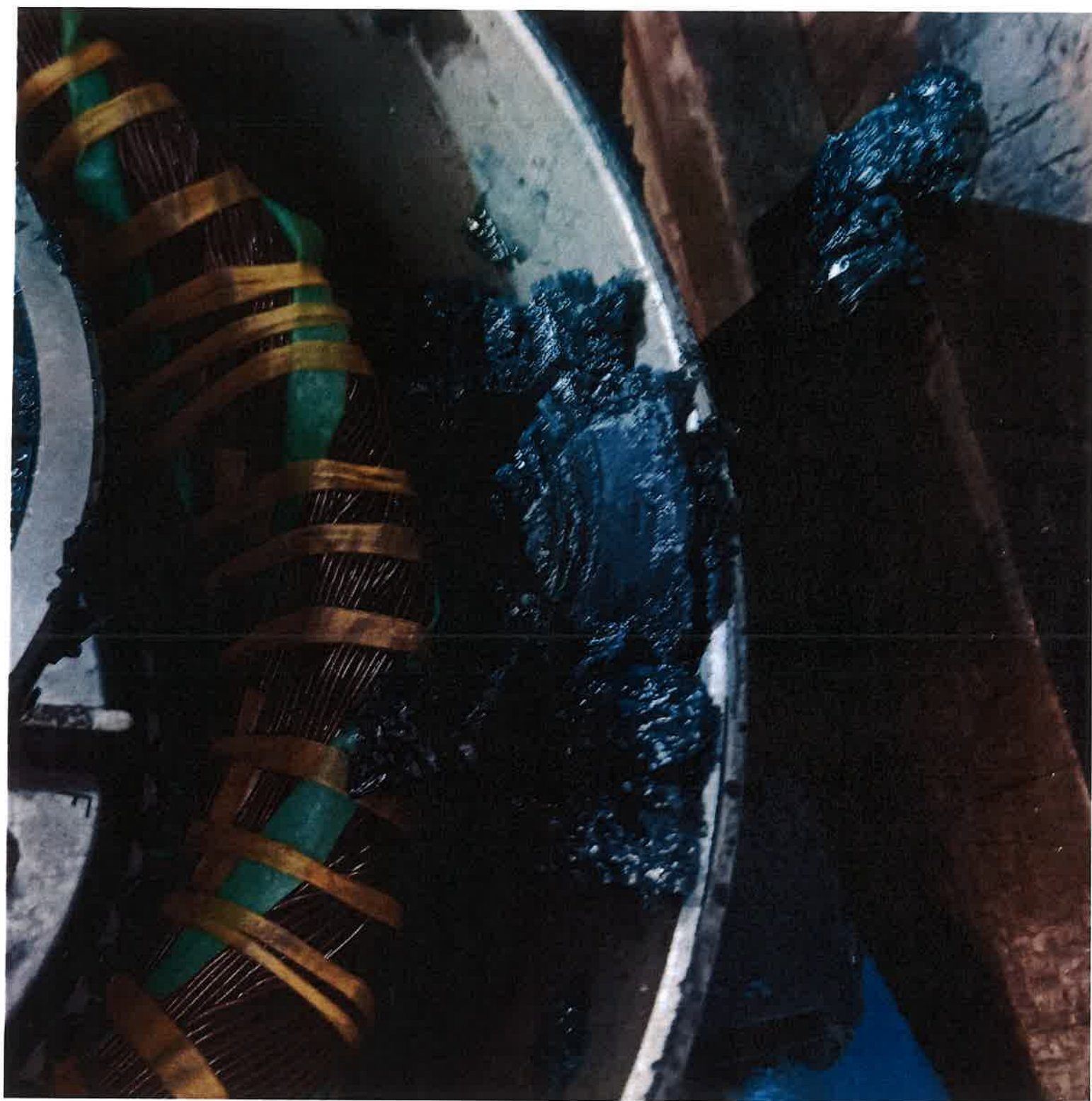








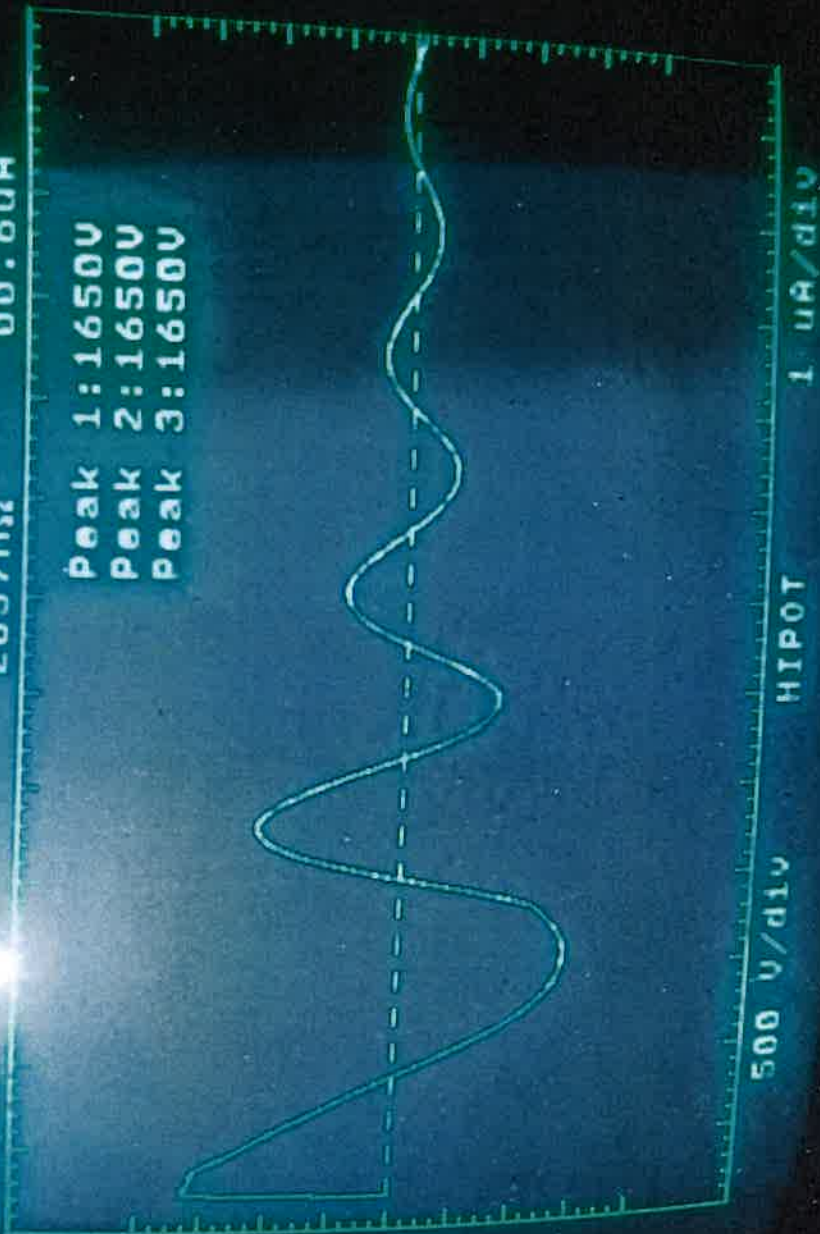




PRINT CLEAR

Summary - Record 1 HiPot Test
1600V 2637H Ω 00.6uA

Peak 1: 1650V
Peak 2: 1650V
Peak 3: 1650V



E. Demonstration of Proposer's Competitive and Fair Pricing – Provide Proposer's standard price sheet(s) for the follow services. Provide sample invoices proposed to be provided for work performed under this contract.

- a. Mechanics hourly labor shop rate for pump and motor assembly and disassembly, pump and motor inspections, pump and motor repairs and motor rewind services.

Mader Electric subscribes to Vaughens National Motor Pricing Guidelines. Most if not all shops across the country utilize this price guideline as a reference for pricing out motor and pump repairs. It breaks down how many hours a repair should take along with providing state and regional price levels for mechanics, winders and field personnel. Mader Electric does not involve itself in the gamesmanship of price manipulation that has been prevalent in this industry for 40 years. Motor shops have taken advantage of municipal bids by lowering the hourly rate of in shop personnel while loading up on hours billed to compensate for the lower rates. This is both illegal and immoral. Cities and counties have continued fostering this abhorrent behavior by basing these motor repair bids off the lowest shop rates. Kudos to the Town of Jupiter for moving away from this and trying to base this contract off merit and ability to serve the Town with quality products and services. Vaughens has priced out the shop rate for mechanics at \$100.56/hour. Mader bills out our shop labor typically for industrial end user customers at \$100.00/hour. In a competitive bid like this one, Mader Electric will offer \$85.00/hour for any mechanic and winder that we bill out to the Town of Jupiter. This is a fair price and 15% off what we typically do. This still allows us to make a profit margin that we can live with and not play any games with the times. I truly hope your committee will not be misled by other vendors low balling this number. We all have the same overhead that goes into the cost of doing business.

- b. Machinist hourly shop rate for technical fabrication, tooling and machining of pump and motor repair components.

Vaughens has priced this line item up at \$106.77/hour. Mader typically sells this rate to our end customers at \$110.00/hour. Mader Electric will provide these machine shop rates to the Town of Jupiter for \$90.00/hour.

- c. Remote mechanical services hourly labor rate for on location inspections, repairs, troubleshooting and installation services for pump and motors located at Town of Jupiter facilities.

Vaughens has priced this line item up at \$125.32/hour. Our typical price point for this was \$130.00/hour. Mader Electric will provide these services to the Town of Jupiter for \$120.00/hour, portal to portal.

- d. After hours emergency services for remote mechanical services hourly labor rate for on location inspections, repairs, troubleshooting and installation services for pump and motors located at Town of Jupiter facilities.

Mader Electric uses a multiplier of 1.20 for all emergency service work outside of normal business hours.

- e. Equipment pickup and delivery as a flat rate. Flat rate is defined as the total cost for the roundtrip of equipment from Jupiter, Florida to the repair shop and from repair shop back to Jupiter, after repairs are completed.

\$450.00

- f. Any other pricing information that may be applicable to this contract.

N/A

TOWN OF JUPITER RFQ:

**REPAIR OF PUMPS AND
ELECTRIC MOTORS (W2414)**

TRIPP ELECTRIC MOTORS, INC.

1225 NW AVENUE L

BELLE GLADE, FL 33430

561-996-3333

WWW.TRIPPMOTORS.COM

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1. Addendum No. 1
2. Qualifications
 - a. Letter of Transmittal
 - b. Statement of Non-collusion
 - c. Capability Statement
 - d. Proposer's Questionnaire
 - e. Copies of Requested Documents
3. References
 - a. Martin County
 - b. Palm Beach County
 - c. City of Lake Worth
 - d. Palm Beach County School District
 - e. Okeelanta, a subsidiary of Florida Crystals
4. Shop Location
5. Approach to Responsiveness, Communication, and Quality Assurance/Quality Control
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7. Addendum No. 2
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9. E-Verify Statement and Affidavit
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UTILITIES DEPARTMENT

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

ISSUED: JANUARY 4, 2024
PROJECT TITLE: REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

The Contract Documents shall include the following:

IN THE RFQ DOCUMENT

DELETE the Request for Qualifications document in its entirety and **REPLACE** it with the revised Request for Qualifications document included with this Addendum. This revision extends the RFQ submittal deadline to January 24, 2024 at 2:00pm and clarifies qualifications and scoring criterion.

THIS SPACE IS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.



January 23, 2024

Town Clerk, Town of Jupiter
210 Military Trail
Jupiter, FL 33458

RE: RFQ for Repair of Pumps and Electric Motors (W2414)

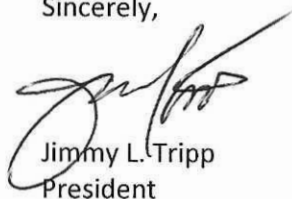
Dear Sir/Madam:

Tripp Electric Motors, Inc. is a family owned and operating business in Palm Beach County since 1964 and is committed to providing South Central Florida industries with the highest quality service and products of electric motors and pumps. Our mission is to be successful by effectively utilizing the philosophies of high quality, advanced techniques, and customer service. The caliber and diversity of service we have provided to our clients has positioned us as one of the top electric motor service companies in our region. We are set up to meet the electric engineering requirements necessary for electro-mechanical repair service, the repair and/or rebuilding and rewinding of electric motors and submersible pumps, and the redesign of all AC/DC electric motors. Our full-service repair facility and knowledgeable 22-member staff including our owners, Jimmy and Ashley Tripp, have over 300 hundred years of combined experience that allows us to accommodate electric motor repairs up to 3,500 HP and a variety of pump repairs with flow capacities of 2,000 to 6,000 gallons per minute. Our services, including our field maintenance services, are available to you 24/7 365 days a year to provide maintenance management and technical assistance when you need it. Our repair activity is documented to provide probable cause of failure, allowing your reliability teams to take corrective action and reduce premature failures.

We are pleased to submit our proposal for the above-referenced RFQ, including Addenda No. 1 and No. 2, with a full understanding of its scope of services' requirements and declare that it is made without collusion with any other person or entity submitting a proposal pursuant to it. This proposal is effective for a period of not less than 90 days from the date of receipt.

We are a U.S Army Veteran and Woman owned business and have never had any discriminatory complaints filed against us. We also have been, since our inception, an active member of Electrical Apparatus Service Association (EASA) whose mission is to educate, inform and promote the highest standards of performance and ethics for the benefit of the electro-mechanical apparatus industry. With our management team's direct knowledge of the industry, extensive years of hands-on experience, and exemplary people skills reflected in our staff's tenure, we feel certain we will enhance your productivity and look forward to your favorable reply to our proposal.

Sincerely,



Jimmy L. Tripp
President



NON-COLLUSION CERTIFICATION

**Project Title: RFQ for Repair of Pumps
and Electric Motors (W2414)**

I (we) hereby certify that if the contract is awarded to Tripp Electric Motors, Inc., that no members of the elected governing body of Town of Jupiter nor any professional management administrative official or employee of the Town, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Name of Authorized Official:

Jimmy L. Tripp

Title of Authorized Official:

President

Signature of Authorized Official:


1/23/2024

Date:



TRIPP Electric Motors, Inc. provides quality industrial electric motor and pump repair services throughout South Central Florida. The owners, Jimmy and Ashley Tripp, have mechanical and sales background and are lifelong members of the community. The owners' reputation for innovation, integrity, and quality of work and performance with their established business contacts, helped exponentially expand their shop.

For over three decades, TRIPP Electric Motors, Inc. has configured a staff who is equipped to handle many tasks. These individuals, who are all local to the community, have expended much effort to enhance their training and gain additional knowledge in the electric motor repair arena to better serve our clients. TRIPP Electric Motors, Inc. has a management team with direct knowledge of the industry, extensive years of hands-on experience, and exemplary people skills reflected in the staff's tenure. The company's management team consists of people with broad backgrounds in electricity, mechanics, and sales. The management staff consists of owners Jimmy and Ashley Tripp, Josh Tripp, Sales/Technical Manager, and Alberto Garcia, Project Manager. Managerial expertise and industry experience have developed the company's reputation for exceptional quality, timely performance, and competitive pricing. Throughout its existence, the company has worked very hard to construct its shop floor and fill it with the equipment and support structures capable of handling significant and diverse amounts of business. TRIPP's business development has been an added value to its clients by facilitating a service that positively impacted their goals to improve their levels of uninterrupted work time.

TRIPP employs twenty-two full-time personnel consisting of highly skilled industrial technicians, field vibration analysts, precision welders, pump technician, and expert winders. There are seven departments: administration, sales / technical assistant, machining / fabrication, mechanical, rewinding, reliability / predictive testing, and field services.

TRIPP Electric Motors provides services for public utilities throughout South-Central Florida, ranging from Orlando south to the Florida Keys. The scope of services includes, but is not limited to: labor, materials and services necessary for repair and/or replacement of motors, pumps, generators, blowers and all related equipment used by the utility facilities. Some examples of electro-mechanical equipment jobs include:

- Propeller Pumps
- Deep Well Turbine Pumps
- Submersible Turbines
- Wastewater Pumps
- Centrifugal Water Pumps
- Electric Motors from fractional size to 2500+HP
- Sump Pumps
- Progressive Cavity Pumps
- Vertical Turbine Pumps
- Split Case Horizontal Pumps
- Comminutor/Grinder Pumps
- Booster Pumps
- Propeller Pumps
- Chiller Pumps
- Rotary Gear Pumps



**1225 N.W. AVENUE L
P.O. BOX 1059
BELLE GLADE, FL 33430-1059
OFFICE (561) 996-3333 FAX (561)996-1811**

Part VI – Proposer’s Questionnaire

PROPOSER’S QUESTIONNAIRE REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 23rd day of January, 2024.

Tripp Electric Motors, Inc.
Name of Organization/Proposer

Submitted by: Jimmy L. Tripp, President
Name and Title

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)
2. If a Corporation, answer the following:

When incorporated November 12, 1992

In what State Florida

Name of Officers:

President Jimmy L. Tripp

Vice President Ashley T. Tripp

Secretary Ashley T. Tripp

Treasurer Jimmy L. Tripp

Part VI – Proposer’s Questionnaire (continued)

3. If a Partnership, answer the following:

Date of organization N/A

General Limited Partnership _____

Name and address of each partner:

4. Firm’s name and main office address, telephone, fax number, and e-mail address, or primary contact person for this Proposal:

Tripp Electric Motors, Inc.

1225 NW Ave L, Belle Glade, FL 33430

561-996-3333 (o), 561-996-1811 (f), jimmy@trippmotors.com

5. Firm’s previous names (if any) What year(s)

N/A _____

6. How many years has your organization been in business? 31

7. Describe organization profile, including the size, range of activities, licenses, etc.

In our Letter of Transmittal, we include our company's profile, size, and general range of our services. Our line card and brochure provided in Section 13 of this RFQ, give more details of our services and equipment we utilize in the repair, redesign and rewinding of AC/DC motors and pumps. Our business licenses for Palm Beach County and the City of Belle Glade are provided as proof of our business location (Section 2). We are incorporated in the State of Florida and have provided our Certification of Corporation from the Department of State (Section 2). Lastly, we have been an active member of EASA and are providing our current membership certification (Section 2). EASA strongly encourages its members to represent the electrical apparatus sales and service industry with the highest quality of business integrity, ability and service by means of being able to complete and make good on any job or warranty work as well as being financially and environmentally responsible.

Part VI – Proposer’s Questionnaire (continued)

8. Number of full-time personnel:

	Current	Maximum	Minimum
a. Partners	2	2	2
b. Managers/Supervisors	3	3	3
c. Field Technicians	2	2	2
d. Shop Staff	14	14	14
e. Other Staff	1	1	1
f. Total number of fulltime personnel	22	22	22

9. What is the experience of the key personnel, of your organization who will be assigned to work under this contract?

	Name & Title	Years of Electric Motor Repair Experience	Years of Experience Spent performing repairs of industrial pumps and motors	In What Capacity
M	Jimmy L. Tripp, Owner	32	32	Full range of pump and electric motor repair and testing services
	Alberto Garcia, Project Mgr.	23	23	Full range of pump and electric motor repair and testing services
	Josh Tripp, Technical/Sales	10	10	Full range of pump and electric motor repair and testing services

10. Firm’s experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed
Jimmy L. Tripp	Full range of pump and electric motor repair and testing services
Alberto Garcia	Full range of pump and electric motor repair and testing services
Josh Tripp	Full range of pump and electric motor repair and testing services

Part VI – Proposer’s Questionnaire (continued)

11. Provide an organizational chart identifying the role and description of key personnel proposed. (Attach org chart).

See Exhibit B for Tripp Electric Motors' Organizational Chart

12. State your firm’s commitment to perform in a timely fashion:

Our Company fully understands that time is of the essence as it relates to pump and electric motor repairs and services. We will work aggressively to increase workflows and levels of efficiency by daily monitoring your jobs in progress. Upon notice of the Town of Jupiter, equipment will be picked up within 24 hours. Status updates of work in progress will be given weekly and equipment returned within 48 hours of completion. We are fully committed to complying with the Town of Jupiter's expectations as laid out in Part II - Statement of Work of this RFQ (W2414).

13. List current and past contracts and customers/clients for similar pump and motor repair contracts held with the Respondent to this RFQ.

Contract Name, Value, and Year	Customer/Client Name	Phone No.	Email Address and Physical Address
RFB 2023-3545 Motor & Pump Repair \$1.5M/yr, NOV2023	Martin County	772-828-9071	jvazquez@marting.fl.us 2401 SE Monterey Rd. Stuart, FL 34996
23-011/MB Pump, Motor & Equipment Services, \$2.1M/yr, MAY2023	Palm Beach County	561-449-5315	djimenez@pbcwater.com 12751 Hagan Ranch Rd. Boynton Beach, FL 33437
Pump, Motor & Equipment Services, \$150K/yr, SEP2023	City of Lake Worth	561-586-1719	jlove@lakeworthbeachfl.gov 7 N Dixie Hwy Lake Worth, FL 33460
20C-2T Pump & Motor Repair Services, \$100K/yr, AUG2022	Palm Beach Co. School District	561-687-7051	thanh.truong@palmbeachschools.org 3300 Forest Hill Blvd West Palm Beach, FL 33406

14. Submit the current and projected workloads of identified key personal to be assigned to this contract.

Name	Current and Projected Workloads
Jimmy L. Tripp	Overseeing all operations and administration of Company on a daily basis
Alberto Garcia	Daily overseeing and managing all jobs and personnel assigned to repair equipment
Josh Tripp	Providing customer service, technical support, scheduling on a daily basis

Part VI – Proposer’s Questionnaire (continued)

15. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

Our pricing strategy for electric motor and pump components has been developed by conducting a thorough time study analysis on a frequent basis. This involves tool and cutter selection based on the operations to be performed and the material being processed. Repairing, traverse, and material handling times are calculated based on known feeds, speeds, and rapid traverse rates. Our analysis steer our purchasing practices to be more cost beneficial from our vendors, thus heightening our ability to reduce costs and pass on the savings to our clients.

16. Describe your billing process. How is time tracked and billed? How are budgets tracked? How will estimate overruns to the Town be avoided? How and when will the Town be notified of potential estimate overruns?

Our Company utilizes accounting software to track and manage our labor and material costs. We will fully comply with the Town of Jupiter's billing requirements as set forth in this RFQ. For example, upon acceptance of our job estimate and receipt of the Town's purchase order, we will commence repairs accordingly. Billing is broken down into two parts: labor (i.e. disassembly, evaluation, repair, transportation) and parts. If any changes to the scope of work are required and adds additional costs to original estimate, we will immediately notify the Town's purchasing department prior to commencement of additional work. Once approved, a change order to our estimate will be issued to include the additional costs and work will commence.

17. Has the proposer or any principals of the applicant organization refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

18. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (X)

If yes, please explain:

Part VI – Proposer’s Questionnaire (continued)

19. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

N/A

20. List any judgments from lawsuits in the last five (5) years:

N/A

21. List any criminal violations and/or convictions of the proposer and/or any of its principals:

N/A

22. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm’s capabilities:

Our customers have rated our quality of work and timely services at reasonable prices as the key components they choose us over our competitors. Additionally, we are the only electro-mechanical shop in our region of South Florida that is equipped for large, industrialized motor repairs as well as high volume pump repairs. Our location allows ease of access and time to market for our clients.

23. Proposer must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

(End of Proposer’s Questionnaire)



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1233 NW AVENUE L
BELLE GLADE, FL 33430

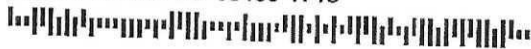
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
EQUIPMENT REPAIR SERVICE	TRIPP JIMMY & ASHLEY		B23.686854 08/08/2023	\$33.00	B40104098

This document is valid only when receipted by the Tax Collector's Office.



18
7-4043

TRIPP ELECTRIC MOTORS INC
TRIPP ELECTRIC MOTORS INC
1233 NW AVENUE L
BELLE GLADE FL 33430-1719



STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200201934
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

JIMMY & ASHLEY TRIPP
(561)996-3333

CITY OF BELLE GLADE FLORIDA
BUSINESS TAX RECEIPT
110 Dr Martin L. King Jr Blvd W Belle Glade, FL
October 1, 2023- September 30, 2024

No: 3265

Date: 7/26/23

Address: 1225 N W AVENUE L
BELLE GLADE, FL 33430
Activity: REPAIR (Mobile Repair/Service License)
ELECTRIC MOTORS

BUS TAX 73.87
PENALTY
TRANSFER
SERVICE

Issued to: TRIPP ELECTRIC MOTORS INC
JIMMY & ASHLEY TRIPP
P O BOX 724
BELLE GLADE, FL 33430

Total Paid 73.87
Due Oct. 1 81.26
Due Nov. 1 84.95
Due Dec. 1 88.64
Due Jan. 1 92.34

[Signature]
LICENSE OFFICIAL

MUST BE POSTED CONSPICUOUSLY AT YOUR BUSINESS

State of Florida

Department of State

I certify from the records of this office that TRIPP ELECTRIC MOTORS, INC. is a corporation organized under the laws of the State of Florida, filed on November 12, 1992.

The document number of this corporation is P92000005230.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 23, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2024*




Secretary of State

Tracking Number: 8034447353CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EASA MEMBER

This Certifies that

Tripp Electric Motors, Inc.
Of Belle Glade, FL

*is an Active Member of the Association and, as such, is entitled
to all the rights and privileges pertaining thereto.*

2024-2025



This Certificate Expires March 31, 2025


President & CEO



Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: <u>Tripp Electric Motors, Inc.</u>	
Reference: <u>Martin County</u>	Fax #: <u>772-692-7381</u>
Email: <u>jvazquez@martin.fl.us</u>	Telephone #: <u>772-828-9071</u>
Person to Contact: <u>Jorge Vazquez</u>	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: <u>Tripp Electric Motors, Inc.</u>	
Reference: <u>Palm Beach County</u>	Fax #: <u>561-242-6715</u>
Email: <u>djimenez@pbwater.com</u>	Telephone #: <u>561-449-5315</u>
Person to Contact: <u>Daniel Jimenez</u>	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: <u>Tripp Electric Motors, Inc.</u>	
Reference: <u>City of Lake Worth</u>	Fax #: <u>561-586-1750</u>
Email: <u>jlove@lakeworthbeachfl.gov</u>	Telephone #: <u>561-586-1674</u>
Person to Contact: <u>Judith Love</u>	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414	
Title: Repair of Pumps and Electric Motors	
Proposer/Respondent: <u>Tripp Electric Motors, Inc.</u>	
Reference: <u>School District of Palm Beach Co</u>	Fax #: <u>561-687-7062</u>
Email: <u>thanh.truong@palmbeachschools.org</u>	Telephone #: <u>561-687-7051</u>
Person to Contact: <u>Thanh Truong</u>	

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

RFQ Number: W2414

Title: Repair of Pumps and Electric Motors

Proposer/Respondent: Tripp Electric Motors, Inc.

Reference: Okeelanta Corp. (Florida Crystals)

Fax #: 561-996-1201

Email: james.crawford@floridacrystals.com

Telephone #: 561-996-9072 x25364

Person to Contact: James Crawford

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference for the above referenced contract. Please complete the information below and return via e-mail within three (3) business days to UBO@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Were project deadlines (if any) completed on time and within scope? _____

If not, indicate why: _____

Describe processing errors discovered during contract term (if any)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	Qualifications	Budget Control	Final Product	Cooperation	Reliability

Would you contract with this firm again? Yes () No () Maybe ()

SHOP LOCATION

A Tripp Electric Motors Inc Services, 1225 NW Avenue L, Belle Glade, FL 33430

58 min , 56 miles

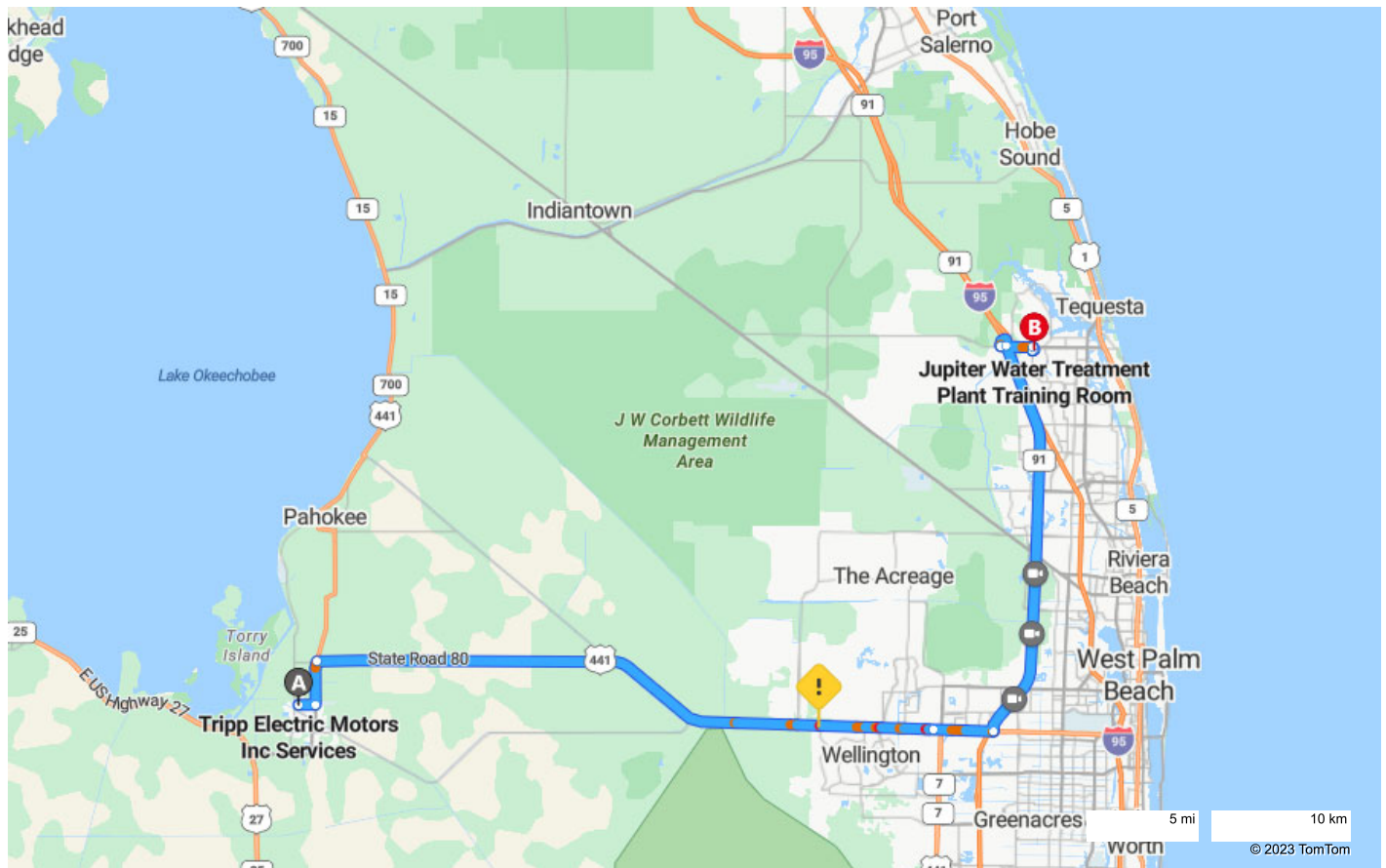
Light traffic

Via US-441 S, FL-91 N

B Jupiter Water Treatment Plant Training Room

· Toll on route

TRIPP Electric Motors, Inc. has one location site which is in Belle Glade, Florida. We occupy 12,000 square feet of shop floor and 3,000 square feet of offices for administration, marketing, and a client service/quality assurance area. We are located 56 miles from the Town of Jupiter Water Treatment Plant, an hour drive from our shop. Our Company fully understands that time is of the essence as it relates to pump and electric motor repairs and services. Upon notice of the Town of Jupiter, equipment will be picked up within 24 hours. Status updates of work in progress will be given weekly by our management team as noted in Part VI, 9 – Proposer's Questionnaire. Equipment will be returned within 48 hours of completion. We are fully committed to complying with the Town of Jupiter's expectations as laid out in Exhibit A – Scope of Services of this RFQ (W2414).



Approach to Responsiveness, Communication, and Quality Assurance / Quality Controls

TRIPP Electric Motors is committed to providing the Town of Jupiter superb, on-the-spot customer service and fast delivery for your equipment repairs. We know that pumps and motors don't quit when the workday is over. That's why when service emergencies arise, our company is available 24/7 to keep you operating around the clock. As hours for repairs of motors vary based upon emergency and non-emergency repairs, it is always our objective to grant our response time in accordance with the customer's requirements and productivity needs. In some special cases we can accommodate same day service.

Once the equipment has arrived at our shop, we will immediately begin our evaluation for repairs. Next our management team will communicate the repair recommendations, time of completion, and cost to fix with the appropriate Town's personnel. During the time the equipment is being repaired, we will give status updates at least once per week.

Our standard for setting quality services through innovative solutions in South Florida has made us a certified warranty repair facility for a number of manufacturers. We have the engineering expertise to rebuild, rewind, and repair pumps and motors to manufacturer's specification for almost every type and size AC/DC motor, pump, or generator. We sell and service AC and DC motors, blowers, centrifuges, control systems, fans, gearboxes and reducers, generators, pumps, shafts, vacuum pumps, variable frequency drives, and more.

Our quality assurance and controls are ensured by our state-of-the-art facility which employs a wide assortment of specialized equipment, including diagnostic and analysis, and our staff of highly skilled professionals who operate it.

Tripp Electric Motors, Inc. is not only committed to just repairing equipment but aesthetically returning it to its manufactured appearance. We have sandblasters, hot water pressure cleaner, and solvent cleaning parts washers that we use to clean equipment. All apparatus serviced by Tripp is painted upon completion of repair. We utilize industrial performance paint specific for the requirements of the electrical apparatus and/or as specified by our client.



TOWN OF JUPITER

RFQ for Repair of Pumps and Electric Motors (W2414)

DEMONSTRATION OF COMPETITIVE AND FAIR PRICING

	HOURLY RATES				EQUIPMENT PICKUP AND DELIVERY (e.)
	MECHANICS (a.)	MACHINISTS (b.)	REMOTE MECHANICAL SERVICES (c.)	AFTER HOURS EMERGENCY SERVICES FOR REMOTE MECHANICAL SERVICES (d.)	
Standard Working Hours (Monday - Friday, 8:00 AM to 5:00 PM)	\$ 56	\$ 56	\$ 95	\$ 143	
Non-Standard Working Hours (Monday - Friday, 5:01 PM to 7:59 AM, Weekends, and Holidays)	\$ 85	\$ 85	\$ 143	\$ 143	
After Hours Emergency Services	\$ 85	\$ 85	\$ 143	\$ 143	
Flat Rate					\$ 65



Invoice

Date	Invoice #
1/17/24	39435

Bill To
XYZ Water Works

Ship To

SAMPLE

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
SEE BELOW	Net 30	JLT	1/17/24	Our Truck		
Quantity	Item Code	Description			Price Each	Amount
		400 HP MWI pump, 460V, Model SEA354				
185	HR	Shop labor to overhaul pump, balance rotating assembly, repair housing, machine ss wear ring			x.xx	xxxx.xx
30	HR	Shop labor-Sandblast Pump			x.xx	xxxx.xx
85	HR	Machine Shop labor to Machine Adapter Wear Ring, Bearing Spacers, Shaft Sleeve Locking Ring, Macnie Seal Fit			x.xx	xxxx.xx
1	PARTS	Qty 6-Drive Bearings, Column, 316 Line Shaft, 316 Bowl Shaft, SS Wear Ring, Qty-1 Flowserve 316S.SS Cartridge Seal SC/SC/V, Casing Gaskets, Qty-1 S.S. Shaft Sleeves, A-36 Steel Material, 15Lb's Ceramic Material, S.S. Socket Head Screw's, 316 S.S. Flange Bolts, Flange Gasket, Tnemec Base Coat, Exterior Coat, Tnemec Thinner, Flange Gaskets. Wear Rings, Self Locking Bearing Retainer Nut, Bearing spacer material., O-rings			xxxxxx.xx	xxxxxx.xx
32	HR	Shop labor to sand blast and apply ceramic coating			xx.xx	xxxx.xx
24	SERVICE	Service Call-Remove / Install Pump / Motor / Adjust Seal (2ea Tech @12HRS Ea)			xx.xx	xxxx.xx
Thank You For Choosing Tripp Electric Motors For Your Equipment Repair Needs!!					Total	xxxxxx.xx



UTILITIES DEPARTMENT

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

ISSUED: JANUARY 22, 2024
PROJECT TITLE: REPAIR OF PUMPS AND ELECTRIC MOTORS (W2414)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Proposal form.**

The Contract Documents shall include the following:

IN THE RFQ DOCUMENT

PART IV – EVALUATION OF QUALIFICATIONS, 4.1 OVERVIEW

DELETE Section A. General in its entirety and **REPLACE** it with the revised Section A. General included with this Addendum.

THIS SPACE IS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.

4.1 OVERVIEW

- A. General** – The Town of Jupiter (Town) shall be the sole judge of their own best interests, the proposal, and the resulting negotiated agreement. The Town’s decisions will be final.

The Town’s evaluation criteria will include, but shall not be limited to, consideration of the following:

	CRITERION	POINTS
1	Letter of Transmittal and Qualifications of Proposer and Subcontractors	20
2	References from current and previous contracts of comparable size and scope of work.	20
3	Shop Locations and ability to meet equipment pick up requirements	15
4	Approach to Responsiveness, Communication, and Quality Assurance/Quality Control Practices	15
5	Demonstration of Competitive and Fair Pricing	<u>20</u>
6	Organization and Completeness of Proposal	10
	Total Maximum Points	100

END OF ADDENDUM 2

Part V – Proposal Form

Proposer Company Name: Tripp Electric Motors, Inc.

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR THE
CONTINUING SERVICES CONTRACT FOR THE
REPAIR OF PUMPS AND ELECTRIC MOTORS (W2214)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Proposer does declare that no person or persons other than the Proposer herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined this Request for Qualifications and is thoroughly familiar with its provisions and with the quality, type and Scope of Services called for in the Statement of Work and the general scope of services as follows:

The Town of Jupiter, Florida is requesting proposals from pump and motor repair firms with qualified staff to provide professional repair services on a continuing basis for the Town of Jupiter's Utilities System. Services performed under this Contract will relate to the maintenance, repair, troubleshooting, and installation of water pumps and electric motors. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, provide pump curves and detailed shop reports and recommendations on all work performed, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services. The Proposers shall have extensive experience with the following:

- Repair, troubleshoot, test and install axial flow, split case centrifugal and staged vertical turbine pumps with a flow capacity of 2000 to 6000 gallons per minute.*
- Repair, troubleshoot, test and install three-phase, 480-volt, fan cooled and totally enclosed fan cooled electric motors with a horsepower of 50 to 350.*

This contract for services may be issued for an initial contract period of two (2) years, with the option to renew annually, by mutual agreement for three (3) additional one (1) year terms up to a cumulative total of five (5) years.

The undersigned further declares that he/she proposes to provide the services required by the contract within the specified time in this RFQ for the prices indicated within their proposal and/or negotiated thereafter as part of the Selection Committee review and negotiation process.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and TOWN may choose to offer the contract to the next Proposer or re-bid the contract.

The undersigned understands and accepts that the Contract commences on date of the agreement and that the Contract contains the option for annual renewal, by written mutual agreement for three (3) additional one (1) year periods up to a cumulative total of five (5) years.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electric funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 & 2 (insert number) Addenda for this Bid.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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PROCEED TO NEXT PAGE

E-Verify Statement

TRIPP Electric Motors utilizes a payroll leasing company, Vensure, that manages our human resources. We were informed by them on 1/22/2024 per Chapter 448 Section 095 F.S. statement regarding employee leasing companies, that since our company employs less than 25 employees, they are not required to verify employment eligibility unless that client requests it of them. Unfortunately, we have had miscommunication with them as we were told in the past that all our employees were E-Verified. Please note that we are now in the process of rectifying this and should be in full compliance with the requirements of this bid prior to contract awarding.

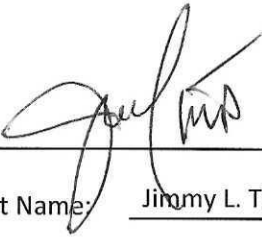
In the meantime, we can attest that all our staff members are all eligible employees authorized to work in the United States according to the standards of E-Verify. We also are submitting our "Contractor E-Verify Affidavit" with our bid and will forward our E-Verify registration upon our receipt of it.

Contractor E-Verify Affidavit

I hereby certify that Tripp Electric Motors, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tripp Electric Motors, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Jimmy L. Tripp
Date: January 23, 2024

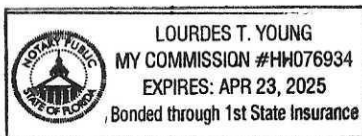
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 23rd of January, 2024 by Jimmy L. Tripp, President (name of officer or agent, title of officer or agent) of Tripp Electric Motors, Inc. (name of contractor company acknowledging), a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public



LOURDES T. YOUNG

Name typed, printed or stamped

My Commission Expires:

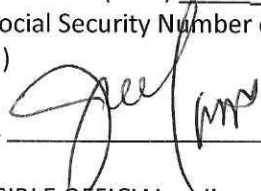
The undersigned states that this proposal is the only proposal for this contract for which he/she is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE January 23, 2024

FIRM NAME Tripp Electric Motors, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 65-0373189

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Jimmy L. Tripp

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL jimmy@trippmotors.com

BUSINESS ADDRESS 1225 NW Avenue L, Belle Glade, FL 33430

BUSINESS TELEPHONE 561-996-3333

STATE OF INCORPORATION Florida

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

Jimmy L. Tripp, President and Ashley T. Tripp, Vice president, 1225 NW Avenue L, Belle Glade, FL 33430

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

Jimmy L. Tripp, President, jimmy@trippmotors.com, 561-996-3333

Part VII – Draft Contract (Agreement)

CONTRACT (AGREEMENT) BETWEEN THE TOWN OF JUPITER UTILITIES AND [VENDOR]

Repair of Pumps and Electric Motors Contract No. W2414

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Tripp Electric Motors, Inc., 1225 NW Avenue L, Belle Glade, FL 33430, a State of Florida Corporation _____ (FEID number) hereinafter designated as "the VENDOR".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced VENDOR to provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the VENDOR has responded to the TOWN'S solicitation of Qualifications and the VENDOR is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the VENDOR can provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN and the VENDOR hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and agrees to continue to do so through the continuation of this CONTRACT; and

NOW THEREFORE, the TOWN and the VENDOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. The VENDOR shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of services, Exhibit "A". The TOWN specifically reserves the right to determine whether a specific task is within the scope of services to be provided by the VENDOR and, further reserves the right to seek the services of other printing vendor firms at any time and for any reason during the course of this CONTRACT. VENDOR understands and acknowledges

that this CONTRACT does not in any way whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The initial term of this CONTRACT is for two (2) consecutive years and shall commence on On the date of Notice to Proceed This CONTRACT may be renewed by mutual written agreement of both parties at the end of the two (2) year term for up to three (3) successive one (1) year terms up to a cumulative total of five (5) years. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The VENDOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The VENDOR shall take all measures necessary to effectuate these assurances.
- 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The VENDOR shall take all

necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. The VENDOR'S invoices shall cover a single calendar month period and shall be accompanied by sufficient supporting documentation for services for which payment is being requested. Invoices shall be sent to the Town's Utility Department within ten (10) days of the calendar month end that is being invoiced.
- 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the VENDOR has performed the work according to the terms and conditions of this CONTRACT.
- 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the VENDOR, the Town shall require the VENDOR to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.

6. INDEMNIFICATION AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the VENDOR shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the VENDOR, its sub-vendors, agents, assigns, or employees in connection with this CONTRACT. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-vendors, agents, assigns, and employees with the terms of this CONTRACT.
- 6.2. The VENDOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR.
- 6.3. The VENDOR shall provide the TOWN insurance certificates, as proof of insurance at the time the VENDOR signs the CONTRACT. The VENDOR shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the VENDOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the VENDOR. The VENDOR shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the VENDOR fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the VENDOR of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the VENDOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the VENDOR for such work until such time as the TOWN determines the exact amount due to the VENDOR.

- 7.3. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 7.4. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1. The VENDOR, its employees, sub-vendors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.
- 8.2. The VENDOR, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of VENDOR nor any of its suppliers, sub-vendors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The VENDOR further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.
- 8.3. The VENDOR shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this CONTRACT. Further the VENDOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The VENDOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the VENDOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The VENDOR is free to provide similar services for others.
- 9.2. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3. The VENDOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The VENDOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The VENDOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the VENDOR'S failure to comply with Chapter 119, F.S. related to public records. The VENDOR shall permit the TOWN or its designated agent to inspect all record maintained by VENDOR OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a VENDOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A VENDOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the VENDOR 'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the VENDOR shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the VENDOR 'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the VENDOR in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the VENDOR responsible if documents are used for other purposes than intended.
- 10.7. The VENDOR shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by VENDOR is specifically required during the occurrence of any of the events herein mentioned.

- 11.2. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.3. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.4. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall

be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 11.5. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.6. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.7. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The VENDOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 11.8. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Vendor and its subcontractors and lower tier subcontractors. The Vendor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the VENDOR is engaged in a business which provides locating services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the VENDOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the VENDOR may perform services for clients who are or may have matters before the Town Council, provided VENDOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the VENDOR'S representation.
- 12.2. VENDOR R represents that is has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, VENDOR further represents that no person having any interest shall be employed for said performance. VENDOR shall notify the TOWN in writing by certified

mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that VENDOR may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by VENDOR, the TOWN shall so state in the notification and VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by VENDOR under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

- 13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Qualifications (RFQ) and all of its addenda, appendices and exhibits which are part of the RFQ set forth above.
 - b. Vendor's Certificate of Insurance
 - c. Vendor's Proposal and all included documents as a response to the TOWN'S RFQ

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

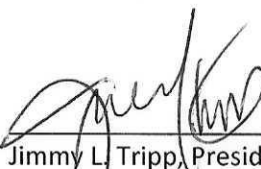
Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VENDOR

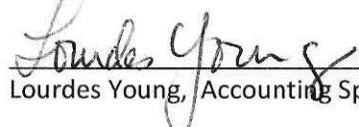
Tripp Electric Motors, Inc.
1225 NW Avenue L
Belle Glade, FL 33430



Jimmy L. Tripp, President

(CORPORATE SEAL)

ATTEST



Lourdes Young, Accounting Specialist

Exhibit B – Organizational Chart

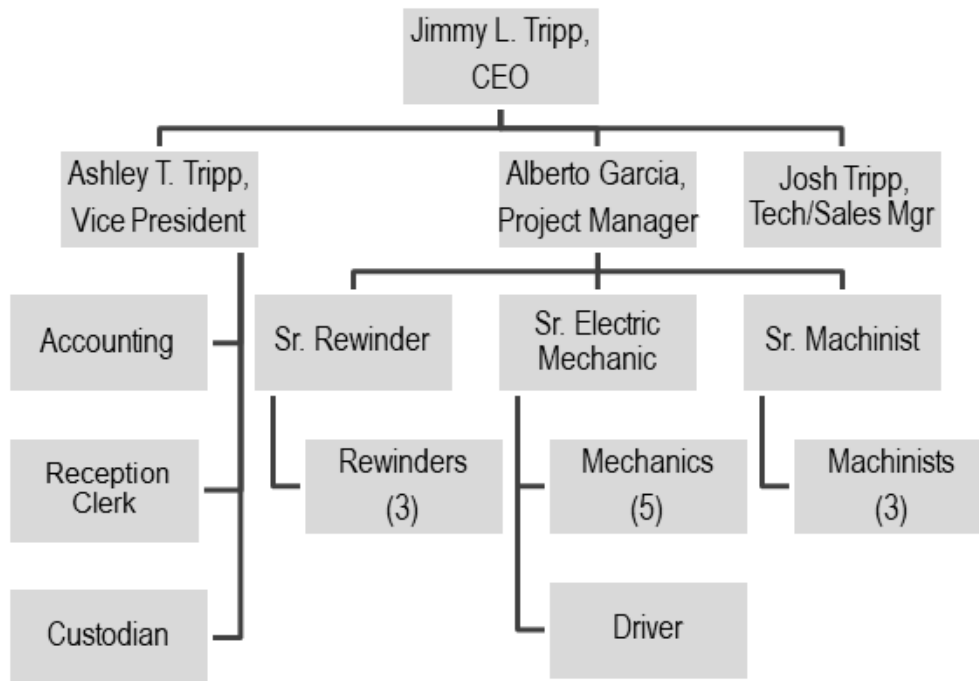


Exhibit C – Vendor’s Proposal

DEMONSTRATION OF PROPOSER’S COMPETITIVE AND FAIR PRICING AS DESCRIBED IN PART III, SECTION 3.2.B-F

	HOURLY RATES				EQUIPMENT PICKUP AND DELIVERY (e.)
	MECHANICS (a.)	MACHINISTS (b.)	REMOTE MECHANICAL SERVICES (c.)	AFTER HOURS EMERGENCY SERVICES FOR REMOTE MECHANICAL SERVICES (d.)	
Standard Working Hours (Monday - Friday, 8:00 AM to 5:00 PM)	\$ 56	\$ 56	\$ 95	\$ 143	
Non-Standard Working Hours (Monday - Friday, 5:01 PM to 7:59 AM, Weekends, and Town Holidays)	\$ 85	\$ 85	\$ 143	\$ 143	
After Hours Emergency Services	\$ 85	\$ 85	\$ 143	\$ 143	
Flat Rate					\$ 65

Exhibit D – Insurance Requirements

The CONTRACTOR shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. WORKER'S COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall comply with applicable State and Federal laws.
2. COMPREHENSIVE GENERAL LIABILITY: Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. BUSINESS AUTO LIABILITY: Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.
4. PROFESSIONAL LIABILITY: Insurance and Indemnification - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONTRACTOR'S responsibility to comply with the requirements of this section on modifications of this section. The Town may at its discretion, require the CONTRACTOR to provide a complete certified copy of its insurance policy(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  GRETCHEN ROBERTSON INS AGY INC 309 NE 2ND ST OKEECHOBEE, FL 34974	CONTACT NAME: TEDDI CROSLYN PHONE (A/C, No, Ext): 863-763-5561 E-MAIL ADDRESS: TEDDI@GRETCHENROBERTSON.COM	FAX (A/C, No): 863-763-1161	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25178
INSURED TRIPP ELECTRIC MOTORS INC 1225 NW AVENUE L BELLE GLADE, FL 33430			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

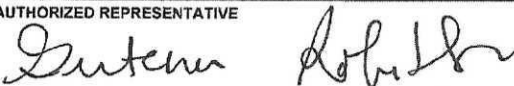
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	G50 5449-D04-59 E28 2971-D24-59 E49-4678-D04-59 E49 4679-D04-59	04/04/2023 04/04/2023 04/04/2023 04/04/2023	10/04/2023 10/04/2023 10/04/2023 10/04/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following auto endorsements apply for the certificate holder named: Martin County Board of County Commissioners 6028BV Additional Insured - Prior Notice; 6196AC Waiver of Subrogation - Liability This insurance is primary with respect to Liability Coverage claims arising out of the ownership, maintenance, or use of the vehicle described on the Declarations of this policy. This insurance is non-contributory, but only with respect to the entity listed for the Waiver of Subrogation Under the Liability Coverage endorsement and with that entity's insurer(s), for Liability Coverage claims arising out of the ownership, maintenance, or use of the vehicle described on the Declarations of this policy. 30 DAY NOTICE OF CANCELLATION APPROVED- RFB2018-3087/MOTOR&PUMP REPAIR

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nexus Partners Insurance 5745 North Scottsdale Road, Suite B120 Scottsdale, AZ 85250	CONTACT NAME: Harbor Certificate Department PHONE (A/C, No, Ext): 281-999-5544 E-MAIL ADDRESS: certs@hapeo.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: StarStone National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Harbor America Holdings, Inc L/C/F Tripp Electric Motors, Inc 2300 Green Oak Drive, Suite 120 Kingwood TX 77339	NAIC # 25496

COVERAGES

CERTIFICATE NUMBER: 74668632

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A	✓	T80230001-843	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of:
Tripp Electric Motors, Inc 11/28/2022
Waiver of Subrogation in favor of certificate holder, as per written contract, while work is performed at or in: FL - Florida

CERTIFICATE HOLDER

FL - Florida

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodie R. Kramer Cole

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ACORD 25 (2016/03)

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Company ID Number: 1634428

Approved by:

Employer Tripp Electric Motors	
Name (Please Type or Print) ASHLEY TRIPP	Title
Signature Electronically Signed	Date 01/27/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/27/2021



Company ID Number: 1634428

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Tripp Electric Motors
Company Facility Address	1225 NW Avenue L Belle Glade, FL 33430
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	650373189
North American Industry Classification Systems Code	811
Parent Company	Tripp Electric Motors
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 1634428



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 1634428

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jeanette Payne
Phone Number 5619963333
Fax 5619961811
Email ainder@trippmotors.com

Name Lulv Young
Phone Number 5619963333
Fax 5619961811
Email lulv@trippmotors.com

Name ASHLEY TRIPP
Phone Number 5619963333
Fax 5619961811
Email ashlev@trippmotors.com



Company ID Number: 1634428



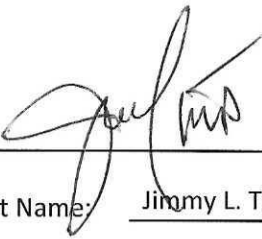
This list represents the first 20 Program Administrators listed for this company.

Contractor E-Verify Affidavit

I hereby certify that Tripp Electric Motors, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tripp Electric Motors, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Jimmy L. Tripp
Date: January 23, 2024

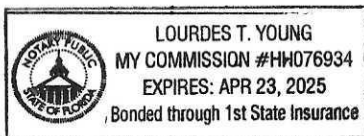
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 23rd of January, 2024 by Jimmy L. Tripp, President (name of officer or agent, title of officer or agent) of Tripp Electric Motors, Inc. (name of contractor company acknowledging), a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public



LouRDES T. Young

Name typed, printed or stamped

My Commission Expires:



1233 NW Avenue L
Belle Glade, FL 33430
561.996.3333

MOTOR REPAIR REPORT



CUSTOMER:

DATE:

**SAMPLE
REPORT**

Motor Repair Report

Report for:

Customer Name:	Location:
----------------	-----------

Motor Description:

Motor HP:	Speed (RPM)	AC or DC:	Manufacturer:
75	1800	AC	G.E.

Tripp Electric Motor's Job Info:

Job Number:	Repair Date:
-------------	--------------

AC MOTOR REPAIR SPECIFICATION

DATE	_____	CUSTOMER PO	_____
JOB NUMBER	_____	CUSTOMER	_____
		CUST MOTOR #	_____

NAMEPLATE INFORMATION

MFGR.	G.E.	MDL NO	5KE365DTT6009
HP	75	SER. NO.	82094332
SPEED	1800	FRAME	L365TP16
STATOR VOLT	460	TYPE	0
AMPS	93	ID NUMBER	STK#V3441

# OF ROTOR BARS	40	# OF STATOR SLOTS	48
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INITIAL CONDITION

DRV END SHFT T.I.R.	_____	KEY WAY	OK
TERM. BOX COVER	_____	DRV END SHAFT	OK
TERM. BOX	_____	DRV END BRG JRNL	3.7405
COUPLING /PULLEY	_____	OPP END BRG JRNL	2.5594
OTHER	_____	ROTOR IMBALANCE	BALANCE
DRV END BRG HOUSING FIT	7.8750 OK		
OPP. END BRG HOUSING FIT	5.5124 OK		
CAUSE OF FAILURE:	BLOWN IN TOP ENDTURN OF WINDING		

BEARINGS

DRV END BRG REMOVED:SIZE	7319	MANUFACTURER	NSK
OPP END BRG REMOVED: SIZE	6313	MANUFACTURER	KOYO
NOTE:			

WINDING

MEG TEST STATOR	0	WINDING CONDITION	SHORTED/GROUNDED
DC HIPOT TEST STATOR	FAIL	CORE CONDITION	_____
SURGE TEST STATOR	FAIL	GROWLER TEST ROT	PASS

AC MOTOR REPAIR SPECIFICATION PAGE 2

DATE	_____	CUSTOMER PO	_____
JOB NUMBER	_____	CUSTOMER	_____

FINAL CONDITION

DRV END SHFT T.I.R.	_____	KEY WAY	OK
TERM. BOX COVER	_____	DRV END SHAFT	OK
TERM. BOX	OK	DRV END BRG JRNL	3.7405
COUPLING /PULLEY	N/A	OPP END BRG JRNL	2.5594
OTHER	N/A	ROTOR IMBALANCE	OK
DRV END BRG HOUSING FIT	7.875		
OPP. END BRG HOUSING FIT	5.5124		

BEARINGS

DRV END BRG INSTALLED:SIZE	7319	MANUFACTURER	KOYO
OPP END BRG INSTALLED: SIZE	6313	MANUFACTURER	NTN
NOTE:			

WINDING

CORE LOSS TEST	_____	STATOR:	OK
CORE REPAIR	N/A	DC HIPOT TEST	OK
CAGE WDG REPAIR	N/A	SURGE TEST	OK
GROWLER TEST ROTOR	OK	PHASE BALANCE	OK
VPI TREATMENT	OK	REWIND	OK
		MEG TEST	2000

NO LOAD TEST

VOLTAGE L1	460	AMPS L1	36
VOLTAGE L2	460	AMPS L2	36
VOLTAGE L3	460	AMPS L3	36
VIBRATION DRV END IN SEC	_____	RPM	1775
VIBRATION OPP END IN SEC	_____		

FULL LOAD TEST

VOLTAGE L1	_____	AMPS L1	_____
VOLTAGE L2	_____	AMPS L2	_____
VOLTAGE L3	_____	AMPS L3	_____
VIBRATION DRV END IN SEC	_____	RPM	_____
VIBRATION OPP END IN SEC	_____		

OUTPUT HORSE POWER

TORQUE

Date: 01-31-2023

Time: 22:46:13

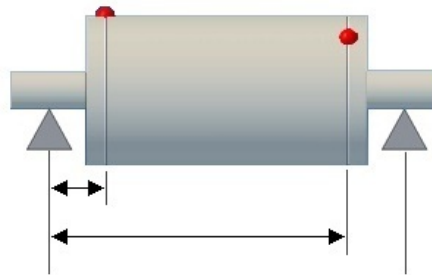
Rotor:
 Customer:
 P.O. Number:
 Comments:

Left
 Radius = 4.5 in

Dimension

A = 0.0 in

B = 0.0394 in



Right
 Radius = 4.5 in

Balancing Speed: 711.0 RPM

Service Speed: 0.0 RPM

	Left	Right
Initial:	0.1466mil @ 158° -2.844gin @ 17° -0.6319g @ 17°	0.1378mil @ 294° -2.084gin @ 103° -0.4632g @ 103°
Final:	0.1466mil @ 158° -2.844gin @ 17° -0.6319g @ 17°	0.1378mil @ 294° -2.084gin @ 103° -0.4632g @ 103°
Tolerance:	0.3mil	0.3mil

ISO Grade: USER - In Tolerance

Rotor Mass: 0.0 Lb

Key Compensation: OFF

Tooling Compensation: OFF

Operator:

Checked By:

Signature: _____

Signature: _____

Balancing Equipment

Instrument: Model 295 Balancing Computer, T Mode

S/N: 1212135

Machine: other

S/N: 007

Test report



Test system	
Test program	
Result	PASS
Test date	2/6/2023 8:00:43 PM
Job no.	
Customer	

Summary

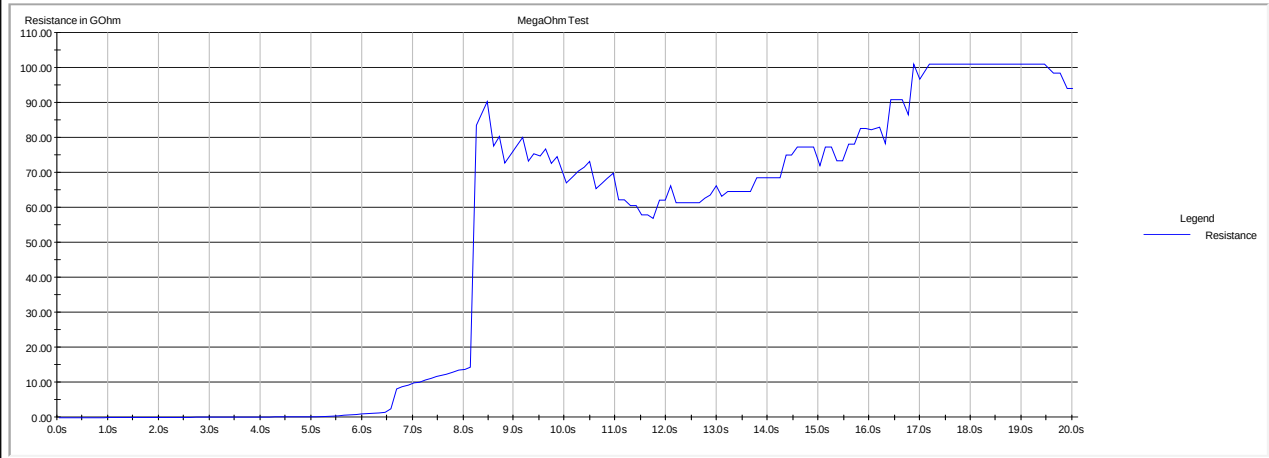
Resistance 1-2	57.91 mOhm (74.0°F)	Tested
Resistance 2-3	57.87 mOhm (74.0°F)	Tested
Resistance 3-1	58.05 mOhm (74.0°F)	Tested
Deviation	0.307 %	PASS
MegaOhm Test	504.7V, 93.983 GOhm, I _{max1} =2.533μA, I _{max2} =0.005μA	PASS
hi-pot	504.6V, >100.000 GOhm, I _{max1} =2.533μA, I _{max2} =0.004μA	PASS
Surge Compare 1-2-3	960V, Cor.=0.6%, Attenuate=0.0%	PASS
Surge 1-2	2100V, EAR=0.0%, Cor.=0.0%, Attenuate=0.0%	PASS
Surge 2-3	2110V, EAR=4.0%, Cor.=0.2%, Attenuate=1.9%	PASS
Surge 3-1	2117V, EAR=3.5%, Cor.=0.1%, Attenuate=2.1%	PASS

Resistance test

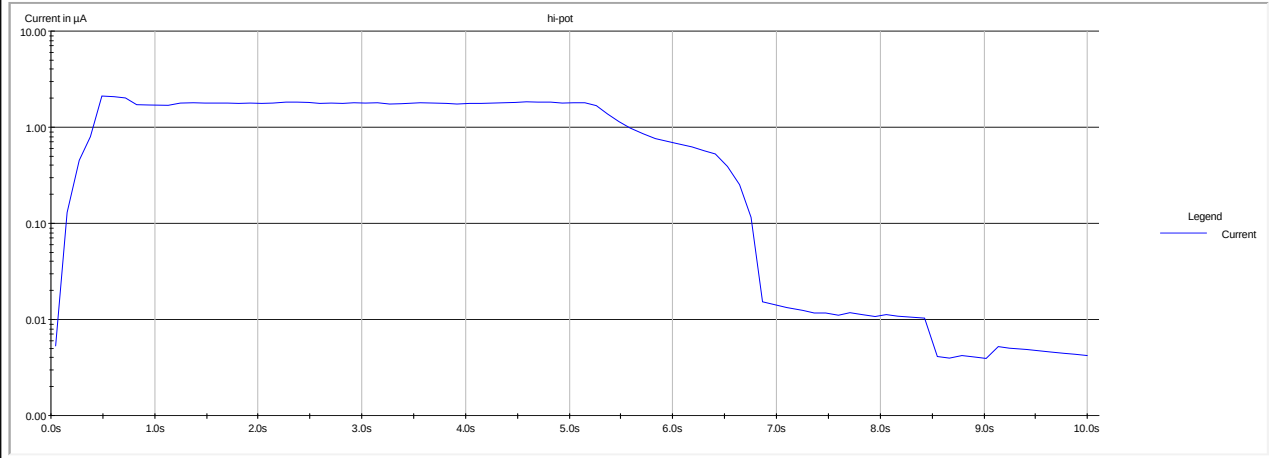
Test step	Set value(s)	Real value(s)	
Resistance 1-2	---	57.91 mOhm (74.0°F)	Tested
Resistance 2-3	---	57.87 mOhm (74.0°F)	Tested
Resistance 3-1	---	58.05 mOhm (74.0°F)	Tested
Deviation	5.000 %	0.307 %	PASS

Insulation test DC

Test step	Set value(s)	Real value(s)	
MegaOhm Test	500.0V, 2.000 MOhm	504.7V, 93.983 GOhm, Imax1=2.533μA, Imax2=0.005μA	PASS



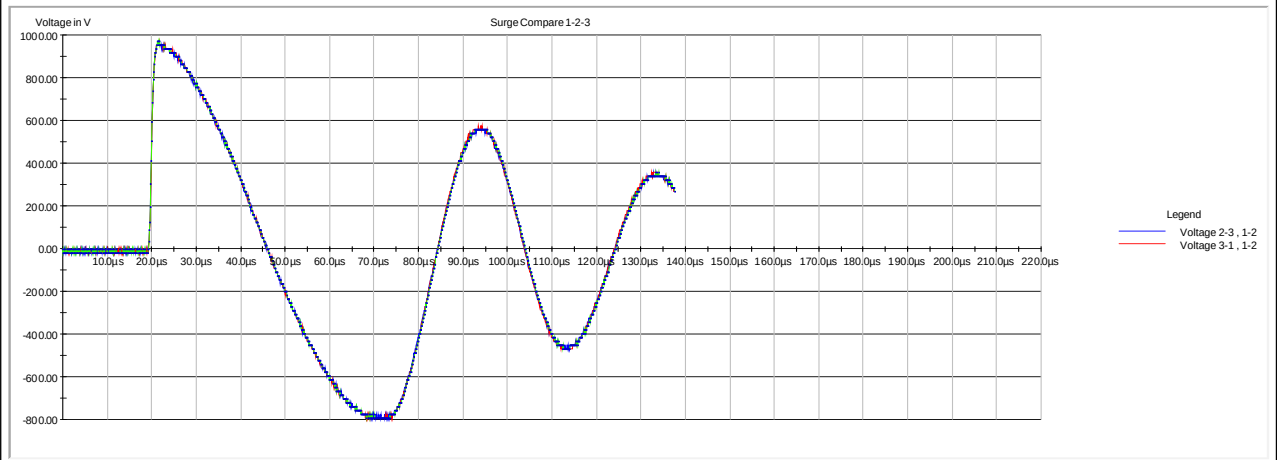
hi-pot	500.0V, 2.000 MOhm	504.6V, >100.000 GOhm, Imax1=2.533μA, Imax2=0.004μA	PASS
--------	--------------------	--	------



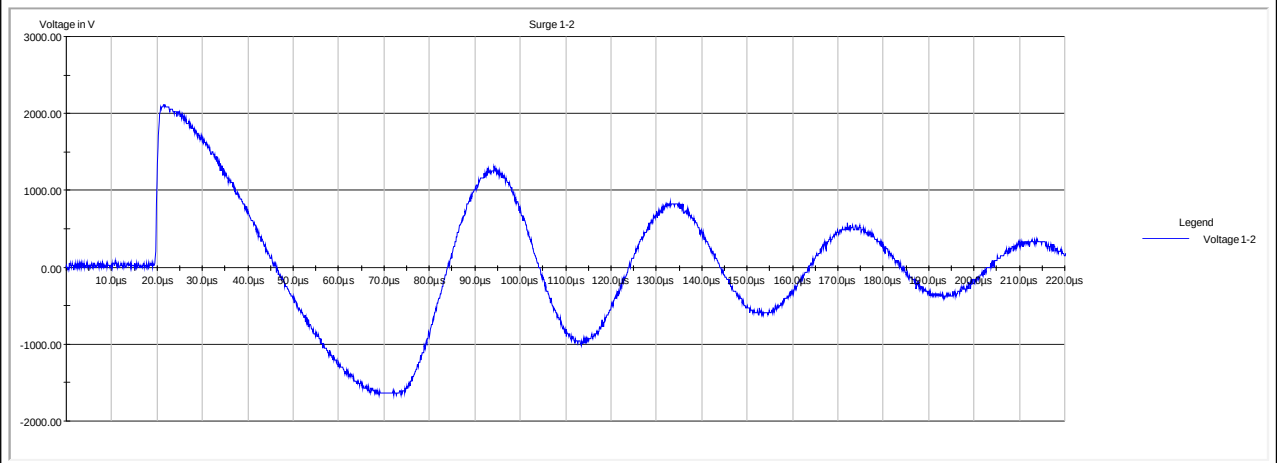
SAMPLE

Surge test

Test step	Set value(s)	Real value(s)	
Surge Compare 1-2-3	1000V, Cor.=10.0%, Att.=10.0%	960V, Cor.=0.6%, Attenuate=0.0%	PASS

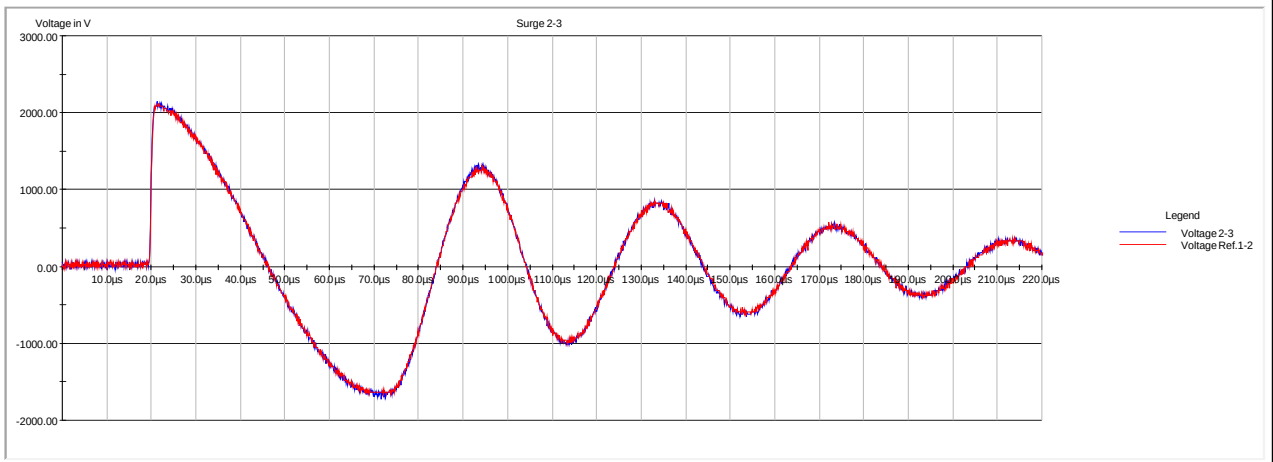


Surge 1-2	2000V, EAR=15.0%, Cor.=10.0%, Att.=10.0%	2100V, EAR=0.0%, Cor.=0.0%, Attenuate=0.0%	PASS
-----------	---	---	------

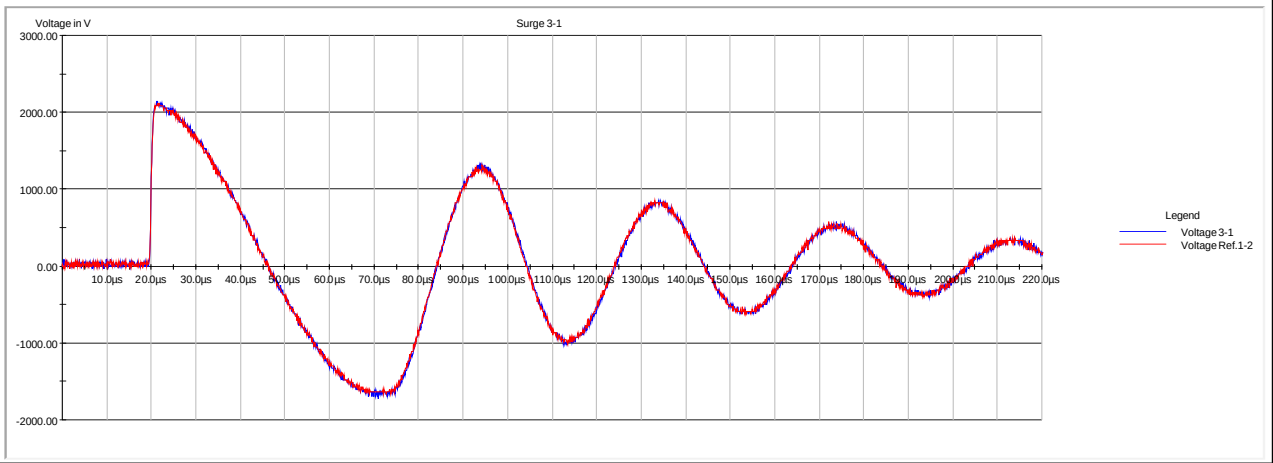


SAMPLE

Test step	Set value(s)	Real value(s)	
Surge 2-3	2000V, EAR=20.0%, Cor.=10.0%, Att.=10.0%	2110V, EAR=4.0%, Cor.=0.2%, Attenuate=1.9%	PASS



Surge 3-1	2000V, EAR=20.0%, Cor.=10.0%, Att.=10.0%	2117V, EAR=3.5%, Cor.=0.1%, Attenuate=2.1%	PASS
-----------	---	---	------



SAMPLE

Insulation test explanations:
Imax1: maximum current during the ramp up
Imax2: maximum current after the test voltage has been reached

Surge test explanations:
Cor.: (Correlation) Being a mathematical procedure to the inquiry of the resemblance of two signals.
EAR.: (Difference surface) determines the originating surface between two curves and compares this.
AREA: the surface is calculated between signal and the zero line and is compared to the reference.
Zero Crossing: with the help of the zero passageways the frequency is determined and compared
Attenuate: Damping of the curve oscillation
Ue: PD start voltage
Ua: PD stop voltage



Stator Core Loss Test Report

Core Test: 01/31/23 04:16:35 PM
 HotSpot Test: / /
 Customer:
 Job
 Phase: Preburnout
 Technician:
 Report Date: 01/31/23 04:20:44 PM

Nameplate Data

Description.....		Frame.....	DEFAULT
Manufacturer....	GENERAL ELECTRIC	Frame Type.....	DEFAULT
Rated Power.....	75.00 HP	Temp. Amb.....	0
Speed.....	1775	Duty Cycle.....	
Rated Voltage...		Serial #.....	
Rated Current...		Model.....	
Phase.....		Style.....	
Frequency.....	60	Attachments....	
Enclosure.....		Insul. Class....	
Rated Efficiency	0.00		

Dimensions

Core Length.....	8.250	Slot Depth.....	1.500
Core Inner Dia.	9.500	# Ducts/Width...	0 0.000
Back Iron Depth.	1.250	# Holes/Diameter	0 0.000

CoreLoss Data

Test Setup

Target Tap.....	30.0	Actual Tap.....	30.0	Target Flux.....	815
-----------------	------	-----------------	------	------------------	-----

Meter Data

Flux.....	814.000	Amps.....	117.000	Watts.....	289.200
-----------	---------	-----------	---------	------------	---------

Results

Loss, Watts/lb...	2.529	Maximum Limit...	10.000
BackIron Flux...	84874	Marginal Limit..	6.000
		Used Dual Cables...	No

Recommendations

Coreloss is within normal range. Check for and mark hot spots by raising amps to between 234 and 351. If no hot spots are found, the core is O.K.

Notes

Hot Spot Data

A Hot Spot test was not completed on this component.



Stator Core Loss Test Report

Core Test: 02/04/23 06:32:39 PM
HotSpot Test: 02/04/23 06:33:41 PM
Customer:
Job
Phase: Postburnout
Technician:
Report Date: 02/04/23 06:35:33 PM

Nameplate Data

Description.....		Frame.....	DEFAULT
Manufacturer....	GENERAL ELECTRIC	Frame Type.....	DEFAULT
Rated Power.....	75.00 HP	Temp. Amb.....	0
Speed.....	1775	Duty Cycle.....	
Rated Voltage...		Serial #.....	
Rated Current...		Model.....	
Phase.....		Style.....	
Frequency.....	60	Attachments....	
Enclosure.....		Insul. Class....	
Rated Efficiency	0.00		

Dimensions

Core Length.....	8.250	Slot Depth.....	1.500
Core Inner Dia.	9.500	# Ducts/Width...	0 0.000
Back Iron Depth.	1.250	# Holes/Diameter	0 0.000

CoreLoss Data

Test Setup

Target Tap.....	30.0	Actual Tap.....	30.0	Target Flux.....	815
-----------------	------	-----------------	------	------------------	-----

Meter Data

Flux.....	812.000	Amps.....	117.000	Watts.....	292.700
-----------	---------	-----------	---------	------------	---------

Results

Loss, Watts/lb...	2.560	Maximum Limit...	10.000
BackIron Flux...	84666	Marginal Limit..	6.000
		Used Dual Cables...	No

Recommendations

Coreloss is within normal range. Check for and mark hot spots by raising amps to between 234 and 351. If no hot spots are found, the core is O.K.

Notes

Hot Spot Data

Test Setup

Target Tap.....	Target Amp Range	234 to 351
-----------------	------------------	------------

Results

Actual Amps.....	291.0	Duration, secs...	69
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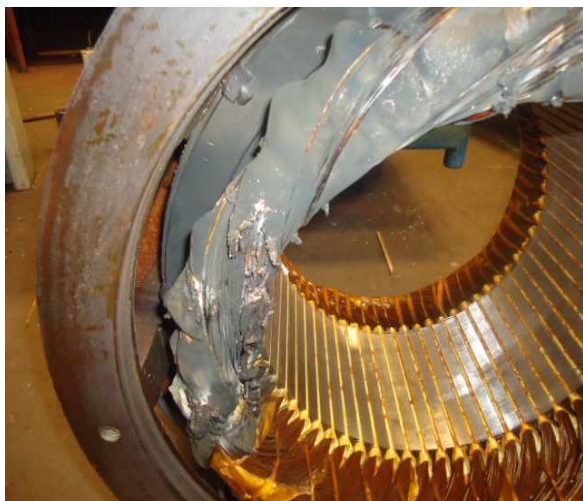


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561.996.3333





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561.996.3333

PUMP REPAIR REPORT

CUSTOMER: XYZ Water Works

Pump Desc: MWI 400 HP Submersible Pump

Pump #2, Station S; Model SEA354)

PO# T50014600A

PREPARED: January 15, 2024



Pump Repair Report

Report for:

XYZ Water Works	Location: Station S; Model SEA354
-----------------	--------------------------------------

Pump Description:

Motor HP: 400	Speed (RPM)	AC or DC: AC	Manufacturer: MWI
------------------	-------------	-----------------	----------------------

Tripp Electric Motor's Job Info:

Job Number: Estimate 22554/ PO T50014600A	Date: 1/15/2024
--	--------------------



PUMP REPAIR SPECIFICATION

DATE	1/6/2024	CUSTOMER PO	T50014600A
JOB NUMBER	32567	CUSTOMER	XYZ WaterWorks
		CUST MOTOR #	Station S; SEA354

NAMEPLATE INFORMATION

MFGR.	MWI	MDL NO	
HP	400	SER. NO.	
SPEED		FRAME	
STATOR VOLT	460	TYPE	Submersible Electric Pump
AMPS		ID NUMBER	Model SEA354

JOB DESCRIPTION:

DISMANTLE / INSPECT / QUOTE - Pump #2 at Pump Station S



Contaminated oil



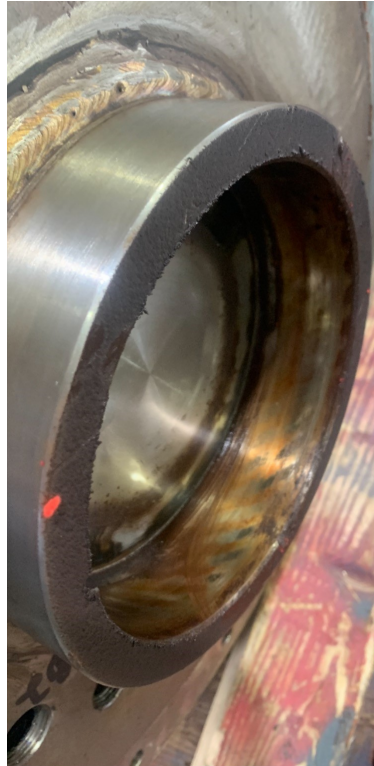
Corroded connection



Corrosion



Fishing line destroyed oil seal



Upper bearing housing damage



Connection block corroded from water intrusion



GET YOUR MOTOR RUNNIN'!

At Tripp Electric Motors, a well-tuned motor is music to our ears.

Rock n' Roll isn't the only thing that can get your motor runnin'. At Tripp Electric Motors, we've been making motors run for over two decades. With the area's most experienced team of electro-mechanical technicians and a fleet of on-call vehicles ready to respond, Tripp Electric Motors is the company that can get you back up when your motors go down.

At Tripp Electric Motors, we specialize in the remanufacturing of AC/DC motors and pumps. Our customers rely on their motors to keep their businesses running 24/7. We know that when a motor goes down, getting it repaired quickly is critical.

EVERYTHING A MOTOR NEEDS

To minimize downtime, we stock a wide variety of motors and parts.

Tripp Electric Motors maintains a large inventory of high quality:

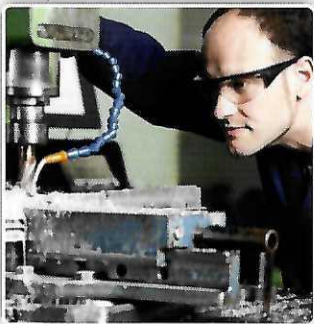
- New and remanufactured AC/DC electric motors
- Pumps
- Motor Controls
- Replacement Parts and Accessories

ON-THE-SPOT SERVICE

At Tripp Electric Motors, Inc. we know that motors don't quit when the workday is over. That's why when service emergencies arise, our technicians and mechanics are on call 24/7 to keep you runnin' round the clock.



Specializing
in the **Repair,**
Redesign &
Rewinding of
AC/DC Motors
& Pumps



Tripp Electric Motors, Inc. is your one source for motor sales, service and repair. **Our wide range of services include:**

- Electric Motor Sales & Repair
- Rewinding & Redesign of Foreign & Domestic AC/DC Motors
- Electro-Mechanical Repair Service
- Pump Sales & Repair Services
- Welder & Gear Box Repairs
- Machine Shop Services
- Fabrication Services

YOUR PARTNER IN MOTORING

Having access to the right information about your company's equipment needs is vital to keeping your business running efficiently. At Tripp Electric Motors, we provide a wide variety of diagnostic and analysis services.

- Field Vibration Analysis & Failure Prediction
- Panel Troubleshooting
- Precision Dynamic Balancing
- Infra-Red Thermography
- Core loss testing and motor circuit analysis
- Core surge and hipot testing
- Solid state starters and brakes inspection

SERVING SOUTH FLORIDA INDUSTRIES SINCE 1992

Many South Florida companies have been relying on Tripp Electric Motors for decades. We provide the sales, service and repair needs for a wide variety of industries including sugar mills and citrus processing plants; vegetable packing houses and other food distributors; water and wastewater treatment plants; construction aggregates and various construction related clients; and shipping and port industries.



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SERVICES WE OFFER

- Predictive maintenance services
- Electric motor repair
- Electric motor rebuilding and rewinding
- Machine shop services
- Fabrication services
- Pump repair
- Electric motor sales

THE INDUSTRIES WE SERVE

- Sugar mills and citrus processing plants using water distribution and reclamation systems, irrigation and submersible pumps
- Vegetable packing houses and other food distributors
- Municipal Water and Wastewater Treatment Plants
- Construction aggregates and various construction related clients
- Shipping and port industries

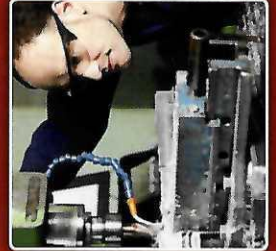
MANUFACTURERS

At Tripp Electric Motors, Inc. we represent hundreds of manufacturers. However, even if your needs require parts or service for equipment from a manufacturer we've not used, we can almost always acquire the product. Please call us today and inquire. A few of the most popular brands we represent include:

- AO Smith
- Baldor
- Barnes
- Dayton
- Flygt
- General Electric
- Goulds
- Homa
- Hydromatic
- Leeson/Lincoln
- Marathon
- US Electric Motors

OUR MISSION

To be successful by effectively utilizing the philosophies of high quality, advanced techniques and customer service in the electro-mechanical industry.



Specializing
in the **Repair,**
Redesign &
Rewinding of
AC/DC Motors
& Pumps



Tripp Electric Motors, Inc.

1225 NW Avenue L
Belle Glade, FL 33430

561.996.3333 or 561.996.3337

FAX: 561.996.1811

EMAIL: contact@trippmotors.com



ABOUT US

Founded in 1992, Tripp Electric Motors, Inc. is a full service electro-mechanical sales, service and repair company. We have the engineering expertise to rebuild, rewind or redesign electric motors; repair submersible pumps and machine parts to manufacturer's specifications. Our state-of-the-art equipment decreases the failure rate of the rewinding process — so you receive the highest quality, most cost effective remanufacturing in the region.

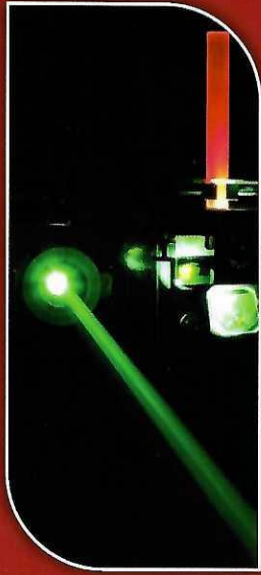
KEYS TO SUCCESS

Tripp provides superb customer service and fast delivery, setting the standard for quality services through innovative solutions.

PREDICTIVE MAINTENANCE

At Tripp, we also perform predictive maintenance inspections at your location to identify electrical and mechanical problems before they cause failure. We also offer scheduled maintenance contracts including electro-mechanical repairs. Our predictive maintenance includes:

- Infrared thermography
- Core loss testing and motor circuit analysis
- Core surge and hipot testing
- Field vibration analysis and failure prediction
- Dynamic balancing
- Panel troubleshooting
- Solid state starters and brakes inspection



EQUIPMENT

Tripp Electric Motors employs a wide assortment of specialized equipment and a staff of highly skilled professionals who operate it. This equipment includes:

- A VPI tank
- 10-ton overhead bridge crane
- 20-ton overhead bridge crane
- 2 crane trucks reaching 30 ft.
- & hoisting 10,000 lbs.
- 4160 test panel
- Laser shaft alignment system
- Precision dynamic balancer
- Computerized core loss tester
- Burnout and bake ovens
- Mill machine
- Voltage testers
- Surge testing
- Meggar
- AC/DC hipot
- PI
- 150-ton vertical press

INFRARED THERMOGRAPHY AND IR-FUSION® ANALYSIS

At Tripp Electric Motors, we also employ infrared thermography analysis, which detects infrared energy emission, converts it to temperature and displays an image of the temperature distribution called a thermograph. However, because infrared images alone are no longer enough to communicate critical information, we've instituted the revolutionary new IR-Fusion® technology.

This technology allows us to capture a visible light image in addition to the infrared image, taking the mystery out of IR image analysis. We now can better identify details, and manage and analyze images by combining both the infrared and visible light images. Using these technologies in tandem, precise and accurate faulty component identification now becomes crystal clear.

REPAIR SERVICES

Tripp Electric Motors is a certified warranty repair facility for a number of manufacturers. We are qualified to handle any type of service from minor repairs to complete rewinds and overhauls of almost every type and size AC/DC motor, pump or generator.

We sell and service: AC and DC motors, blowers, centrifuges, control systems, fans, gearboxes and reducers, generators, manufacturing machinery, pumps, shafts, vacuum pumps, variable frequency drives, and more.

- Motor repair of up to 5,000 HP, 40,000+ pounds
- 17,000 square-foot facility with 25-foot ceilings
- Fully equipped rewind department including latest generation VPI tank that can accommodate 6' x 6' parts
- Fully equipped mechanical department including large parts washer, 11' + bake out oven, 11' + burn out oven
- Highly skilled technicians with industrial-size motor experience
- On-site diagnostic services including electric motor circuit evaluation, vibration analysis, laser shaft alignment, 4160 panel testing and infrared thermography





GET YOUR MOTOR RUNNIN'!

At Tripp Electric Motors, a well-tuned
motor is music to our ears.



TRIPP
Reining Horsepower

Attachment 6

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND FLORIDA ARMATURE WORKS, INC.**

**Repair of Pumps and Electric Motors
Contract No. W2414A**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **Florida Armature Works, Inc., 2460 Smith St., Kissimmee, FL 34744**, a State of Florida Corporation **59-3263174** (FEID number) hereinafter designated as "the VENDOR".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced VENDOR to provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the VENDOR has responded to the TOWN'S solicitation of Qualifications and the VENDOR is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the VENDOR can provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN and the VENDOR hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and agrees to continue to do so through the continuation of this CONTRACT; and

NOW THEREFORE, the TOWN and the VENDOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. The VENDOR shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of services, Exhibit "A". The TOWN specifically reserves the right to determine whether a specific task is within the scope of services to be provided by the VENDOR and, further reserves the right to seek the services of other printing vendor firms at any time and for any reason during the course of this CONTRACT. VENDOR understands and acknowledges that this CONTRACT does not in any way

whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The initial term of this CONTRACT is for two (2) consecutive years and shall commence on the date of Notice to Proceed This CONTRACT may be renewed by mutual written agreement of both parties at the end of the two (2) year term for up to three (3) successive one (1) year terms up to a cumulative total of five (5) years. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION
 - 4.1. The VENDOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The VENDOR shall take all measures necessary to effectuate these assurances.
 - 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The VENDOR shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.
5. INVOICING AND PAYMENT
 - 5.1. The VENDOR'S invoices shall cover a single calendar month period and shall be accompanied by sufficient supporting documentation for services for which payment is being requested. Invoices shall be sent to the Town's Utility Department within ten (10) days of the calendar month end that is being invoiced.
 - 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the VENDOR has performed the work according to the terms and conditions of this CONTRACT.
 - 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the VENDOR, the Town shall require the VENDOR to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.
6. INDEMNIFICATION AND INSURANCE
 - 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the VENDOR shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the VENDOR, its sub-vendors, agents, assigns, or employees in connection with this CONTRACT. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-vendors, agents, assigns, and employees with the terms of this CONTRACT.
 - 6.2. The VENDOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR.
 - 6.3. The VENDOR shall provide the TOWN insurance certificates, as proof of insurance at the time the VENDOR signs the CONTRACT. The VENDOR shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate

required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

7.1. If the VENDOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the VENDOR. The VENDOR shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the VENDOR fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the VENDOR of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the VENDOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the VENDOR for such work until such time as the TOWN determines the exact amount due to the VENDOR.

7.3. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

7.4. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

8.1. The VENDOR, its employees, sub-vendors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

8.2. The VENDOR, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of VENDOR nor any of its suppliers, sub-vendors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The VENDOR further understands and acknowledges by its execution of this CONTRACT,

that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

8.3. The VENDOR shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

8.4. Pursuant to Section 287-055(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this CONTRACT. Further the VENDOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1. The VENDOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the VENDOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The VENDOR is free to provide similar services for others.

9.2. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.

9.3. The VENDOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The VENDOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The VENDOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the VENDOR'S failure to comply with Chapter 119, F.S. related to public records. The VENDOR shall permit the TOWN or its designated agent to inspect all record maintained by VENDOR OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.

- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a VENDOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A VENDOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the VENDOR 'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the VENDOR shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the VENDOR'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
 - 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the VENDOR in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the VENDOR responsible if documents are used for other purposes than intended.
 - 10.7. The VENDOR shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
11. GENERAL PROVISIONS
- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather,

outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by VENDOR is specifically required during the occurrence of any of the events herein mentioned.

- 11.2. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.3. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.4. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.5. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.6. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.7. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The VENDOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

11.8. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Vendor and its subcontractors and lower tier subcontractors. The Vendor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the VENDOR is engaged in a business which provides locating services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the VENDOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the VENDOR may perform services for clients who are or may have matters before the Town Council, provided VENDOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the VENDOR'S representation.

12.2. VENDOR represents that is has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, VENDOR further represents that no person having any interest shall be employed for said performance. VENDOR shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that VENDOR may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by VENDOR, the TOWN shall so state in the notification and VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by VENDOR under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.

- a. Town of Jupiter's Request for Qualifications (RFQ) and all of its addenda, appendices and exhibits which are part of the RFQ set forth above.
- b. Vendor's Certificate of Insurance
- c. Vendor's Proposal and all included documents as a response to the TOWN'S RFQ

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By: _____

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

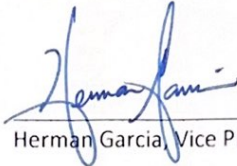
Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VENDOR

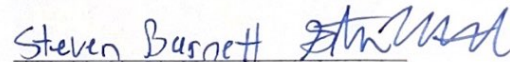
Florida Armature Works, Inc.
2460 Smith St.
Kissimmee, FL 34744



Herman Garcia, Vice President

(CORPORATE SEAL)

ATTEST



PRINT NAME AND POSITION

Exhibit A – Scope of Services

The selected Servicer Providers(s) shall provide the Utility with the repair of various pumps and electric motors including but not limited to those listed below. Individual purchase orders will be issued by the Town to the Service Provider(s) for evaluation and repair work, fee, and schedule. Individual Purchase Order fees will be established based on the approved negotiated rates of the Contract. All work to be performed under this Contract will be located within the Town of Jupiter, Florida.

The successful proposer(s) will provide a full range of pump and electric motor repair services to the Town. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services including, but not limited to:

PUMP REPAIR SERVICES

- Shaft Repair
- Shaft Replacement
- Bearing Replacement
- Seal Repair
- Seal Replacement
- Wear Ring Replacement
- Impellor Repair
- Impellor Replacement
- Apply Protective Coatings
- Volute Repair
- Volute Replacement
- Casing Repair
- Casing Replacement
- Dynamic Balancing
- Clean Pump Assembly
- Pump Performance Testing
- Pump Curves
- Provide Detailed Shop Reports and Recommendations

ELECTRIC MOTOR REPAIR SERVICES

- Repair Shaft
- Replace Bearings
- Rewind Motor
- Dip and Bake Motor
- Balance Motor
- Motor Diagnostic Testing to include:
 - Megging
 - HiPot Testing

Surge Testing

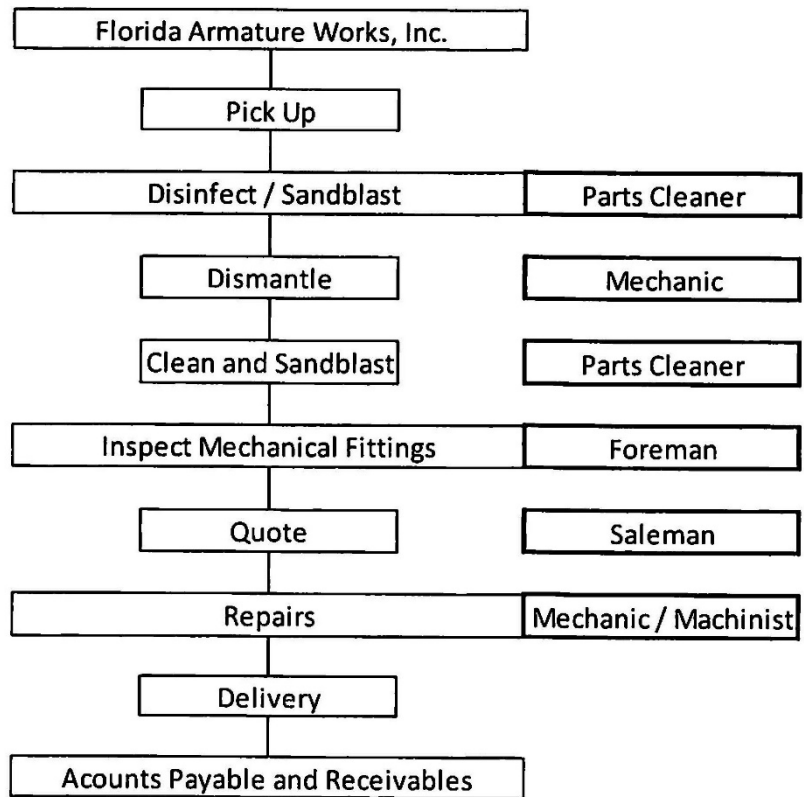
Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

The selected firm(s) for which a contract has been successfully negotiated and approved by the Jupiter Town Council will be required to be available as needed, on an on-call basis. The selected firm will be responsible to provide the Town with a proposal including, scope of work, fee and schedule for individual work projects after the pump/motor has been picked-up and evaluated by the firm. The Town upon acceptance of the submitted work project will issue a purchase order to the selected firm. The Service Provider(s) understands that time is of the essence especially as it relates to work/services provided under this contract. Service Provider(s) will be responsive to the Town in scheduling work, providing reports, returning phone calls and emails. The Town's expectations are that the Service Provider(s) shall be available to pick-up pump/motor with 24 hours' notice and the pump/motor shall be returned to the Utility within 48 hours of completion of work.

Exhibit B – Organizational Chart



SHOP RATES

Stand Shop Rate	\$55.00	Per/hr
Overtime Shop Rate	\$75.00	Per/hr
Machine Shop Rate	\$65.00	Per/hr
Machine Shop Overtime	\$85.00	Per/hr
Field Service (2 Techs - 3 Hr Min) Includes Auto Crane / Boom Truck	\$165.00	per/hr
Field Service (2 Techs -3 Hr Min) Includes Auto Crane / Boom Truck	\$225.00	per/hr

Exhibit D – Insurance Requirements

The CONTRACTOR shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall comply with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.
4. **PROFESSIONAL LIABILITY:** Insurance and Indemnification - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONTRACTOR'S responsibility to comply with the requirements of this section on modifications of this section. The Town may at its discretion, require the CONTRACTOR to provide a complete certified copy of its insurance policy(s).

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Bouchard Region 222 Church Street Kissimmee, FL 34741	CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: clcerts@MarshMMA.com														
INSURED Florida Armature Works, Inc. 2460 Smith Street Kissimmee, FL 34744	<table border="1"> <thead> <tr> <th data-bbox="815 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1437 478">INSURER A : FCCI Insurance Company</td> <td data-bbox="1437 451 1572 478">10178</td> </tr> <tr> <td data-bbox="815 478 1437 506">INSURER B : Bridgefield Casualty Ins. Company</td> <td data-bbox="1437 478 1572 506">10335</td> </tr> <tr> <td data-bbox="815 506 1437 533">INSURER C : Owners Insurance Company</td> <td data-bbox="1437 506 1572 533">32700</td> </tr> <tr> <td data-bbox="815 533 1437 560">INSURER D :</td> <td data-bbox="1437 533 1572 560"></td> </tr> <tr> <td data-bbox="815 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="815 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : FCCI Insurance Company	10178	INSURER B : Bridgefield Casualty Ins. Company	10335	INSURER C : Owners Insurance Company	32700	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: 500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GL100047726	06/08/2023	06/08/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	5184152300	06/29/2023	06/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$0			UMB100026229	06/08/2023	06/08/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	019642898	04/23/2023	04/23/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proprietors/Partners/Executive Officers/Members Excluded: German Garcia, President/Herman Garcia, Treasurer

Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General & Auto Liability insurance & subject to the provisions & limitations of the policy.
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Attachment 7

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND MADER ELECTRIC, INC.**

**Repair of Pumps and Electric Motors
Contract No. W2414B**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **Mader Electric Inc., 6115 31st Street East, Bradenton, FL 34203** a State of Florida Corporation **36-4920688** (FEID number) hereinafter designated as "the VENDOR".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced VENDOR to provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the VENDOR has responded to the TOWN'S solicitation of Qualifications and the VENDOR is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the VENDOR can provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN and the VENDOR hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and agrees to continue to do so through the continuation of this CONTRACT; and

NOW THEREFORE, the TOWN and the VENDOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. The VENDOR shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of services, Exhibit "A". The TOWN specifically reserves the right to determine whether a specific task is within the scope of services to be provided by the VENDOR and, further reserves the right to seek the services of other printing vendor firms at any time and for any reason during the course of this CONTRACT. VENDOR understands and acknowledges that this CONTRACT does not in any way

whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The initial term of this CONTRACT is for two (2) consecutive years and shall commence on the date of Notice to Proceed This CONTRACT may be renewed by mutual written agreement of both parties at the end of the two (2) year term for up to three (3) successive one (1) year terms up to a cumulative total of five (5) years. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION
 - 4.1. The VENDOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The VENDOR shall take all measures necessary to effectuate these assurances.
 - 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The VENDOR shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.
5. INVOICING AND PAYMENT
 - 5.1. The VENDOR'S invoices shall cover a single calendar month period and shall be accompanied by sufficient supporting documentation for services for which payment is being requested. Invoices shall be sent to the Town's Utility Department within ten (10) days of the calendar month end that is being invoiced.
 - 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the VENDOR has performed the work according to the terms and conditions of this CONTRACT.
 - 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the VENDOR, the Town shall require the VENDOR to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.
6. INDEMNIFICATION AND INSURANCE
 - 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the VENDOR shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the VENDOR, its sub-vendors, agents, assigns, or employees in connection with this CONTRACT. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-vendors, agents, assigns, and employees with the terms of this CONTRACT.
 - 6.2. The VENDOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR.
 - 6.3. The VENDOR shall provide the TOWN insurance certificates, as proof of insurance at the time the VENDOR signs the CONTRACT. The VENDOR shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate

required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

7.1. If the VENDOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the VENDOR. The VENDOR shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the VENDOR fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the VENDOR of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the VENDOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the VENDOR for such work until such time as the TOWN determines the exact amount due to the VENDOR.

7.3. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

7.4. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

8.1. The VENDOR, its employees, sub-vendors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

8.2. The VENDOR, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of VENDOR nor any of its suppliers, sub-vendors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The VENDOR further understands and acknowledges by its execution of this CONTRACT,

that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

8.3. The VENDOR shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

8.4. Pursuant to Section 287-055(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this CONTRACT. Further the VENDOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1. The VENDOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the VENDOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The VENDOR is free to provide similar services for others.

9.2. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.

9.3. The VENDOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The VENDOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The VENDOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the VENDOR'S failure to comply with Chapter 119, F.S. related to public records. The VENDOR shall permit the TOWN or its designated agent to inspect all record maintained by VENDOR OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.

- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a VENDOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A VENDOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the VENDOR'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the VENDOR shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the VENDOR'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
 - 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the VENDOR in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the VENDOR responsible if documents are used for other purposes than intended.
 - 10.7. The VENDOR shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
11. GENERAL PROVISIONS
 - 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather,

outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by VENDOR is specifically required during the occurrence of any of the events herein mentioned.

- 11.2. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.3. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.4. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.5. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.6. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.7. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The VENDOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

- 11.8. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Vendor and its subcontractors and lower tier subcontractors. The Vendor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the VENDOR is engaged in a business which provides locating services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the VENDOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the VENDOR may perform services for clients who are or may have matters before the Town Council, provided VENDOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the VENDOR'S representation.
- 12.2. VENDOR represents that is has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, VENDOR further represents that no person having any interest shall be employed for said performance. VENDOR shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that VENDOR may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by VENDOR, the TOWN shall so state in the notification and VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by VENDOR under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

- 13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Qualifications (RFQ) and all of its addenda, appendices and exhibits which are part of the RFQ set forth above.
 - b. Vendor's Certificate of Insurance
 - c. Vendor's Proposal and all included documents as a response to the TOWN'S RFQ

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VENDOR

Mader Electric Inc.
6115 31st Street East
Bradenton, FL 34203



Paul Rademaker, Vice President

(CORPORATE SEAL)

ATTEST



PRINT NAME AND POSITION

Exhibit A – Scope of Services

The selected Servicer Providers(s) shall provide the Utility with the repair of various pumps and electric motors including but not limited to those listed below. Individual purchase orders will be issued by the Town to the Service Provider(s) for evaluation and repair work, fee, and schedule. Individual Purchase Order fees will be established based on the approved negotiated rates of the Contract. All work to be performed under this Contract will be located within the Town of Jupiter, Florida.

The successful proposer(s) will provide a full range of pump and electric motor repair services to the Town. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services including, but not limited to:

PUMP REPAIR SERVICES

- Shaft Repair
- Shaft Replacement
- Bearing Replacement
- Seal Repair
- Seal Replacement
- Wear Ring Replacement
- Impellor Repair
- Impellor Replacement
- Apply Protective Coatings
- Volute Repair
- Volute Replacement
- Casing Repair
- Casing Replacement
- Dynamic Balancing
- Clean Pump Assembly
- Pump Performance Testing
- Pump Curves
- Provide Detailed Shop Reports and Recommendations

ELECTRIC MOTOR REPAIR SERVICES

- Repair Shaft
- Replace Bearings
- Rewind Motor
- Dip and Bake Motor
- Balance Motor
- Motor Diagnostic Testing to include:
 - Megging
 - HiPot Testing

Surge Testing

Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

The selected firm(s) for which a contract has been successfully negotiated and approved by the Jupiter Town Council will be required to be available as needed, on an on-call basis. The selected firm will be responsible to provide the Town with a proposal including, scope of work, fee and schedule for individual work projects after the pump/motor has been picked-up and evaluated by the firm. The Town upon acceptance of the submitted work project will issue a purchase order to the selected firm. The Service Provider(s) understands that time is of the essence especially as it relates to work/services provided under this contract. Service Provider(s) will be responsive to the Town in scheduling work, providing reports, returning phone calls and emails. The Town's expectations are that the Service Provider(s) shall be available to pick-up pump/motor with 24 hours' notice and the pump/motor shall be returned to the Utility within 48 hours of completion of work.

Exhibit B – Organizational Chart

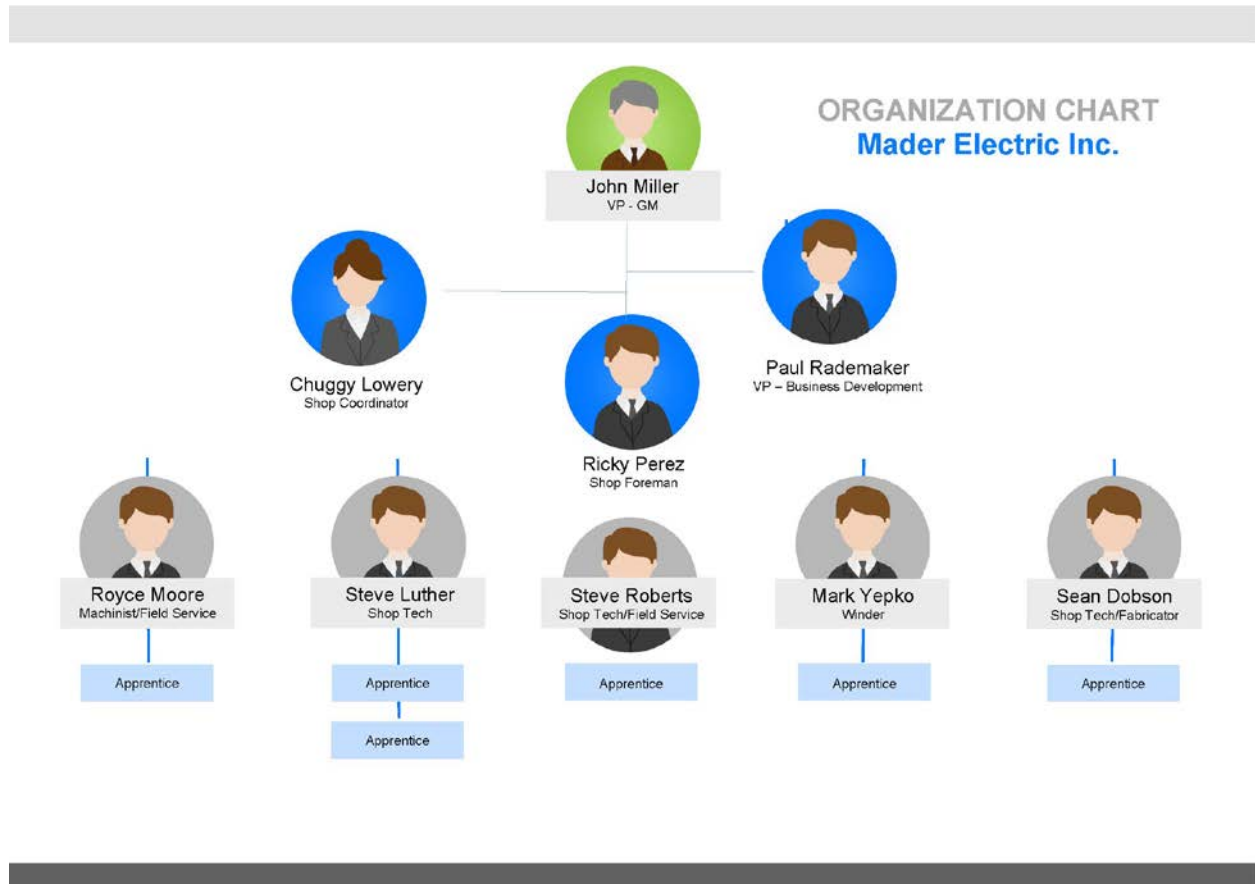


Exhibit C – Vendor’s Proposal



To: Jennifer Mondone
From: Paul Rademaker
Date: February 8, 2024
Re: Rates for W2414 Contract

Mader Electric is grateful for the opportunity to negotiate the following rates for the upcoming motor and pump repair contract with the Town of Jupiter. Here are the rates as established in our RFQ to the Town.

Shop Rates for in-house service work provided by our technicians -	\$85.00/hour.
Shop Rates for in-house machine work provided by our machinists -	\$90.00/hour.
Field Service Rates for all technicians working at your facilities -	\$120.00/hour.
Any materials/parts/equipment sold to the Town of Jupiter -	20% Markup
Emergency and OT Rates will be billed out with a multiplier of -	1.20
Flat Rate for normal pick-up and delivery -	\$450.00

Best regards,

Paul Rademaker

MADER ELECTRIC INC.

6115 31st St. East
Bradenton, Florida USA 34203
Direct: 941-351-5858

Exhibit D – Insurance Requirements

The CONTRACTOR shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall comply with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.
4. **PROFESSIONAL LIABILITY:** Insurance and Indemnification - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONTRACTOR'S responsibility to comply with the requirements of this section on modifications of this section. The Town may at its discretion, require the CONTRACTOR to provide a complete certified copy of its insurance policy(s).

Client#: 1130281

569MADERELE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 12485 28th Street N 3rd Floor St Petersburg, FL 33716 727-823-5551	CONTACT NAME: Terry Cerf	PHONE (A/C, No, Ext): 727-823-5551	FAX (A/C, No): 727-894-3339
	E-MAIL ADDRESS: Theresa.Cerf@mcgriff.com		
INSURED Mader Electric Inc dba Motor Heads N Control Geeks 6115 31st St E Bradenton, FL 34203	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : FCCI Insurance Company		10178
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	GL10007476702	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒	X	X	CA10007476902	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			UMB10007477002	12/31/2023	12/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC010007477102	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Inland Marine			CM10007477202	12/31/2023	12/31/2024	\$200,000 Leased/Rented \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Repair of Pumps and Electric Motors (W2414)

Town of Jupiter is an Additional Insured in respects to the General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>W.A.A.</i>

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ACORD 25 (2016/03) 1 of 1
 #S33882756/M33502328

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JEJA

Attachment 8

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND TRIPP ELECTRIC MOTORS, INC.**

**Repair of Pumps and Electric Motors
Contract No. W2414C**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **Tripp Electric Motors, Inc, 1225 NW Avenue L, Belle Glade, FL 33430**, a State of Florida Corporation **65-0373189** (FEID number) hereinafter designated as "the VENDOR".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced VENDOR to provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the VENDOR has responded to the TOWN'S solicitation of Qualifications and the VENDOR is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the VENDOR can provide professional repair services for industrial pumps and electric motors from qualified firms; and

WHEREAS, the TOWN and the VENDOR hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and agrees to continue to do so through the continuation of this CONTRACT; and

NOW THEREFORE, the TOWN and the VENDOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. The VENDOR shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of services, Exhibit "A". The TOWN specifically reserves the right to determine whether a specific task is within the scope of services to be provided by the VENDOR and, further reserves the right to seek the services of other printing vendor firms at any time and for any reason during the course of this CONTRACT. VENDOR understands and acknowledges that this CONTRACT does not in any way

whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The initial term of this CONTRACT is for two (2) consecutive years and shall commence on the date of Notice to Proceed This CONTRACT may be renewed by mutual written agreement of both parties at the end of the two (2) year term for up to three (3) successive one (1) year terms up to a cumulative total of five (5) years. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION
 - 4.1. The VENDOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The VENDOR shall take all measures necessary to effectuate these assurances.
 - 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The VENDOR shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.
5. INVOICING AND PAYMENT
 - 5.1. The VENDOR'S invoices shall cover a single calendar month period and shall be accompanied by sufficient supporting documentation for services for which payment is being requested. Invoices shall be sent to the Town's Utility Department within ten (10) days of the calendar month end that is being invoiced.
 - 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the VENDOR has performed the work according to the terms and conditions of this CONTRACT.
 - 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the VENDOR, the Town shall require the VENDOR to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.
6. INDEMNIFICATION AND INSURANCE
 - 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the VENDOR shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the VENDOR, its sub-vendors, agents, assigns, or employees in connection with this CONTRACT. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-vendors, agents, assigns, and employees with the terms of this CONTRACT.
 - 6.2. The VENDOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR.
 - 6.3. The VENDOR shall provide the TOWN insurance certificates, as proof of insurance at the time the VENDOR signs the CONTRACT. The VENDOR shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate

required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

7.1. If the VENDOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the VENDOR. The VENDOR shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the VENDOR fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the VENDOR of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the VENDOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the VENDOR for such work until such time as the TOWN determines the exact amount due to the VENDOR.

7.3. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.

7.4. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

8.1. The VENDOR, its employees, sub-vendors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

8.2. The VENDOR, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of VENDOR nor any of its suppliers, sub-vendors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The VENDOR further understands and acknowledges by its execution of this CONTRACT,

that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

8.3. The VENDOR shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

8.4. Pursuant to Section 287-055(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this CONTRACT. Further the VENDOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1. The VENDOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the VENDOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The VENDOR is free to provide similar services for others.

9.2. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.

9.3. The VENDOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The VENDOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The VENDOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the VENDOR'S failure to comply with Chapter 119, F.S. related to public records. The VENDOR shall permit the TOWN or its designated agent to inspect all record maintained by VENDOR OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.

- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a VENDOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A VENDOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the VENDOR'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the VENDOR shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the VENDOR'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
 - 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the VENDOR in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the VENDOR responsible if documents are used for other purposes than intended.
 - 10.7. The VENDOR shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
11. GENERAL PROVISIONS
 - 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather,

outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by VENDOR is specifically required during the occurrence of any of the events herein mentioned.

- 11.2. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.3. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.4. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.5. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.6. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.7. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The VENDOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

- 11.8. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Vendor and its subcontractors and lower tier subcontractors. The Vendor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the VENDOR is engaged in a business which provides locating services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the VENDOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the VENDOR may perform services for clients who are or may have matters before the Town Council, provided VENDOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the VENDOR'S representation.
- 12.2. VENDOR represents that is has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, VENDOR further represents that no person having any interest shall be employed for said performance. VENDOR shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that VENDOR may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by VENDOR, the TOWN shall so state in the notification and VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by VENDOR under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

- 13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Qualifications (RFQ) and all of its addenda, appendices and exhibits which are part of the RFQ set forth above.
 - b. Vendor's Certificate of Insurance
 - c. Vendor's Proposal and all included documents as a response to the TOWN'S RFQ

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By: _____

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

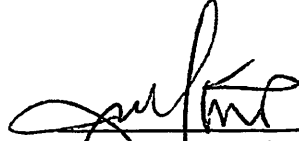
Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VENDOR

Tripp Electric Motors, Inc.
1225 NW Avenue L
Belle Glade, FL 33430



Jimmy Tripp, President
(CORPORATE SEAL)

ATTEST



PRINT NAME AND POSITION
Lucy YOUNG

Exhibit A – Scope of Services

The selected Servicer Providers(s) shall provide the Utility with the repair of various pumps and electric motors including but not limited to those listed below. Individual purchase orders will be issued by the Town to the Service Provider(s) for evaluation and repair work, fee, and schedule. Individual Purchase Order fees will be established based on the approved negotiated rates of the Contract. All work to be performed under this Contract will be located within the Town of Jupiter, Florida.

The successful proposer(s) will provide a full range of pump and electric motor repair services to the Town. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. The proposing firms and the firms selected shall be capable of providing a full range of pump and electric motor repair and testing services including, but not limited to:

PUMP REPAIR SERVICES

- Shaft Repair
- Shaft Replacement
- Bearing Replacement
- Seal Repair
- Seal Replacement
- Wear Ring Replacement
- Impellor Repair
- Impellor Replacement
- Apply Protective Coatings
- Volute Repair
- Volute Replacement
- Casing Repair
- Casing Replacement
- Dynamic Balancing
- Clean Pump Assembly
- Pump Performance Testing
- Pump Curves
- Provide Detailed Shop Reports and Recommendations

ELECTRIC MOTOR REPAIR SERVICES

- Repair Shaft
- Replace Bearings
- Rewind Motor
- Dip and Bake Motor
- Balance Motor
- Motor Diagnostic Testing to include:
 - Megging
 - HiPot Testing

Surge Testing

Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

The selected firm(s) for which a contract has been successfully negotiated and approved by the Jupiter Town Council will be required to be available as needed, on an on-call basis. The selected firm will be responsible to provide the Town with a proposal including, scope of work, fee and schedule for individual work projects after the pump/motor has been picked-up and evaluated by the firm. The Town upon acceptance of the submitted work project will issue a purchase order to the selected firm. The Service Provider(s) understands that time is of the essence especially as it relates to work/services provided under this contract. Service Provider(s) will be responsive to the Town in scheduling work, providing reports, returning phone calls and emails. The Town's expectations are that the Service Provider(s) shall be available to pick-up pump/motor with 24 hours' notice and the pump/motor shall be returned to the Utility within 48 hours of completion of work.

Exhibit B – Organizational Chart

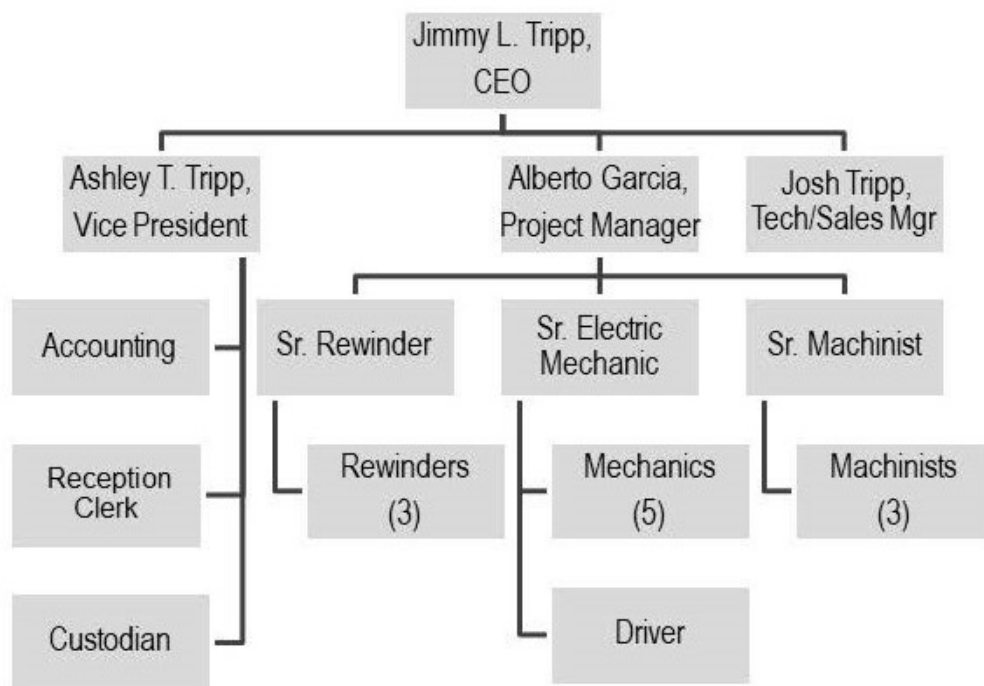


Exhibit C – Vendor’s Proposal

TOWN OF JUPITER

RFQ for Repair of Pumps and Electric Motors (W2414)

DEMONSTRATION OF COMPETITIVE AND FAIR PRICING

	HOURLY RATES				EQUIPMENT PICKUP AND DELIVERY (e.)
	MECHANICS (a.)	MACHINISTS (b.)	REMOTE MECHANICAL SERVICES (c.)	AFTER HOURS EMERGENCY SERVICES FOR REMOTE MECHANICAL SERVICES (d.)	
Standard Working Hours (Monday - Friday, 8:00 AM to 5:00 PM)	\$ 56	\$ 56	\$ 95	\$ 143	
Non-Standard Working Hours (Monday - Friday, 5:01 PM to 7:59 AM, Weekends, and Holidays)	\$ 85	\$ 85	\$ 143	\$ 143	
After Hours Emergency Services	\$ 85	\$ 85	\$ 143	\$ 143	
Flat Rate					\$ 65

Exhibit D – Insurance Requirements

The CONTRACTOR shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall comply with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.
4. **PROFESSIONAL LIABILITY:** Insurance and Indemnification - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONTRACTOR'S responsibility to comply with the requirements of this section on modifications of this section. The Town may at its discretion, require the CONTRACTOR to provide a complete certified copy of its insurance policy(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Gretchen Robertson Ins Agy Inc 309 NE 2nd St. Okeechobee, FL 34972	CONTACT NAME: aubrey@gretchenrobertson.com PHONE (A/C, No, Ext): 863-763-5561 E-MAIL ADDRESS: aubrey@gretchenrobertson.com FAX (A/C, No): 863-763-1161
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tripp Electric Motors Inc 1225 NW Avenue L Belle Glade, FL 33430	NAIC # 25178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		E28 2971-D24-59L E28 2971-D24-59L	10/24/2023 04/24/2024	04/24/2024 10/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER  Gretchen Robertson Ins Agy Inc 309 NE 2nd St. Okeechobee, FL 34972	CONTACT NAME: aubrey@gretchenrobertson.com PHONE (A/C, No, Ext): 863-763-5561 E-MAIL: aubrey@gretchenrobertson.com FAX (A/C, No): 863-763-1161 ADDRESS: aubrey@gretchenrobertson.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : State Farm Mutual Automobile Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		E49 4679-D04-59L E49 4679-D04-59L E50 5446-D04-59H E50 5446-D04-59H	10/04/2023 04/04/2024 10/04/2023 04/04/2024	04/04/2024 10/04/2024 04/04/2024 10/04/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

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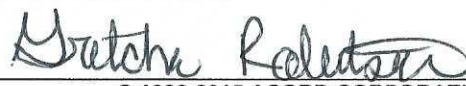
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		E50 5449-D04-59G E50 5449-D04-59G G80 1659-C10-59H J13 4767-F18-59I	10/04/2023 04/04/2024 03/10/2024 12/18/2023	04/04/2024 10/04/2024 09/10/2024 06/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

POLICY NUMBER CONTINUED: J13 4767-F18-59I - 06/18/2024 - 12/18/2024

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

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03/07/2024

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INSURED Tripp Electric Motors Inc 1225 NW Avenue L Belle Glade, FL 33430	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25178

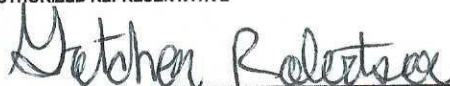
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	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		K07 4132-E30-59D K07 4132-E30-59D	11/30/2023 05/30/2024	05/30/2024 11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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TOWN OF JUPITER
Pine Gardens North Infrastructure Improvements (WS2012)



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Pine Gardens North Infrastructure Improvements A. Resolution No. 33-24: Tender and Settlement Agreement with Developers Surety and Indemnity Company B. Resolution No. 34-24: Contractor Takeover and Completion Agreement with Giannetti Contracting Corporation, Inc.

EXECUTIVE SUMMARY

Resolution No. 33-24 provides for execution of a Tender and Settlement Agreement with Developers Surety and Indemnity Company ("Developers") who posted the Payment and Performance Bonds numbered ESD0700040, for Municipal Contractors, Inc. ("Municipal") for the WS2012 Pine Gardens North (PGN) Infrastructure Improvements Contract ("Original Contract") that was terminated by the Town in October 2023. Resolution No. 34-24 provides for execution of a Takeover and Completion Agreement with Giannetti Contracting Corporation, Inc. ("Giannetti"), of Pompano Beach, Florida for the WS2012 PGN Original Contract, as arranged by Developers.

On May 17, 2022 Resolution 48-22 awarded a construction contract to Municipal Contractors, Inc. of West Palm Beach, Florida in an amount of \$3,273,930.70 to construct stormwater and watermain infrastructure improvements in select residential and commercial/industrial areas of Pine Gardens North, while concurrently, Resolution 46-22 appropriated \$2,811,667 of American Rescue Plan Act (ARPA) funds to partially fund the Contract, with the remainder of funding coming from a Community Development Block Grant (CDBG) and the Juno Street SW Pump Station/Seminole Avenue Drainage Improvements Community Investment Program (CIP) S1606 project. After continual performance issues on the part of Municipal and notification to the Town by several of Municipal's subcontractors and suppliers of past due invoices and non-payment, the Town provided formal notice to Municipal and Developers on May 5, 2023 citing Municipal's lack of progress in achieving the Contract Times and their inability to meet their financial obligations to subcontractors and suppliers. In the months that followed, Municipal's performance did not improve and their failure to meet financial obligations worsened requiring the Town to declare Municipal in default, terminate the Contract, and seek resolution with Developers in accordance with the Contract and Bond terms. A timeline of these events is summarized as follows:

- On September 15, 2023, in accordance with the requirements of the Performance and Payment Bonds for the Contract, the Town issued formal notice to Municipal and Developers stating the Town's consideration of declaring Municipal in default and termination of the Contract.

- On October 3, 2023 the Town issued formal notice declaring Municipal in default of their obligations under the Contract and the Town terminated the Contract for cause in accordance with the terms of the Contract.
- On October 6, 2023 Developers requested that the Town provide documentation and information regarding the Contract to enable Developers to investigate their options under the Bond. The Town provided the requested documentation.
- Between October 2023 and January 2024, Developers conducted their investigation, which included obtaining bids from at least three contractors to take over and complete the work of the Contract.
- On January 23, 2024 the Town issued formal notice to Developers demanding that they perform their obligations under the Bond.
- On January 30, 2024 Developers notified the Town of the results of their investigation, which included Developers' intent to tender Giannetti to complete the Contract as Developers deemed them the lowest, qualified, responsive bidder.

Developers has provided the attached Tender and Settlement Agreement ("Settlement Agreement") for the Town's consideration. The proposed Settlement Agreement will cause Developers to pay the Town a sum of \$1,523,166.44 to the Town, which represents the difference between the Town's Contract Balance of \$1,787,255.97 and Giannetti's bid of \$3,159,000.00, and includes a negotiated settlement of \$151,422.41 for partial reimbursement of damages incurred by the Town as a result of Municipal's lack of timely performance and defective work.

Developers arranged for the Town to enter into a Contractor Takeover and Completion Agreement ("Completion Contract") with Giannetti, under which Giannetti will complete all of the remaining work to be performed under the Original Contract and will furnish to Owner payment and performance bonds guaranteeing Contractor's performance under the Agreement. Giannetti also agrees to takeover, complete, and warranty the Project pursuant to the Completion Contract and consistent with and pursuant to the same terms and conditions as Municipal agreed to in the Original Contract to the fullest practical extent. The Completion Contract signed by Giannetti is provided as an Attachment. The Completion Contract includes Contract Completion Times with provisions for Liquidated Damages as stipulated in the Original Contract. Work under the Completion Contract must achieve substantial and final completion within 180 and 210 calendar days, respectively from the date of Notice to Proceed issued by the Town. If the proposed Settlement Agreement with Developers and the proposed Completion Contract with Giannetti are approved on March 19, 2024 a Notice to Proceed could be issued by early April 2024.

Although Giannetti has not performed work for the Town's Water or Stormwater Utilities in the past, they have performed similar watermain and drainage infrastructure work for other municipalities and governmental agencies including Jupiter Inlet Colony, and Florida Power and Light at Turkey Point. Verification of Giannetti's experience and past performance on other jobs was found to be favorable.

ANALYSIS

The proposed Tender and Settlement Agreement between Developers Surety and Indemnity Company and the Town of Jupiter, in an amount of \$1,523,166.44 has been negotiated and closely reviewed by the Town's Attorney and the Director of Utilities both agreeing it is fair and reasonable to enter into the Agreement. In addition, it is appropriate to enter into the proposed

Contractor Takeover and Completion Agreement with Giannetti Contracting Corporation, Inc., in the amount of \$3,159,000.00, for completion of all work in the Pine Gardens North Infrastructure Improvement Contract and according to all terms and conditions of the Original Contract, the Completion Contract, and within the provided Contract Times.

STRATEGIC PRIORITY

- Safety
- Fiscal Responsibility

ATTACHMENTS

1. Resolution 33-24
2. Resolution 34-24
3. Tender and Settlement Agreement with Developers
4. Contractor Takeover and Completion Agreement with Giannetti

FUNDING SOURCE

X	Approved in Budget	\$ 288,692	Sources: American Rescue Plan Act Funds (Encumbered Balance in Municipal Contract, Acct. 41151738-563100-S2012)
X	Approved in Budget	\$ 1,026,258	American Rescue Plan Act Funds (Encumbered Balance in Municipal Contract, Acct. 40151633-563401-W2012)
X	Approved in Budget	\$ 152,409	American Rescue Plan Act Funds (Encumbered Balance in Municipal Contract, Acct. 41151638-563100-S1606)
X	Approved in Budget	\$ 319,895	Seminole Ave SW Basin Improvements CIP (Encumbered Balance in Municipal Contract, Acct. 41151038-563100-S1606)
X	Approved in Budget	\$ 1,523,166	Developers Surety and Indemnity Company Tender and Settlement Amount
X	Approved in Budget	\$ 112,195	American Rescue Plan Act Funds (Unencumbered Balance in Acct. 40151633-563401-W2012)
X	Approved in Budget	\$ 101,183	American Rescue Plan Act Funds (Unencumbered Balance in, Acct. 41151738-563100-S2012)
X	Approved in Budget	\$ 153,833	

X	Total Available Funding	\$ 3,677,631	Seminole Ave SW Basin Improvements CIP (Unencumbered Balance in Acct. 41151038-563100-S1606)
	Additional Funding Requested	N/A	Sources:

For more information or to request attachments, please contact Jennifer Mondone at jenniferm@jupiter.fl.us and/or 561-741-2469.

Attachment 1

RESOLUTION NO. 33-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A TENDER AND SETTLEMENT AGREEMENT FOR PINE GARDENS NORTH INFRASTRUCTURE IMPROVEMENTS (WS2012) WITH DEVELOPERS SURETY AND INDEMNITY COMPANY.

WHEREAS, the Town of Jupiter awarded and entered into a Contract with Municipal Contractors, Inc. ("Municipal"), for construction of the project known as Pine Gardens North Infrastructure Improvements (WS2012); and

WHEREAS, at Municipal's request, Developers Surety and Indemnity Company ("Developers") issued Performance and Payment Bonds, numbered ESD0700040, each having a penal sum of \$3,273,930.70 and naming Municipal as Principal, and the Town of Jupiter as Obligee; and

WHEREAS, the Town terminated the Contract with Municipal claiming that Municipal defaulted on its obligations under the Contract, and the Town made demand on Developers to perform its obligations under the Bonds; and

WHEREAS, Developers requested project documentation from the Town, conducted an investigation, solicited bids from contractors to complete the Original Contract, offered the Town a Tender and Settlement Agreement in an amount of \$1,552,936.96 with specific terms and conditions, and arranged for the Town to enter into an agreement with Giannetti Contracting Corporation, Inc, in an amount of \$3,159,000 to complete and warranty work of the Original Contract, according to the terms and conditions of the Contractor Takeover and Completion Agreement and the Original Contract;

WHEREAS, a total of \$3,707,403.96 is available to complete the Project as

follows: \$1,552,936.96 from Developers Tender and Settlement Agreement, \$1,787,256 encumbered in the purchase order issued to Municipal Contractors that will be released to the originating Community Investment Program (CIP) accounts, and a total available unencumbered balance of \$367,211 in the associated Pine Gardens North Infrastructure Improvements (WS2012) and Seminole Avenue Stormwater Basin Improvements (S1606) CIP project budgets.

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

Section 1. The agreement between the Town of Jupiter and Developers Surety and Indemnity Company is hereby approved.

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

Section 3. Upon the acceptance and execution of the agreement, Developers Surety and Indemnity Company shall be responsible for carrying out all responsibilities which have been established therein.

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

3/19/2024

Attachment 2

RESOLUTION NO. 34-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A TAKEOVER AND COMPLETION AGREEMENT FOR PINE GARDENS NORTH INFRASTRUCTURE IMPROVEMENTS (WS2012) WITH GIANNETTI CONTRACTING CORPORATION, INC.

WHEREAS, the Town of Jupiter awarded and entered into a Contract with Municipal Contractors, Inc. ("Municipal"), for construction of the project known as Pine Gardens North Infrastructure Improvements (WS2012); and

WHEREAS, at Municipal's request, Developers Surety and Indemnity Company ("Developers") issued Performance and Payment Bonds, numbered ESD0700040, each having a penal sum of \$3,273,930.70 and naming Municipal as Principal, and the Town of Jupiter as Obligee; and

WHEREAS, the Town terminated the Contract with Municipal claiming that Municipal defaulted on its obligations under the Contract, and the Town made demand on Developers to perform its obligations under the Bonds; and

WHEREAS, Developers arranged for the Town to enter into a new contractual agreement with Giannetti Contracting Corporation, Inc. ("Giannetti"), in an amount of \$3,159,000, under which Giannetti will complete all of the remaining work to be performed under the Original Contract and will furnish to Owner payment and performance bonds guaranteeing Contractor's performance under a Contractor Takeover and Completion Agreement; and

WHEREAS, Giannetti agreed to takeover and complete the Project pursuant to the Contractor Takeover and Completion Agreement and consistent with and pursuant to the same terms and conditions as Municipal agreed to in the Original Contract to the fullest

practical extent; and

WHEREAS, a total of \$3,707,403.96 is available to complete the Project as follows: \$1,552,936.96 from Developers Tender and Settlement Agreement, \$1,787,256 encumbered in the purchase order issued to Municipal Contractors that will be released to the originating Community Investment Program (CIP) accounts, and a total available unencumbered balance of \$367,211 in the associated Pine Gardens North Infrastructure Improvements (WS2012) and Seminole Avenue Stormwater Basin Improvements (S1606) CIP project budgets.

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

Section 1. The agreement/contract between the Town of Jupiter and Giannetti Contracting Corporation, Inc. is hereby approved.

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

Section 3. Upon the acceptance and execution of the contract, Giannetti Contracting Corporation, Inc shall be responsible for carrying out all responsibilities which have been established therein.

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

3/19/2024

Attachment 3

TENDER AND SETTLEMENT AGREEMENT

THIS TENDER AND SETTLEMENT AGREEMENT (“Agreement”) is made this 11th day of March 2024, between the Town of Jupiter, Florida (“Obligee”) and Developers Surety and Indemnity Company (“Developers” or “Surety”). (Obligee and Developers are sometimes collectively referred to in this Agreement as the “Parties”).

RECITALS

WHEREAS, Obligee awarded and entered into a contract with Municipal Contractors, Inc. (“Municipal”), to act as contractor for the construction of the project known as Pine Gardens North Infrastructure Improvements (WS2012) (the “Project”), which contract is referred to herein as the “Original Contract.”

WHEREAS, at Municipal’s request, Developers issued a Performance Bond and a Payment Bond naming Municipal as principal and Obligee as obligee, which bonds are numbered ESD0700040 and both have a penal sum of \$3,273,930.70 (the “Penal Sum”).

WHEREAS, Obligee terminated the Original Contract claiming Municipal defaulted on its obligations on the Project, and has made demand on Developers to perform its obligations under the Performance Bond;

WHEREAS, Developers requested project documentation and conducted an investigation and has solicited bids from contractors for the completion of the Project;

WHEREAS, Developers has arranged for Obligee to enter into a new contractual agreement with Giannetti Contracting Corporation (“Completion Contractor”), under which Completion Contractor will complete all of the work remaining to be performed under the Original Contract, pursuant to the same terms and conditions as Municipal in the Original Contract, and will furnish to Obligee payment and performance bonds guaranteeing Completion Contractor’s performance under the Completion Contract;

WHEREAS, Developers has evaluated the Project documents and has determined there is a contract balance of \$1,787,255.97 on the Original Contract;

WHEREAS, Obligee claims it is owed at least \$66,250 in liquidated damages (“LDs”) under the Original Contract, and \$236,594.83 in costs resulting from Municipal’s default, as well as legal expenses (“Obligee Damages”);

WHEREAS, without admitting any fact or liability, the Parties have agreed to settle their disputes on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS OF AGREEMENT AND RELEASE

1. **Recitals; Conditions.** The Recitals set forth above are true and correct and incorporated herein by reference. This Agreement is contingent on Completion Contractor obtaining payment and performance bonds acceptable to the Obligees as well as executing a Completion Contract with Obligees substantially in the form attached as Exhibit “A.” This entire Agreement is contingent on the approval of the Town Council, who shall review and consider this Agreement at a specially set meeting. If this Agreement is not approved by the Town Council, this Agreement shall be deemed rejected and the terms of this Agreement and the discussions or actions by the Parties shall not be construed as a waiver of any claim or defense, by any party, in litigation or otherwise.

2. **Contract Balance.** The Parties jointly determined that the current Contract Balance held by Obligees is **\$1,787,255.97** (the “Contract Balance”), calculated as follows:

Original Contract amount:	\$3,273,930.70
Approved Modifications:	N/A
Less Payments:	<u>(\$1,486,674.73)</u>
Contract Balance:	\$1,787,255.97

Obligees will use the Contract Balance solely to pay for the completion of the Original Contract.

3. **Completion Contractor.** Developers tenders, and Obligees accepts, Giannetti Contracting Corporation as the Completion Contractor (referred to as the “Completion Contractor”) to perform the remaining work under the Original Contract, subject to the terms and conditions herein and the Completion Contract. Obligees will directly contract with the Completion Contractor to perform all of the remaining work under the Original Contract (the “Completion Contract”), based on the estimated quantities remaining in the Completion Contract and the Unit Prices submitted by the Completion Contractor with their bid, for an estimated total of **\$3,159,000.00** (the “Completion Contract Sum”). **It is understood that Completion Contractor shall complete its work as an independent contractor, and not as an agent, employee, and/or servant of Surety.** Completion Contractor will furnish to Obligees a performance bond and a payment bond, in a form acceptable to Obligees, securing Completion Contractor’s obligations under the Completion Contract each with a penal sum equal to the Completion Contract Sum.

4. **Payment to Obligees.** Within twenty (20) business days of Obligees providing to Developers an executed copy of this Agreement, Developers will cause to be paid to the order of Obligees, the sum of **\$1,523,166.44** (the “Surety Payment”), which represents the difference between the Contract Balance and the Completion Contract Sum and includes \$151,422.41 attributed to Obligees Damages, to provide Obligees with funds to complete the Original Contract and to also settle with Obligees on its claims for Obligees Damages.¹ Obligees acknowledges and agrees that its receipt and the clearance of the Surety Payment extinguishes Developers’ monetary obligations to Obligees for all alleged damages concerning the Project and/or Municipal’s

¹ \$3,159,000.00 - \$1,787,255.97 = \$1,371,744.03 (+ \$118,297.41 for costs and \$33,125 in LDs) = \$1,523,166.44.

performance thereon, including liquidated damages. However, notwithstanding anything to the contrary in this Agreement any and all Obligees tort claims against Municipal and its officers, directors, and employees that are outside of the Original Contract are expressly reserved by Obligees ("Reserved Claims"). Except as set forth herein, Obligees expressly agrees that the payments provided for in this Agreement and made by Surety pursuant thereto constitute a full and complete satisfaction and discharge of any and all obligations or liability that Surety now has or might have in the future under its Performance Bond.

5. **No Further Responsibility of Developers.** In the event of any default by the Completion Contractor under the terms of the Completion Contract, Obligees will demand and look solely to the Completion Contractor and the Completion Contractor's performance and payment bond surety to perform their respective obligations, and Obligees will make no further demands and assert no further liability related to the Original Contract upon Developers.

7. **Release of Municipal and Developers.** Provided the conditions in paragraphs 1 and 4 of this Agreement are satisfied, upon the Parties' execution of this Agreement and the receipt and clearance of the Surety Payment and satisfaction of the conditions in paragraphs 1 and 4 of this Agreement, Obligees agrees that: (1) Municipal and Developers will have no further responsibility on the Project or obligation to complete or correct any work required to be performed or remaining to be performed under the Original Contract, and (2) Municipal and Developers will be, and hereby are fully, finally, and completely released, discharged and exonerated of and from any and all claims, demands, causes of actions and/or obligations under the Original Contract or Developers Performance Bond, with the exception the Reserved Claims. Provided the conditions in paragraphs 1 and 4 of this Agreement are satisfied, and with the exception of the Reserved Claims, in the interest of resolving any and all matters relating to the Original Contract, and under the sound policy of law favoring the settlement of disputes, the Parties understand and agree that the Surety Payment constitutes and represents full and just consideration for and satisfaction of any and all claims by Obligees against Municipal or Developers arising out of, related to, or incidental to the Original Contract or the Performance Bond, including, without limitation, the Obligees Damages. Provided the conditions in paragraphs 1 and 4 of this Agreement are satisfied, upon the Parties' execution of this Agreement and the receipt and clearance of the Surety Payment and satisfaction of the conditions in paragraphs 1 and 4 of this Agreement, and with the exception of the Reserved Claims, Obligees, by acceptance of this Agreement and the Surety Payment, irrevocably remises, releases, and forever discharges Municipal, Developers, Guardian Group, Inc., and their respective officers, directors, employees, parent companies, sibling companies, insurers, reinsurers, agents, successors, assigns, and attorneys of and from all liabilities, obligations, promises, agreements, controversies, damages, liquidated damages actions, causes of actions, suits, rights, demands, losses, debts, expenses, attorneys' fees and claims, whether known or unknown, whatsoever in law and/or in equity under and arising out of or related to the Project, Original Contract, or Performance Bond, including, without limitation, the Obligees Damages and/or any and all claims for interest, costs, attorneys' fees, and statutory or common law "bad faith" against Developers that relate to or arise out of the manner and/or timeliness in which Developers reviewed, handled, investigated, and/or settled any and all claims related to Municipal's defaults and/or breaches, and any and all claims arising under Chapters 624 or 626, Florida Statutes, that relate to the claim(s) against Developers' Performance Bond, regardless of

when such claim(s) arose or accrued. Notwithstanding the foregoing, any and all of Obligee's rights under this Agreement shall remain in full force and effect to the fullest extent permitted under the law.

8. Release of Obligee. With the exception of the defense of any Reserved Claims, Municipal and Developers, by acceptance of this Agreement and in exchange for the consideration herein, irrevocably remise, release, and forever discharge Obligee of and from all liabilities, obligations, promises, agreements, controversies, damages, liquidated damages actions, causes of actions, suits, rights, demands, losses, debts, expenses, attorneys' fees and claims, whether known or unknown, including any claims for latent defects, whatsoever in law and/or in equity under and arising out of or related to the Project, Original Contract, and Performance Bond. Surety waives any and all claims for payment or compensation from Obligee, whether known or unknown, pursuant to any contract, at common law, or through subrogation.

9. No release of third-party claims under Payment Bond. In no event shall Obligee withhold any of the Contract Balance or Surety Payment from the Completion Contractor because of or on account of any claims, liens, suites, or demands for payment by any person or entity furnishing or alleging to have furnished labor, materials, and/or supplies to Municipal on this Project. Notwithstanding the release in paragraph 7, Developers' Payment Bond will remain in full force and effect as to proper claimants that furnished labor, services, materials, equipment, or supplies to or for Municipal under the Original Contract, subject to any limitations and defenses that may exist at law or at equity, and strictly subject to the penal sum of the Payment Bond. All payments properly made or to be made by Surety pursuant to its Payment Bond shall be credited against the Penal Sum of the Payment Bond. However, notwithstanding anything to the contrary, Developer's payments or performance under the Performance Bond (including the Surety Payment) shall not reduce the penal sum of the Payment Bond. Furthermore, Municipal and Developers acknowledge that all of Municipal's subcontractors or suppliers have been or will be paid amounts due and owing under any contract, subcontract, purchase order, invoice, or the Payment Bond for amounts not properly paid by Municipal. Nothing herein waives any rights, claims, or defenses that Developers may have against Municipal's subcontractors or suppliers as to any claim under the Payment Bond.

10. No Admission of Liability. The Surety Payment and promises set forth in this Agreement are not an admission of any fact or liability by any of the Parties.

11. Reservation of Developers' Claims against Municipal and Indemnitors. Nothing in this Agreement reduces, impairs, or diminishes Developers' rights and claims against Municipal or any indemnitor under any indemnity agreement, or applicable law, all of which are expressly reserved. Developers represents that Municipal's claims against Obligee that are the subject of the release herein, have been assigned to Developers in full.

12. No Third-Party Beneficiaries. Nothing contained in this Agreement creates any third-party beneficiaries nor confers any benefit or enforceable rights under this Agreement upon

any person or entity other than the Parties to this Agreement.

13. As-Built Drawings. Obligee still awaits complete, finalized, and certified as-built drawings signed and sealed by a Professional Land Surveyor licensed in the State of Florida, for the portions of the Project Municipal constructed (“As-Built Drawings”). At no cost to Obligee, Developers will continue to cooperate with Obligee to ensure that Obligee receives the As-Built Drawings that are acceptable to Obligee.

14. General Provisions.

a. Nothing in this Agreement waives or releases any claim relating to any other contract, bond, or project, it being expressly acknowledged that this Agreement only applies to the Project.

b. The Parties and their signatories warrant that each has the power and authority to execute this Agreement.

c. The Parties have voluntarily executed this Agreement based upon their independent investigations. The provisions of the Agreement will be applied and interpreted in a manner consistent with one another so as to carry out the purpose and intent of the Parties, but if for any reason any provision is unenforceable or invalid, such provision will be deemed severed from this Agreement and the remaining provisions will be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

d. This Agreement constitutes the entire agreement between and among the Parties regarding the issues that are the subject of this Agreement. Any prior understandings or agreements regarding the issues that are the subject of this Agreement, and any representations made by either of the Parties to the other not included or specifically addressed in this Agreement regarding the issues that are the subject of this Agreement, are deemed to be merged herein and not binding as to the Parties as this Agreement constitutes the complete understanding and agreement between the Parties regarding the issues that are the subject of this Agreement.

e. The Parties acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one the terms, conditions, and restrictions, and as to the effect of all the provisions of this Agreement. The Parties agree to the enforcement of any and all of these provisions and execute this Agreement with full knowledge of these provisions. If any provision of this Agreement requires judicial interpretation, the Parties agree that the court interpreting or constructing the provisions will not apply the presumption that the terms hereof be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document.

f. This Agreement may be executed in one or more counterparts, each of

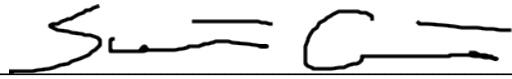
which shall be deemed an original and all of which together shall constitute one and the same instrument.

g. Each of the Parties confirms that it has not assigned any of its claims arising out of or in any way relating to the Project, the Original Contract, the Payment Bond, or the Performance Bond to any third person, firm, or entity.

THE SIGNATORIES ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

**DEVELOPERS SURETY AND
INDEMNITY COMPANY**

TOWN OF JUPITER, FLORIDA

By: 

By: _____

Printed Name: Scott Guest

Printed Name: _____

Its: Assistant Vice President

Its: _____

Date: March 11, 2024

Date: _____

Attachment 4

THIS CONTRACTOR TAKEOVER AND COMPLETION AGREEMENT (the "**Agreement**"), is made and entered into as of this ____ day of March, 2024 (the "**Effective Date**") by and between the Town of Jupiter ("**Owner**") and Giannetti Contracting Corporation ("**Contractor**"), for Contractor's takeover and completion of the project known as Pine Gardens North Infrastructure Improvements (WS2012) (the "**Project**") as provided for herein.

WHEREAS, Owner awarded and entered into a contract with Municipal Contractors, Inc. ("Municipal"), to act as contractor for the construction of the project known as Pine Gardens North Infrastructure Improvements (WS2012) (the "**Project**"), which contract is referred to herein as the "Original Contract";

WHEREAS, at Municipal's request, Developers Surety and Indemnity Company ("Developers") issued a Performance Bond and a Payment Bond naming Municipal as principal and Owner as obligee;

WHEREAS, Owner terminated the Original Contract claiming Municipal defaulted on its obligations on the Project, and made demand on Developers to perform its obligations under the Performance Bond;

WHEREAS, Developers arranged for Owner to enter into a new contractual agreement with Contractor, under which Contractor will complete all of the remaining work to be performed under the Original Contract and will furnish to Owner payment and performance bonds guaranteeing Contractor's performance under this Agreement;

WHEREAS, Contractor agreed to takeover and complete the Project pursuant to this Agreement and consistent with and pursuant to the same terms and conditions as Municipal agreed to in the Original Contract to the fullest practical extent;

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS OF AGREEMENT AND RELEASE

1. **Recitals; Conditions.** The Recitals set forth above are true and correct and incorporated herein by reference. This Agreement is contingent on Contractor obtaining payment and performance bonds acceptable to the Owner, obtaining a Bid Bond issued by a surety meeting the requirements of the bid documents associated with Municipal's bid, and executing this Agreement along with the forms attached as composite Exhibit A. This entire Agreement is also contingent on Developers and the Owner executing a mutually agreeable Tender and Settlement Agreement. This entire Agreement is also subject to the approval of the Town Council, who shall review and consider this Agreement at a specially set meeting. If this Agreement is not approved by the Town Council, this Agreement shall be null and void and the terms of this Agreement and the discussions or actions by the Parties shall not be construed as a waiver of any claim or defense, by any party, in litigation or otherwise. If the conditions in this Agreement are not satisfied, this Agreement shall be null and void and of no force and effect.

2. **Scope of Services.** Contractor shall perform the work as set forth in the Contractor's proposal dated February 2, 2024 and Contractor's New Proposed Schedule of Values (the "**Work**"), a copy of which is annexed hereto as Exhibit B. Contractor represents that the Original Contract can be completed for the amount stated in the Proposal. Contractor shall be responsible for completion of the remaining work in conformance with the terms and conditions of the Original Contract.

3. **Standard of Care.** Contractor shall adequately and fully furnish all services, materials, labor and equipment required to properly and timely perform the Work in a workman-like and professional manner, free from defects and commensurate with the standard of care that a contractor would employ on other similar projects in the same geographic locality and as required by the Original Contract. Contractor shall take such safeguards and precautions as are necessary to avoid damage to property or injury to persons and Contractor shall be responsible to repair any damage caused to the premises or other parties caused by its Work. The Work shall be performed in accordance with all applicable laws, rules, regulations, codes and directives of governmental entities having jurisdiction over the Work, the premises, Contractor and Owner (collectively, "**Applicable Laws**").

Contractor hereby represents, warrants, covenants and guarantees that Contractor and any of its employees, consultants, subcontractors, materialmen or any third-parties performing the Work are, to the extent required, duly licensed as required by Applicable Laws.

4. Incorporation of Original Contract. The Original Contract between the Owner and Municipal included the Invitation to Bid, Instructions for Bidders, the Agreement (Contract) Between Owner and Contractor dated 6-22-2022, the Standard General Conditions of the Construction Contract, the Plans or Drawings, and any Supplementary Conditions, Specifications, and all addenda, appendices, and modifications to those documents issued in accordance with the Original Contract. The Original Contract also included, and is modified by, all approved Change Orders. The Original Contract and all included documents are incorporated by reference into this Agreement to the fullest practical extent. Contractor represents and warrants that it has reviewed the Original Contract, understands the obligations set forth therein, and hereby agrees to takeover and complete this Project as if Contractor agreed to the same terms as Municipal to the fullest practical extent. For the avoidance of any doubt and/or to resolve impracticalities, Contractor agrees:

(a) Contractor shall be compensated in the amount specified in the Proposal, but subject and pursuant to the same procedures, timing, terms and conditions referenced in the Original Contract; *provided*, however, that the Contractor replaces "Municipal" and Contractor's surety replaces "Developers." Contractor's Bid Items found in Exhibit B shall be subject to Technical Specification Section 01025 (Addendum 4) in the Original Contract. It is understood that payments will be made on a Unit Price basis for Work completed by Contractor and accepted by Owner, in accordance with this Agreement and the Original Contract.

(b) Applications for payment shall be notarized and supported by such documents substantiating Contractor's right to payment as Owner may require, including, without limitation, lien waivers and copies of requisitions from subcontractors and suppliers and invoices and paid invoices for materials paid for by previous applications for payment for materials stored on site.

(c) Contractor's applications for payment shall be subject to retainage pursuant to the same procedures, terms and conditions referenced in the Original Contract.

(d) Contractor is subject to the same progress meeting requirements and frequency as referenced in the Original Contract.

(e) Contractor is solely responsible for obtaining a staging site, protection and safekeeping of equipment and materials at or near the staging site and in the Project work areas, and shall immediately provide access to Owner or regulatory agencies should the need for access arise. Upon completion of the Project, the Contractor shall remove all of its equipment, surplus materials and restore the staging site and all work areas to original grades and condition, at no additional cost to Owner.

(f) Contractor shall perform a minimum of 60% of the remaining Work contemplated in its Proposal using Contractor's own forces. Contractor shall provide qualified full-time supervision on site at all times during the performance of its Work.

(g) Pursuant to the terms of the Original Contract, Contractor provides a warranty for the work performed by Municipal and Contractor; it being the intent that Contractor will be responsible for all work completed on the Project, whether by Municipal or Contractor.

(h) Schedule for Completion of Remaining Work New Completion Date and Liquidated Damages. Contractor acknowledges that time is of the essence in completing the Work. Within two (2) weeks of approval of this Agreement by the Town Council, Contractor shall provide a detailed construction schedule for completing the Work. The Contractor shall commence work within two (2) weeks of receiving a notice to proceed from the Owner. The Work shall be substantially complete within 180 days from Contractor's receipt of the notice to

proceed, and shall achieve Final Completion by 210 days from Contractor's receipt of the notice to proceed. Contractor shall be subject to liquidated damages pursuant to the same terms referenced in Section 3.2 of the Agreement (Contract) Between Owner and Contractor dated 6-22-2022. As such, Contractor shall pay Owner \$750/day for each day that expires after the time specified herein for substantial completion until the Work is substantially complete, and \$500/day that expires after the time specified herein for final completion from the date of final completion until the Work has reached final completion.

(i) Contractor shall provide all insurances required under the Original Contract, as well as furnishing separate payment and performance bonds to Owner for the full amount of the proposal amount reflected in Exhibit B. The payment and performance bonds shall be in a form acceptable to Owner and must include claims for damages including delay damages/liquidated damages.

(j) Notices. Whenever the Original Contract or this Agreement requires notice, notices will be governed by Article 18 of the Standard General Conditions of the Construction Contract; *provided, however*, Contractor's physical address is: 1801 NW 18th Street, Pompano Beach, Florida 33069, and email address is: Fred Tingberg <Fred@giannetticorp.com>; Richie Gibbs <richie@giannetticorp.com>.

5. Owner's Rights. Except to the extent provided in this Agreement and to the fullest practical extent, Owner shall have all rights under the Original Contract with respect to Contractor and its surety, to the same extent and effect as if Contractor and its surety had executed or been subject to the Original Contract initially instead of Municipal and Developers, and Municipal had not defaulted and been terminated.

6. Changes in Work. Owner reserves the right, to the extent appropriate under the Original Contract, to issue Change Orders. The terms of these Change Orders, including attendant extensions of time and valuation of Change Order work, shall be determined as provided in the Original Contract.

7. Inspections by Owner and Rejection of Work. The Work shall be subject to inspection and acceptance by the Owner, as provided in the Original Contract. If inspection by the Owner reveals work that Contractor did not perform in accordance with the Original Contract, the Owner shall have all rights and claims as set forth in the Original Contract.

8. Payment Requests. Contractor shall submit to Owner whatever information or documentation is required regarding the Work as referenced in the Original Contract, and to conform to and support the requisition process and schedule established under the Original Contract. Owner shall have all rights and claims for offsets against payment requests as set forth in the Original Contract.

9. No Damage for Delays. Contractor agrees that it is not entitled to any damages for delay, extended overhead, acceleration, discontinuity, disruption, overtime, rescheduling, interference or change in the sequence of Work and expressly waives its rights to any such damages.

10. Contractor Claims. Claims by Contractor for, among other things, extra or additional work, and additional time, shall be made in writing to the Owner pursuant to the terms of the Original Contract.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall have the same indemnification obligations as Municipal, as set forth in the Original Contract at Section 7.18 of the Standard General Conditions of the Construction Contract.

12. Insurance. Contractor shall obtain and maintain the same insurance as previously required of Municipal and set forth in the Original Contract. Contractor's Certification of Insurance is attached as Exhibit "C."

13. Termination and Suspension. The parties' rights and obligations governing termination and suspension are referenced in the Original Contract at Article 16 of the Standard General Conditions of the Construction Contract.

14. Mechanic's Liens and Violations. If any construction mechanic's lien or other claim shall be filed for or on account of the Work, Contractor shall comply with the terms of the Original Contract.

15. Successors and Assigns. This Agreement shall be binding upon Owner, Contractor and their respective successors, assigns and legal representatives. It is nevertheless understood that Owner has made this Agreement to secure the services of Contractor, and Contractor may not assign, subcontract or otherwise delegate its responsibilities or rights under this Agreement without the prior written consent of Owner. Said consent by the Owner may be withheld with or without a reason. Any purported assignment by Contractor made in contravention of this provision shall be deemed null and void.

16. Other Conditions

(a) Governing Law/Venue/Construction. The Contract shall be governed by the laws of the State of Florida to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action may be instituted. Venue shall be in the Court of competent jurisdiction in Palm Beach County, Florida. OWNER AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

(b) Third Party Relationship. Contractor hereby states, represents and warrants that it is an independent contractor. This Agreement shall not be construed in any way to create a partnership or joint venture between the parties. The sole relationship of Contractor to Owner is that of an independent contractor. All persons performing the Work shall be the responsibility of Contractor and shall not for any purpose be considered employees or agents of Owner.

(c) Entire Agreement/Conflicts/Amendments. This Agreement, the documents incorporated by reference herein, and the Exhibits annexed hereto constitute the entire Agreement between Owner and Contractor with respect to the Work. This Agreement may be amended only by a written instrument signed by both parties.

(d) Drafting/Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties have participated jointly in the negotiation and drafting of this Agreement, and they agree that any ambiguity or question of intent or interpretation that may arise shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(e) Electronic Signatures/Scanned Copies/Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic signatures and electronic portable document format ("pdf") signature versions and scanned versions of this Agreement shall be deemed to have the same legal binding effect as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth on the first page herein.

Owner:
Town of Jupiter

By: _____

Name: Jim Kuretski

Title: Mayor

Contractor:
Giannetti Contracting Corporation

By: _____

Name: Nicholas Apostol

Title: Vice President

Exhibit A
Owner's Standard Forms



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

APOSTOL, NICHOLAS JAMES

GIANNETTI CONTRACTING CORPORATION
1801 NW 18TH AVENUE
POMPANO BEACH FL 33069

LICENSE NUMBER: CGC1519762

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LYSENKO, ILIA V
GIANNETTI CONTRACTING CORPORATION
268 NW 118 DRIVE
CORAL SPRINGS FL 33071

LICENSE NUMBER: CUC1225383

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: GIANNETTI CONTRACTING CORPORATION

Receipt #: 180-271092
Business Type: GENERAL CONTRACTOR

Owner Name: NICHOLAS JAMES APOSTOL
Business Location: 1801 NW 18 ST
POMPANO BEACH
Business Phone: 9547928104

Business Opened: 08/12/2015
State/County/Cert/Reg: CGC1519762
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
6

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GIANNETTI CONTRACTING CORPORATION
6340 SIMS DR
STERLING HEIGHTS, MI
48313

Receipt # WWW-22-00274763
Paid 09/12/2023 27.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: GIANNETTI CONTRACTING CORPORATION

Receipt #: 180-271092
Business Type: GENERAL CONTRACTOR

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Business Phone: 9547928104

Business Opened: 08/12/2015
State/County/Cert/Reg: CGC1519762
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
6

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-22-00274763
Paid 09/12/2023 27.00

Bid Bond

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

Bidder		Surety			
Name: Giannetti Contracting Contractor Phone: 954-972-8104 Address (principal place of business): 1801 NW 18 Street Pompano Beach, FL 33069		Name: Phone: Address (principal place of business):			
Owner		Bid			
Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding-right: 5px;"> Town Hall 210 Military Trail Jupiter, FL 33458 </td> <td style="width: 50%; padding-left: 5px;"> Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 </td> </tr> </table>		Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458	Project (name and location): Pine Gardens North Infrastructure Improvements (W/S2012) Jupiter, Florida The project is located in the Town of Jupiter between Indiantown Road, Old Dixie Highway, Center Street, Douglas Drive, and the west end of Fern Street, and also on Florida Avenue and Seminole Avenue north of Center Street. Bid Due Date:	
Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458				
Bond					
Penal Sum: <u>5% of amount bid</u>		Date of Bond: _____			
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.					
Bidder		Surety			
Giannetti Contracting Corporation <i>(Full formal name of Bidder)</i>		_____ <i>(Full formal name of Surety) (corporate seal)</i>			
By: _____ <i>(Signature)</i>		By: _____ <i>(Signature) (Attach Power of Attorney)</i>			
Name: <u>Nicholas Apostol</u> <i>(Printed or typed)</i>		Name: _____ <i>(Printed or typed)</i>			
Title: <u>Vice President</u> _____		Title: _____ _____			
Attest: _____ <i>(Signature)</i>		Attest: _____ <i>(Signature)</i>			
Name: <u>Jeffrey Melnechuk</u> <i>(Printed or typed)</i>		Name: _____ <i>(Printed or typed)</i>			
Title: <u>General Superintendent/Authorized Signatory</u>		Title: _____			
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.					

Bid Bond (Continued)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION - LOWER TIER PARTICIPANT** the text here

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor it's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: Giannetti Contracting Corporation

Address: 1801 NW 18 Street

City: Pompano Beach State: FL Zip: 33069

Signature:  Date: March 1, 2024

Name (Printed) Nicholas Apostol

NON-CERTIFICATION:

Contractor Name: Giannetti Contracting Corporation

Address: 1801 NW 18 Street

City: Pompano Beach State: Florida Zip: 33069

Signature: _____ Date: March 1, 2024

Name (Printed) Nicholas Apostol

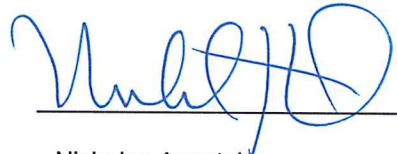
Contractor E-Verify Affidavit

I hereby certify that Giannetti Contracting Corporation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Giannetti Contracting Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____



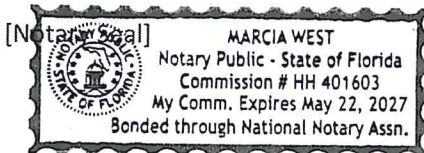
Print Name: Nicholas Apostol

Date: March 1, 2024

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 3/1/2024 (date) by Nicholas Apostol, Vice President (name of officer or agent, title of officer or agent) of Giannetti Contracting Corporation (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



Notary Public



Name typed, printed or stamped

My Commission Expires:

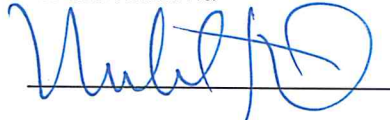
Subcontractor E-Verify Affidavit

I hereby certify that Giannetti Contracting Corporation [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Giannetti Contracting Corporation [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____



Print Name: Nicholas Apostol

Date: March 1, 2024

STATE OF FLORIDA

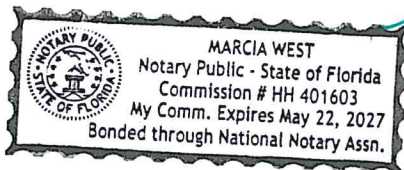
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 3/1/2024 (date) by Nicholas Apostol, Vice President (name of officer or agent, title of officer or agent) of Giannetti Contracting Corporation (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public





Name typed, printed or stamped

My Commission Expires:

Contractor Safety Qualifications/Requirements

1. APPLICABILITY

- A. Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work on or adjacent to the hazardous chemical process at the Jupiter Water Treatment plant is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CFR 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CFR 1910.119(h)).
- B. **CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.**

2. OWNER RESPONSIBILITY

- A. Selecting a Contractor:
 - 1. When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.
- B. Informing a Contractor:
 - 1. Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
 - 2. Explain to the contractor the applicable provisions of the facilities emergency response program (i.e. alarms, evacuation routes, etc.)
 - 3. Inform the contractor of the facility's safe work practices of operations such as:
 - i. Confined space entry
 - ii. Equipment/line opening
 - iii. Lockout/tagout Program
 - iv. Control over entry into regulated (i.e. hazardous) process areas
 - v. Hot Work Permit
- C. Evaluating a Contractor's Performance
 - 1. Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. CONTRACTOR RESPONSIBILITY

- A. Assure that each of the contractor's employee's is trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.
- B. Assure that each of the contractor's employees are instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency response plan.
- C. Assure that Contractor's employees and subcontractor's/laborers attend the WTP safety orientation and follow the facility's safety rules including safe work practices such as control over entry into hazardous chemical process areas, lockout/tagout, equipment/line opening, confined space safety, and hot work permit.

- D. Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- E. Obtain and evaluate information pertaining to subcontractor's safety programs.
- F. Assure that subcontractor's and laborers are trained in their work practice to safety perform their jobs.
- G. Maintain an active list of all workers on site at all times and provide list to Owner immediately upon request.

4. CONTRACTOR SUBMITTALS

A. Training Certification

- 1. Prior to the commencement the contractor shall certify in writing to the Owner that those employees involved in work on or around the hazardous chemical process at the Jupiter Water Treatment Plant have successfully completed training in accordance with 40 CFR 68.87(c) and 29 CFR 1910.119(h)(3).

B. Records Maintenance

- 1. The Contractor shall maintain a record of those employees who successfully completed the above training. These records must include the following information:
 - i. Name of the employee
 - ii. Contents of training
 - iii. Date of training
 - iv. Means used to verify that the employee understood the training

C. Additional Responsibilities

- 1. Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.
- 2. Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.
- 3. Contractor employees, subcontractors, and laborers must participate in a mandatory on-site safety orientation conducted by the Owner before work begins. It is the Contractor's responsibility to schedule these meetings with the Owner, and it is the Contractor's responsibility to ensure all persons working on the Water Treatment Plant site under this contract have attended the mandatory on-site safety orientation. Failure to do so will result in removal of those persons who have not received the training from the job site until such time as the training is obtained.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION			
Company Name: Giannetti Contracting Corporation			
Address 1: 1801 NW 18 st			
Address 2:			
City, State, Zip: Pompano Beach, Florida 33069			
Telephone No.: 954-972-8104			
Fax No.: 954-972-8108			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name: N/A			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General Business Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Worker's Compensation Insurance			
3.2 How long have you been covered by your current provider of Worker's Compensation Insurance?			
SEE ATTACHED			
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years:			
Year	Intrastate EMR	Interstate EMR	Comments
SEE ATTACHED			

3.3 EMR

March 6, 2024

Giannetti Contracting Corporation
1801 NW 18th Street
Pompano Beach, FL 33069

RE: Workers Compensation Intrastate Experience Modification (FL)

This letter is to confirm the FL Intrastate Experience Modification Rating for the following terms:

Term	Rate
12/01/2023 – 12/31/2023	.78
12/01/2022 – 12/01/2023	.71
12/01/2021 – 12/01/2022	.86
12/01/2020 – 12/01/2021	.80
12/01/2019 – 12/01/2020	.85

If you need any further information regarding the EMR, Please contact the undersigned.

Sincerely,

Kim Brown

Kim Brown
Account Manager

Phone 248.519.1400 ▪ **FAX** 248.519.1401 ▪ 989 E. South Blvd., Suite 200 Rochester Hills, MI 48084

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: **Guy Hurley - Attn Kim Brown**

Address 1: **989 East South Boulevard, Suite 200**

Address 2:

City, State, Zip: **Rochester Hills, MI 48307**

Telephone No.: **248-519-1400**

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: <u>2023</u>		Year: <u>2022</u>		Year: <u>2021</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	0	0	0	0	0	0
Restricted Workday Cases	0	0	0	0	0	0
Medical Treatment (not First Aid) Cases	0	0	1	1.22	0	0
Total Illness Cases	0	0	0	0	0	0
Total Recordable Cases	0	0	1	1.22	0	0
Fatalities	0	0	0	0	0	0

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

N/A

ext here

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ___ No Frequency: weekly
- Employees? ☒ Yes ___ No Frequency: weekly
- New Hires? ☒ Yes ___ No Frequency: once
- Subcontractors? ___ Yes ☒ No Frequency: n/a

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

___ Yes ☒ No

Name: _____ Title: _____

How frequently will the representative visit the project site? _____

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

Yes

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Nicholas Apostol Title: Vice President

Telephone No.: 954-972-8104

SECTION 8: HEALTH AND SAFETY CITATIONS

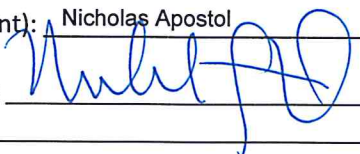
8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

SEE ATTACHED

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Nicholas Apostol Title: Vice President

Signature:  Date: March 1, 2024

**U.S. DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION**

In the Matter of: **Giannetti Contracting Corporation**

OSHA No.(s): **1542127**

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA) representative, in settlement of the above citation(s) and penalties which were issued on **November 29, 2021**, hereby agree as follows:

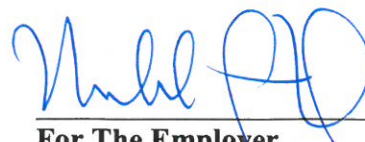
1. The Employer agrees to correct the violations as cited in the above citations or as amended below.
2. The Employer agrees to pay the proposed penalties, if any, as issued with the above citation(s), or, if amended by this agreement, as amended below.
3. OSHA agrees that the following citations and penalties are being amended as shown below:

Cit ID	STANDARD	Abatement Status / Changes	Initial Proposed Penalty	Amended Penalty
1-1	29 CFR 1926.28(a)	No changes	\$5,851.00	No changes \$5,851.00
2-1	29 CFR 1926.652(a)(1)	Reclassify from Willful to serious Reduction in penalty	\$136,532.00	\$13,653.00
Total Proposed Penalty			\$142,383.00	
			Total Amended Penalty	\$19,504.00

4. The Employer, by signing this informal settlement agreement, hereby waives its rights to contest the above citation(s) and penalties, as amended in paragraph 3 of this agreement.
5. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraph 3 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
6. The Employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.

7. Each party hereby agrees to bear its own fees (including attorney fees) and expenses incurred by such party in connection with this proceeding, including the implementation of the terms and conditions of this agreement.
8. As part of the terms of this settlement, on a monthly basis for a period of February 1, 2022 thru July 31, 2022 from signing this settlement, the Employer shall provide the Tampa Area Office (Complainant) with a list of active locations within Florida where he is working so Complainant may monitor and/or conduct random inspections. The list must be submitted to the Area Director no later than the fifth day of the month.
9. As part of the terms of this settlement, the Employer agrees that within 30 working days of signing this agreement, to develop and implement a Trench/Excavation site specific safety plan for all excavations five feet deep or greater. This plan must include, but not limited to, purpose, personnel contact information, including name(s) of the competent person(s), job hazard analysis, soil classification, protective systems to be implemented in the job site, inspections, protection from hazards associates with water accumulation, stability of adjacent structures, protection of employees from loose rock or soil, and access and egress. The Employer further agrees to provide documentation of the plan to the Area Director within 10 working days following completion.
10. The Employer agrees to provide additional training on the requirements of Subpart P - Excavations of the OSHA construction standards, to their foremen/superintendents within 30 working days of signing this agreement. The Employer further agrees to provide documentation of the plan to the Area Director within 10 working days following completion.
11. **The Employer further agrees to pay the penalty of \$19,504.00 within fifteen (15) working days of the signature of this Informal Settlement Agreement.** If within not paid by this date, the full penalty as originally assessed shall become due and payable. Please make your checks or money orders payable to “**DOL -OSHA**”, and submit to 5807 Breckenridge Parkway, Suite A, Tampa, FL 33610-4249. Please indicate the Inspection Number **1542127** on your remittance. Payments may also be made electronically at <http://www.pay.gov>. See the enclosed announcement for more information.

**For Occupational Safety
And Health Administration
Area Director**
(signature and date)



For The Employer
(signature and date)

NICK APOSTOL, V.P. 12/22/2021

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Nicholas Apostol
[print individual's name and title]

for Giannetti Contracting Corporation
[print name of entity submitting sworn statement]

whose business address is 1801 NW 18 St, Pompano Beach, Florida 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is:
38-2477625

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]
- by Nicholas Apostol , Vice President
[print individual's name and title]
- for Giannetti Contracting Corporation
[print name of entity submitting sworn statement]
- whose business address is 1801 NW 18 St, Pompano Beach, Florida 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is:
38-2477625

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
Statement: _____.)

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3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

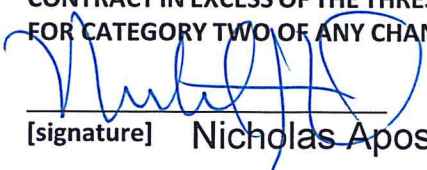
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature] **Nicholas Apostol**

Sworn to and subscribed before me this 1st day of March, 2024

Personally known Type text here ✓

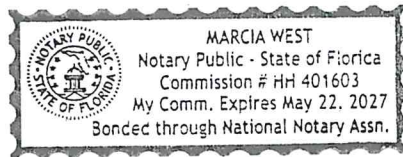
OR Produced identification _____ Notary Public – State of Florida

My commission expires HH 401603

MARCIA WEST

(Printed typed or stamped commissioned name notary public)

Marcia West



Trench Safety

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE(LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
A. <u>Sheeting</u>	<u>LS</u>	<u>1</u>	<u>1</u>	<u>\$ 1.00</u>
B. <u>Shoring</u>	<u>LS</u>	<u>1</u>	<u>1</u>	<u>\$ 1.00</u>
C. <u>Slope</u>	<u>LS</u>	<u>1</u>	<u>1</u>	<u>\$ 1.00</u>
D. _____				

Contractor: Giannetti Contracting Corporation

By: _____

Name: Nicholas Apostol

Title: Vice President

Date: March 1, 2024

Payment Bond

Contractor Name: _____ Phone: _____ Address (<i>principal place of business</i>): _____	Surety Name: _____ Phone: _____ Address (<i>principal place of business</i>): _____		
Owner Name: Town of Jupiter Phone: 561-746-5134 Mailing address (<i>principal place of business</i>): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding-right: 5px;"> Town Hall 210 Military Trail Jupiter, FL 33458 </td> <td style="width: 50%; padding-left: 5px;"> Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 </td> </tr> </table>	Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458	Contract Description (<i>name and location</i>): Pine Gardens North Infrastructure Improvements (W/S2012) Jupiter, Florida The project is located in the Town of Jupiter <i>between Indiantown Road, Old Dixie Highway, Center Street, Douglas Drive, and the west end of Fern Street, and also on Florida Avenue and Seminole Avenue north of Center Street.</i> Contract Price: \$ _____ Effective Date of Contract: _____
Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458		
Bond Number: _____			
Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☒ See Paragraph 19			
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.			
Contractor as Principal	Surety		
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>		
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>		
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>		
Title: _____	Title: _____		
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>		
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>		
Title: _____	Title: _____		
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>			

Payment Bond (Continued)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Payment Bond (Continued)

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.
16. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
17. Definitions
 - 17.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 17.1.1. The name of the Claimant;
 - 17.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 17.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 17.1.4. A brief description of the labor, materials, or equipment furnished;
 - 17.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 17.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 17.1.7. The total amount of previous payments received by the Claimant; and

Payment Bond (Continued)

- 17.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 17.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 17.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 17.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 17.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
19. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 15 and renumbering of the paragraphs thereafter.

Performance Bond

Contractor		Surety	
Name: _____		Name: _____	
Phone: _____		Phone: _____	
Address (principal place of business): _____		Address (principal place of business): _____	
Owner		Contract	
Name: Town of Jupiter		Description (name and location):	
Phone: 561-746-5134		Pine Gardens North Infrastructure Improvements	
Mailing address (principal place of business):		(W/S2012) Jupiter, Florida	
Town Hall	Water Treatment Plant	The project is located in the Town of Jupiter between Indiantown Road, Old Dixie Highway, Center Street, Douglas Drive, and the west end of Fern Street, and also on Florida Avenue and Seminole Avenue north of Center Street.	
210 Military Trail	17403 Central Blvd.	Contract Price: \$ _____	
Jupiter, FL 33458	Jupiter, FL 33458	Effective Date of Contract: _____	
Bond Number: _____			
Bond Amount: _____			
Date of Bond: _____			
<i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>			
Modifications to this Bond form: ☐ None ☒ See Paragraph 17			
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.			
Contractor as Principal		Surety	
<i>(Full formal name of Contractor)</i>		<i>(Full formal name of Surety) (corporate seal)</i>	
By: _____	By: _____	By: _____	
<i>(Signature)</i>	<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>	
Name: _____	Name: _____	Name: _____	
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	
Title: _____	Title: _____	Title: _____	
Attest: _____	Attest: _____	Attest: _____	
<i>(Signature)</i>	<i>(Signature)</i>	<i>(Signature)</i>	
Name: _____	Name: _____	Name: _____	
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	
Title: _____	Title: _____	Title: _____	
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.			

Performance Bond (Continued)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

Performance Bond (Continued)

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended, which statute supersedes this bond to the extent of any conflict, and to the extent the Public Construction Bond coverage provided in such statute may be broader than this bond. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

Performance Bond (Continued)

15. Definitions

- 15.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 15.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 15.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
17. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 14 and renumbering of the paragraphs thereafter.

Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first, and to fully complete all necessary work within the Contract Times specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	180 calendar days from Notice to Proceed
Final Completion:	210 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the project milestones and completion dates are not achieved.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project by Municipal's Surety and the Town of Jupiter, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of the documents provided for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned acknowledges and understands that a portion of this project is federally funded through American Rescue Plan Act (ARPA) funds and agrees to abide and fulfill all obligations required of Contractor associated with the federal funding.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract value as set forth in Take Over Agreement.

The undersigned acknowledges and understands that Contractor and Subcontractors performing work under this Take Over Agreement and associated Contract must complete and submit to the Town the required forms and documents included with this Proposal (Bid Bond, Payment Bond, Performance Bond, Contractor and Subcontractor E-Verify Affidavits, Contractor Safety Qualification Form, Sworn Statement, and Trench Safety Form.

Type text

Proposal (Continued)

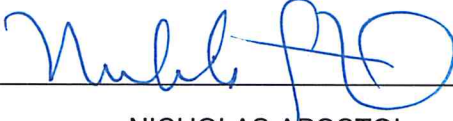
The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE _____

FIRM NAME Giannetti Contracting Corporation

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 38-2477625
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL  _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL NICHOLAS APOSTOL

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL nick@giannetticorp.com; marcie@giannetticorp.com

BUSINESS ADDRESS 1801 NW 18 Street, Pompano Beach, FL 33069

BUSINESS TELEPHONE 954-972-8104

STATE OF INCORPORATION Florida

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

Nicholas Apostol, Vice President, 1801 NW 18 St, Pompano Beach, FL 33069

Richard Gibbs, III, President, 1801 NW 18 St, Pompano Beach, FL 33069

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

Jeffrey Melnechuk, General Manager, 1801 NW 18 St, Pompano Beach, FL 33069

Exhibit B

Contractor's Proposal and Schedule of Values

Guardian Group, Inc.

Surety: Developers Surety and Indemnity Company Principal Municipal Contractors, Inc
 Obligor: City of Jupiter Bond No. ESD0700040
 Project: Pine Gardens North Infrastructure Improvements (W52012) GGI No.: S72-10630

ATTACHMENT 1- SCHEDULE OF VALUES-

(bidders are REQUIRED to provide pricing in this format ONLY)

Bid Item	Line Item Description	Municipal's Original SOV				Municipal's PAY APP#4		New Proposed SOV (Bidder to enter Values in this column)			
		UNIT	QTY	UNIT	TOTAL	QUANTITY INSTALLED	VALUE	UNIT	QTY	UNIT PRICE	TOTAL
1	GENERAL BID ITEMS										
2	General Conditions/Contract Administration	LS	1	\$72,000.00	\$72,000.00	0.70	\$50,400.00	LS	1.00	\$230,000.00	\$230,000.00
3	Indemnification	LS	1	\$100.00	\$100.00	1.00	\$100.00	LS	1.00	\$100.00	\$100.00
4	Mobilization/Demobilization	LS	1	\$130,000.00	\$130,000.00	0.75	\$97,500.00	LS	1.00	\$230,000.00	\$230,000.00
5	Shop Drawings/Record Drawings/GPS Data/Utility Investigation	LS	1	\$62,000.00	\$62,000.00	0.50	\$31,000.00	LS	1.00	\$98,000.00	\$98,000.00
6	Maintenance of Traffic	LS	1	\$52,000.00	\$52,000.00	0.70	\$36,400.00	LS	1.00	\$100,000.00	\$100,000.00
7	Unforeseen Conditions Allowance	ALLOW	1	\$63,958.43	\$63,958.43	0.00	\$0.00	ALLO	1.00	\$200,000.00	\$200,000.00
100	CHANGE ORDERS										
101	CO#1 - Add In-Line Valve on Hibiscus Street east of N. Hepburn	LS	1	\$6,462.00	\$6,462.00	1.00	\$6,460.00			\$10,000.00	
102	CO#2 Cut-in Inline Valve on N Heburn for Daycare	LS	1	\$7,640.11	\$7,640.11	0.94	\$7,162.09	LS	0.06		\$5,000.00
103	CO#3 RCR#6 Venus St. Hydrant Replacement	LS	1	\$15,057.60	\$15,057.60	a.s.o	\$7,528.80	LS	0.50		\$12,500.00
104	CO#5 Add Gate Valve on N. LOK at Edmund	LS	1	\$4,440.00	\$4,440.00	2.00	\$8,880.00			\$2,500.00	
105	CO#6 Plug East Side of S-2 on Hugh Street	LS	1	\$1,041.86	\$1,041.86	1.00	\$1,041.86			\$2,500.00	
106	CO#6 Install Temp Plug at FPL Conflict & Temp Asphalt Repair	LS	1	\$1,400.00	\$1,400.00	0.29	\$400.00	LS	0.71		\$1,000.00
107	CO#7 Credit to Town for Density Re-Testing	LS	1	-\$594.00	-\$594.00	0.00	\$0.00				
8	WATER MAIN										
9	6-Inch PVC Water Main	LF	845	\$62.50	\$52,812.50	8.00	\$500.00		837.00	\$100.00	\$83,700.00
10	8-Inch PVC Water Main	LF	2174	\$69.00	\$150,006.00	1818.00	\$125,442.00		356.00	\$100.00	\$35,600.00
11	4-Inch DI Water Main	LF	129	\$85.00	\$10,965.00	71.00	\$6,035.00		58.00	\$120.00	\$6,960.00
12	6-Inch DI Water Main	LF	300	\$67.00	\$20,100.00	290.00	\$19,430.00		10.00	\$100.00	\$1,000.00
13	8-Inch DI Water Main	LF	292	\$80.50	\$23,506.00	324.00	\$26,082.00			\$200.00	\$0.00
14	10-Inch DI Water Main	LF	6	\$308.00	\$1,848.00	0.00	\$0.00		6.00	\$500.00	\$3,000.00
15	12-Inch DI Water Main	LF	21	\$192.00	\$4,032.00	0.00	\$0.00		21.00	\$400.00	\$8,400.00
16	12-Inch K 8-Inch Tapping Sleeve and Valve	EA	1	\$8,100.00	\$8,100.00	1.00	\$8,100.00			\$10,000.00	
17	12-Inch Long Body Sleeve	EA	6	\$1,625.00	\$9,750.00	0.00	\$0.00		6.00	\$2,000.00	\$12,000.00
18	12-Inch K 6-Inch Tee	EA	3	\$1,800.00	\$5,400.00	0.00	\$0.00		3.00	\$2,100.00	\$6,300.00
19	10-Inch Long Body Sleeve	EA	2	\$1,430.00	\$2,860.00	0.00	\$0.00		2.00	\$2,000.00	\$4,000.00
20	10-Inch K 6-Inch Tee	EA	1	\$1,770.00	\$1,770.00	0.00	\$0.00		1.00	\$2,000.00	\$2,000.00
21	8-Inch 45-Degree Bend	EA	17	\$1,035.00	\$17,595.00	22.00	\$22,770.00			\$2,000.00	
22	8-Inch 22.5-Degree Bend	EA	4	\$1,355.00	\$5,420.00	0.00	\$0.00		4.00	\$2,000.00	\$8,000.00
23	8-Inch Plug	EA	1	\$330.00	\$330.00	0.00	\$0.00			\$1,000.00	
24	8-Inch K 6-Inch Tee	EA	7	\$1,625.00	\$11,375.00	10.00	\$16,250.00			\$2,000.00	
25	8-Inch K 4-Inch Tee	EA	2	\$1,410.00	\$2,820.00	2.00	\$2,820.00			\$2,000.00	
26	8-Inch K 6-Inch Cross	EA	1	\$1,320.00	\$1,320.00	1.00	\$1,320.00			\$2,000.00	
27	6-Inch 90 Degree Bend	EA	1	\$825.00	\$825.00	0.00	\$0.00		1.00	\$2,083.00	\$2,083.00
28	6-Inch 45 Degree Bend	EA	27	\$640.00	\$17,280.00	8.00	\$5,120.00		19.00	\$2,000.00	\$38,000.00
29	6-Inch K 6-Inch Tee	EA	9	\$1,025.00	\$9,225.00	11.00	\$11,275.00			\$1,200.00	
30	6-Inch K 4-Inch Tee	EA	4	\$951.00	\$3,804.00	1.00	\$951.00		3.00	\$2,000.00	\$6,000.00
31	6-Inch K 4-Inch Reducer	EA	2	\$500.00	\$1,000.00	0.00	\$0.00		2.00	\$2,000.00	\$4,000.00
32	6-Inch Long Body Sleeve	EA	4	\$655.00	\$2,620.00	2.00	\$1,310.00		2.00	\$2,000.00	\$4,000.00
33	6-Inch Transition Coupling	EA	11	\$815.00	\$8,965.00	6.00	\$4,890.00		5.00	\$2,000.00	\$10,000.00
34	6-Inch MJ Sleeve	EA	6	\$670.00	\$4,020.00	9.00	\$6,030.00			\$2,000.00	
35	4-Inch 45 Degree Bend	EA	28	\$513.00	\$14,364.00	8.00	\$4,104.00		20.00	\$2,000.00	\$40,000.00
36	4-Inch Long Body Sleeve	EA	6	\$462.00	\$2,772.00	2.00	\$924.00		4.00	\$800.00	\$3,200.00
37	4-Inch Transition Coupling	EA	1	\$580.00	\$580.00	1.00	\$580.00			\$1,000.00	
38	4-Inch Gate Valve	EA	4	\$2,550.00	\$10,200.00	3.00	\$7,650.00		1.00	\$3,000.00	\$3,000.00
39	6-Inch Gate Valve	EA	42	\$3,100.00	\$130,200.00	30.00	\$93,000.00		12.00	\$4,000.00	\$48,000.00
40	8-Inch Gate Valve	EA	7	\$4,440.00	\$31,080.00	4.00	\$17,760.00		3.00	\$5,000.00	\$15,000.00
41	12-Inch Gate Valve	EA	1	\$7,950.00	\$7,950.00	0.00	\$0.00		1.00	\$8,000.00	\$8,000.00
42	6-Inch Valve Insertion	EA	1	\$9,700.00	\$9,700.00	1.00	\$9,700.00			\$10,000.00	
43	8-Inch Valve Insertion	EA	1	\$10,900.00	\$10,900.00	1.00	\$10,900.00			\$12,000.00	
44	12-Inch Valve Insertion	EA	1	\$18,700.00	\$18,700.00	1.00	\$18,700.00			\$20,000.00	
45	6-Inch Linestop	EA	4	\$5,500.00	\$22,000.00	1.00	\$5,500.00		3.00	\$10,000.00	\$30,000.00
46	12-Inch Linestop	EA	5	\$8,500.00	\$42,500.00	0.00	\$0.00		5.00	\$10,000.00	\$50,000.00
47	6-Inch Wet Tap	EA	1	\$1,500.00	\$1,500.00	0.00	\$1.00		1.00	\$5,000.00	\$5,000.00
48	8-Inch Wet Tap	EA	1	\$1,700.00	\$1,700.00	0.00	\$0.00		1.00	\$5,000.00	\$5,000.00
49	12-Inch Wet Tap	EA	1	\$2,500.00	\$2,500.00	0.00	\$0.00		1.00	\$5,000.00	\$5,000.00
50	Fire Hydrant (Install New)	EA	6	\$8,200.00	\$49,200.00	3.00	\$24,600.00		3.00	\$10,000.00	\$30,000.00
51	Fire Hydrant (Replace In-Place)	EA	12	\$8,500.00	\$102,000.00	11.00	\$93,500.00		1.00	\$10,000.00	\$10,000.00
52	Fire Hydrant (Remove Existing)	EA	6	\$1,500.00	\$9,000.00	0.00	\$0.00		6.00	\$2,000.00	\$12,000.00
53	Thrust Collars & Thrust Blocks	EA	20	\$1,650.00	\$33,000.00	6.00	\$9,900.00		14.00	\$2,000.00	\$28,000.00
54	Single Water Service	EA	10	\$2,585.00	\$25,850.00	9.00	\$23,265.00		1.00	\$3,500.00	\$3,500.00
55	Single Water Service with Road Crossing	LS	7	\$2,750.00	\$19,250.00	4.00	\$11,000.00		3.00	\$3,500.00	\$10,500.00
56	Double Water Service	EA	14	\$5,700.00	\$79,800.00	8.70	\$49,590.00		5.30	\$6,000.00	\$31,800.00
57	Double Water Service with Road Crossing	EA	17	\$6,000.00	\$102,000.00	5.80	\$34,800.00		11.20	\$6,000.00	\$67,200.00
58	Cut -In Connections on Existing Watermain	EA	16	\$3,750.00	\$60,000.00	0.00	\$0.00		16.00	\$4,000.00	\$64,000.00
59	Sample Points	EA	8	\$700.00	\$5,600.00	0.00	\$0.00		8.00	\$1,000.00	\$8,000.00
60	Bacteriological Sampling & Testing	LS	1	\$1,750.00	\$1,750.00	0.00	\$0.00		1.00	\$5,000.00	\$5,000.00
61	Abandon Existing Valve	EA	9	\$1,200.00	\$10,800.00	0.00	\$0.00		9.00	\$2,000.00	\$18,000.00
62	Abandon Existing Watermain (4-8")	LF	4325	\$9.00	\$38,925.00	0.00	\$0.00		4325.00	\$20.00	\$86,500.00
63	Asbestos Cement Pipe removal & Disposal	LF	200	\$110.00	\$22,000.00	77.00	\$8,470.00		123.00	\$250.00	\$30,750.00
64	Storm Drainage										

Guardian Group, Inc.

Surety: Developers Surety and Indemnity Company Principal: Municipal Contractors, Inc
 Obligor: City of Jupiter Bond No. ESD0700040
 Project: Pine Gardens North Infrastructure Improvements (W52012) GGI No.: S72-10630
ATTACHMENT 1- SCHEDULE OF VALUES-
(bidders are REQUIRED to provide pricing in this format ONLY)

Bid Item	Line Item Description	Municipal's Original SOV				Municipal's PAY APP#4		New Proposed SOV (Bidder to enter Values in this column)		
65	15" RCP Pipe	LF	158	\$92.50	\$14,615.00	415.60	\$38,443.00		\$150.00	
66	18" RCP Pipe	LF	1049	\$91.80	\$96,298.20	326.00	\$29,925.80	723.00	\$150.00	\$108,450.00
67	24" RCP Pipe	LF	1809	\$104.00	\$188,136.00	505.00	\$52,520.00	1304.00	\$180.00	\$234,720.00
68	30" RCP Pipe	LF	10	\$339.00	\$3,390.00	0.00	\$0.00	10.00	\$500.00	\$5,000.00
69	42" RCP Pipe	LF	10	\$450.00	\$4,500.00	0.00	\$0.00	10.00	\$500.00	\$5,000.00
70	22"x15" ERCP Pipe	LF	5	\$251.00	\$1,255.00	0.00	\$0.00	5.00	\$500.00	\$2,500.00
71	8-Foot Wide Exfiltration Trench	LF	1226	\$204.00	\$250,104.00	1104.00	\$225,216.00	122.00	\$400.00	\$48,800.00
72	15" & 18" SDR-35 PVC	LF	135	\$135.00	\$18,225.00	0.00	\$0.00	135.00	\$200.00	\$27,000.00
73	"C" Structure - 4-ft to 6-ft Depth	EA	26	\$3,700.00	\$96,200.00	14.00	\$51,800.00	12.00	\$6,000.00	\$72,000.00
74	"C" Structure - 6-ft to 8-ft Depth	EA	4	\$6,350.00	\$25,400.00	1.00	\$6,350.00	3.00	\$10,000.00	\$30,000.00
75	Storm Manhole - 4-ft to 6-ft Depth	EA	9	\$7,150.00	\$64,350.00	1.00	\$7,150.00	8.00	\$10,000.00	\$80,000.00
76	Storm Manhole - 6-ft to 8-ft Depth	EA	3	\$8,100.00	\$24,300.00	2.00	\$16,200.00	1.00	\$12,000.00	\$12,000.00
77	Storm Manhole - 8-ft to 10-ft Depth	EA	2	\$14,000.00	\$28,000.00	0.00	\$0.00	2.00	\$18,000.00	\$36,000.00
78	PVC Field Drain	EA	3	\$5,300.00	\$15,900.00	0.00	\$0.00	3.00	\$5,000.00	\$15,000.00
79	Control "E" Structure with Weir Plate	EA	3	\$19,700.00	\$59,100.00	2.25	\$44,325.00	0.75	\$30,000.00	\$22,500.00
80	Concrete Collar Connect New RCP Pipe to Existing Pipe	EA	17	\$750.00	\$12,750.00	1.00	\$750.00	16.00	\$1,500.00	\$24,000.00
81	Core & Connect Pipe to Exist. Structure	EA	5	\$500.00	\$2,500.00	3.00	\$1,500.00	2.00	\$4,000.00	\$8,000.00
82	Remove Existing Stormwater Structure	EA	4	\$750.00	\$3,000.00	2.00	\$1,500.00	2.00	\$1,800.00	\$3,600.00
83	Valley Gutter (Install New)	LF	507	\$30.00	\$15,210.00	0.00	\$0.00	507.00	\$60.00	\$30,420.00
84	Restoration									
85	Concrete Sidewalk Demolition/Removal	SY	2786	\$10.00	\$27,860.00	1724.19	\$17,241.90	1061.00	\$19.00	\$20,159.00
86	Concrete Sidewalk Restoration	SY	2786	\$42.00	\$117,012.00	1205.78	\$50,642.78	1580.00	\$52.00	\$82,160.00
87	F and D Cum Restoration	LF	40	\$60.00	\$2,400.00	30.00	\$1,800.00	10.00	\$100.00	\$1,000.00
88	Valley Gutter Replacement	LF	72	\$35.00	\$2,520.00	0.00	\$0.00	72.00	\$48.50	\$3,492.00
89	Head Curb Replacement	LF	318	\$25.00	\$7,950.00	116.00	\$2,900.00	202.00	\$50.00	\$10,100.00
90	Asphalt Mill & Overlay	SY	5240	\$12.60	\$66,024.00	0.00	\$0.00	5240.00	\$25.00	\$131,000.00
91	Concrete Driveway & Pavement Restoration	SY	1048	\$67.50	\$70,740.00	747.36	\$50,446.80	390.64	\$100.00	\$39,064.00
92	Asphalt Driveway Restoration	SY	1314	\$46.00	\$60,444.00	325.00	\$14,950.00	989.00	\$58.00	\$57,362.00
93	Paver Driveway/Crosswalk Restoration	SY	274	\$82.00	\$22,468.00	69.00	\$5,658.00	205.00	\$116.00	\$23,780.00
94	Water Service Reroute	EA	16	\$4,100.00	\$65,600.00	7.00	\$28,700.00	9.00	\$5,000.00	\$45,000.00
95	Sewer Lateral Reroute	EA	24	\$3,500.00	\$84,000.00	11.00	\$38,500.00	13.00	\$5,000.00	\$65,000.00
96	Import Clean Fill	CY	13	\$100.00	\$1,300.00	0.00	\$0.00	13.00	\$100.00	\$1,300.00
97	Miscellaneous Restoration	LS	1	\$62,000.00	\$62,000.00	0.50	\$31,000.00	0.50	\$200,000.00	\$100,000.00
98	Tree & Shrubbery Removal and Restoration	LS	1	\$16,500.00	\$16,500.00	0.50	\$8,250.00	0.50	\$40,000.00	\$20,000.00
99	Asphalt Trench Repair	SY	1213	\$70.00	\$84,910.00	558.00	\$39,060.00	655.00	\$100.00	\$65,500.00
108										
109										
110										
111	Total (Item Nos. 1-73)				\$3,273,336.70		\$1,692,971.01			\$3,159,000.00
112										
113										
114										
TOTAL BID AND PROPOSAL= \$3,159,000										

Notes:

[1] The incomplete work and all costs associated with any and all: Change Orders, etc are to be included in base bid.

[2] At the Bidders's sole discretion, the successful bidder may elect to utilize any of Municipal Contractors materials and supplies stored presently on site or made available at offsite storage facilities. In such instance, Bidder shall accept all warranty obligations for these materials and assemblies. Surety makes no representation as to the appropriateness, validity, expiration date, etc. of such material and supplies.

[3] Mobilization to include all demobilization costs.

Exhibit C
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1125 Sanctuary Parkway, Suite 300 Alpharetta GA 30009	CONTACT NAME: Joni Chandler PHONE (A/C, No, Ext): E-MAIL ADDRESS: joni.chandler@alliant.com	FAX (A/C, No):
License#: 0C36861 GIANCON-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Giannetti Contracting Corporation 1801 NW 18th ST Pompano Beach FL 33069	INSURER A: Brierfield Insurance Company	10993
	INSURER B: AXIS Surplus Insurance Company	26620
	INSURER C: Vantage Risk Specialty Insuran	16275
	INSURER D: FCCI Insurance Company	10178
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 590886243**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GL 100089473 00	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ None	Y	Y	P-001-001325732-01 P03XC0000050680	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N	Y N/A	WCO100089475 00	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pine Gardens North Infrastructure Improvements (WS2012) located in Jupiter, FL

CERTIFICATE HOLDER**CANCELLATION**Town of Jupiter, Florida
210 Military Trail
Jupiter FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)
...

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

- B.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

- C.** This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F.** This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-01-24** Policy No. **WC0100089475-00**

Insured **Giannetti Contracting Corporation**

Insurance Company **FCCI Insurance Company**

Endorsement No.

Premium \$ **Incl .**

Countersigned By _____

TOWN OF JUPITER

Resolution 35-24, Approving EPW 2024-14, Community Center HVAC Cleaning and Remediation to Air Duct Aseptics, LLC in an amount not to exceed \$67,199.



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 35-24 for the Award of Contract EPW 2024-14, Community Center HVAC Systems Cleaning and Remediation to Air Duct Aseptics, LLC in an amount not to exceed \$67,199.00.

EXECUTIVE SUMMARY

Town staff is providing Resolution 35-24 for consideration by Town Council for approval of Contract EPW 2024-14 with Air Duct Aseptics, LLC (Air Duct Aseptics) in an amount not to exceed \$67,199.00 for the Community Center HVAC Systems Cleaning and Remediation project.

This contract consists of cleaning and remediation of ten (10) air handlers and all duct work located at the Community Center. The work will be scheduled after hours to avoid interruption in Community Center scheduled events and activities.

On February 16, 2024, bids were opened for the subject project. Town staff reviewed all bids and determined that Air Duct Aseptics is the lowest, most responsive, and responsible bidder with a total bid amount of \$67,199.00.

Air Duct Aseptics has performed other work for the Town, which was completed on time, and without any unjust claims or disputes. Based on previous direct experience with the Town, staff has determined that Air Duct Aseptics can provide the necessary professional services for EPW 2024-14, Community Center HVAC Systems Cleaning and Remediation.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy. Town staff is providing Resolution 35-24 for consideration by Town Council for approval of the award of Contract EPW 2024-14, Community Center HVAC Systems Cleaning and Remediation to Air Duct Aseptics, LLC in an amount not to exceed \$67,199.00. In the event the Town Council approves Resolution 35-24, the Mayor will be authorized to execute the Contract on its behalf. See attached Draft Contract.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution No. 35-24
2. Bid Tabulation
3. Draft Contract

FUNDING SOURCE

X	Approved in Budget	\$67,199.00	Sources: CIP 31031041-546000 E2001 - Community Center Renovations and Rehabilitation
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Catherine Morosco at catherinememo@jupiter.fl.us or 561-741-2766.

RESOLUTION NO. 35-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, FOR THE AWARD OF CONTRACT EPW 2024-14 COMMUNITY CENTER HVAC SYSTEMS CLEANING AND REMEDIATION TO AIR DUCT ASEPTICS , LLC (AIR DUCT ASEPTICS) IN AN AMOUNT NOT TO EXCEED \$67,199.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2024-14, Community Center HVAC Systems Cleaning and Remediation; and

WHEREAS, the scope of work for the Community Center HVAC Systems Cleaning and Remediation consists of cleaning and remediation of ten (10) HVAC systems; and

WHEREAS, based on the information provided by Town Staff, Town Council has determined that Air Duct Aseptics is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2024-14, in an amount not to exceed \$67,199.00 to Air Duct Aseptics; and

WHEREAS, the Town has sufficient funds in its current Community Investment Program available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Contract with Air Duct Aseptics, LLC in an amount not to exceed \$67,199.00.

Section 3. This Resolution shall take effect immediately upon its execution.

Bid Opening Date: 02/16/24
Bid Opening Time: 2:00 PM

BID TABULATION

PROJECT NAME Community Center HVAC Systems Cleaning and Remediation

EPW 2024-14

TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
Air Duct Aseptics, LLC 937 NW 31 Avenue Pompano Beach, FL 33069	\$67,199.00	\$67,199.00	N/A
Approved Fireproofing Service, Inc. dba Service-Tech Corporation 14240 60 th St. N, Clearwater, FL 33760	\$74,500.00	\$74,600.00	N/A



March 19, 2024

Petrina Tebor
Air Duct Aseptics, LLC
937 NW 341 Avenue
Pompano Beach, FL 33069

Re: EPW 2024-14 Community Center HVAC Systems Cleaning and Remediation Project

Dear Petrina:

In accordance with your firm's proposal dated February 16, 2024) (copy attached), as amended by this letter and in accordance with the Scope of Work (Exhibit 1 attached), upon execution of this Letter Contract you are authorized to proceed with HVAC Component Cleaning Services for the Community Center for the Fixed Not To Exceed Price of \$67,199.00 (Sixty Seven Thousand, One Hundred Ninety-Nine Dollars and Zero Cents). The Fixed Not to Exceed Price shall be for all the Work and include, but not be limited to, all labor, supervision, travel time, equipment, material, supplies, permits, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work.

In accordance with item 1.3 of the Contract Standard Terms and Conditions, the contract time for performance of the work has been established at thirty (30) Calendar Days. Unless extended or terminated, the TERM of performance of this Contract shall commence upon the effective date of the Notice to Proceed.

The Town of Jupiter Letter Contract Standard Terms and Conditions are attached, as well as the Town of Jupiter Supplemental Agreement Form, Payment Application, and Certification Disbursement of Previous Periodic Payment to Subcontractor's form and are incorporated by reference into this Letter Contract. All work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Conditions 1.24 through 1.26, all contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy of this letter contract with proof of insurance, to this office. Please mail the signed original to this office. You are required to obtain a Town of Jupiter Permit, if applicable, as well as a Town Business Registration prior to the start of work. All correspondence, including invoices, shall reference Contract EPW 2024-14. Your cooperation is appreciated.

Please see the attachment signature page for your firm's execution. If you have questions, please contact us.

Sincerely,

Thomas Hernandez, P.E., Director of Engineering and Public Works

CONTACT EPW 2024-14

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

Town of Jupiter Letter Contract Standard Terms and Conditions - Contractor

- 1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in accordance with Exhibit 1, Scope of Work.
- 1.2. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a Class "A" Mechanical Contractor in the State of Florida, and also shall obtain a business tax receipt from Palm Beach County prior to commencing any work under the CONTRACT.
- 1.3. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a change order or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of thirty (30) days.
- 1.4. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN: A preliminary request for an extension of CONTRACT Time in writing to the TOWN within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.
- 1.5. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.
- ~~1.6. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, \$_____ (_____ dollars), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.~~
- ~~1.7. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.~~
- 1.8. The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.
- 1.9. Perform all work to the satisfaction of the Director of Engineering and Public Works or his Designee. The Engineer will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

- 1.10. Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents
- 1.11. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability.
- 1.12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- 1.13. COMPREHENSIVE GENERAL LIABILITY \$2,000,000.00 General Aggregate - with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- 1.14. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- 1.15. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 1.16. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 1.17. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 1.18. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by

said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN

- 1.19. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.
- 1.20. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.
- 1.21. The CONTRACTOR shall be responsible for all cutting and patching necessary for the installation of temporary or permanent materials, equipment and Incidentals. The CONTRACTOR shall schedule and sequence work to avoid cutting and patching permanent finished work. The CONTRACTOR shall not cut or patch permanent work without the prior written approval of the Engineer. The costs associated with any necessary cutting and patching are considered incidental to the work and will not be measured or paid for separately.
- 1.22. Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The CONTRACTOR is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the CONTRACTOR'S operations.
- 1.23. If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed, which request may be approved and paid by the TOWN. All payment requests shall be submitted on an approved Town of Jupiter Contractor Invoice form accompanied with a completed Certification Disbursement of Previous Periodic Payment to Subcontractors for any previous disbursements made by the Town. The CONTRACTOR shall provide a final waiver of lien on the standard form attached to this CONTRACT prior to the TOWN making final payment for the work.
- 1.24. The TOWN reserves the right to make alterations in the character of the work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance.
- 1.25. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by an authorized TOWN representative. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.
- 1.26. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the occurrence of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.

- 1.27. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
- 1.28. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.
- 1.29. All work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.
- 1.30. When, upon completion of the entire scope the Town determines that the CONTRACTOR has satisfactorily completed the work and all punch list work identified during the punch list inspection, the Town will give the CONTRACTOR written notice of final acceptance. The final acceptance date will be the date on which the Contract warranty provisions and the time limitations for latent defects commence.
- 1.31. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided in paragraph 1.30. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1910 and 1926, as applicable, and all subsequent revisions and updates.
- 1.32. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.
- 1.33. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN Shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.
- 1.34. Audit: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof, may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of

the Contractor or its subcontractors of lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 20-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 1.35. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act on their behalf, awards or approved a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process. Respondent(s) may, however contact any Town Council member. Town Council's Staff, or any employee authorized to act on behalf of the Town Council to award a particular contract, via written communication i.e., facsimile, email or U. S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.
- 1.36. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within ten (10) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.
- 1.37. The CONTRACTOR may not employ, directly or indirectly, the mayor, any member of the Town Council or any director or department head of the Town. The Town Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the Town, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder or any business entity in which they have a controlling financial interest. Any affected Town employee may seek a conflict of interest opinion from the Town ethics officer prior to the submittal of a Bid or Proposal by the CONTRACTOR. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.
- 1.38. The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records

request, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 741-2467,
Kalib@jupiter.fl.us

Kali Beams, Engineering Administrative Assistant III
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

- 1.39. All notices and invoices to the TOWN shall be sent to the following address:

Town of Jupiter
Attention: Catherine Morosco, Special Projects Coordinator
210 Military Trail
Jupiter, FL 33458-5786

- 1.40. Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.
- 1.41. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 1.42. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 1.43. If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
- 1.44. For convenience and to reduce reproduction costs, the Standard Conditions are printed on with a reduced text size. The Town will furnish a full-size reproduction upon request of the CONTRACTOR and at no cost to the CONTRACTOR.

END OF STANDARD TERMS AND CONDITIONS

TOWN OF JUPITER

Resolution 38-24, Approving PZ 2023-03, contract addendum for Scanning and Digitizing Files with Documax LLC (total project cost not to exceed \$59,330).



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Resolution No. 38-24, Scanning and Digitizing Contract Addendum for Planning and Zoning Files</u>

EXECUTIVE SUMMARY

Staff requests Town Council approval and to authorize the Director of Planning and Zoning to sign PZ 2023-03 Contract Addendum No. 1 (Attachment A). This is an addendum to the 2023 Scanning and Digitizing Planning and Zoning Files professional services contract with Documax LLC for an amount not to exceed \$31,100. Staff has requested the addendum to complete the scanning and digitizing services for historical Planning and Zoning files (see Attachment B).

ANALYSIS

In 2023, the Town executed PZ 2023-03 with Documax LLC to scan and digitize historical documents for the Planning and Zoning Department to significantly reduce the department's need for storage, to improve customer service through digital research and to respond more efficiently to public records requests (see Attachment C). The first step in the Town's process began with the implementation of Energov in 2015, which is the Town's electronic file submission system. Energov removed the need to submit paper copies, thus stopping the maintenance of paper files. The second phase of the project was to review and reduce department paper files following the requirements of Florida's General Records Schedule GS1-SL for Local Government Agencies, and the Town Clerk's best practices and disposition requirements. The third phase is to scan and digitize the files for the Department to be paperless.

Prior to competitively soliciting for proposals, staff collaborated with a scanning vendor who inspected the department files and prepared an estimate scope of the project for the number of pages and plans, which was used to draft the bid solicitation. Documax LLC was awarded the contract on a cost per page basis as the low bidder, based on unit cost for pages scanned. Approximately halfway through the scanning project, Documax had nearly reached the original contract estimates. As a result, a new estimate was provided by Documax based on projecting the average number of files per box for the boxes left to scan. The requested contract amendment is being presented to Town Council to complete the work, since the total contract cost will exceed \$50,000 (\$28,230 and \$31,100 = \$59,330), which is the maximum amount that the Town Manager can authorize pursuant to the Town's purchasing policy.

Town Staff and Documax have been working to finish the scanning project and complete the paperless transition. Staff is satisfied with the services and quality of work of the current vendor. To date, approximately 150 boxes have been scanned and digitized, with approximately 180

more left to scan. At the project's completion, Documax will have scanned approximately half a million pieces of paper for the department.

STRATEGIC PRIORITY

- Organizational Excellence
- Town Communication

ATTACHMENTS

1. Resolution No. 38-24
2. Attachment A - Contract Supplement Agreement No. 1
3. Attachment B - Contract Addendum Request
4. Attachment C - Initial Service Contract

FUNDING SOURCE

PZ Admin/Other Contractual services 00133015-534000

For more information or copies of the attachments, please contact Garret Watson at garret@jupiter.fl.us or 561-741-2549.

RESOLUTION NO. 38-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING ADDENDUM NO. 1 OF CONTRACT PZ 2023-03, SCANNING AND DIGITIZING PZ FILES WITH DOCUMAX LLC IN AN AMOUNT NOT TO EXCEED \$31,100

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

WHEREAS, Documax LLC is the Town's existing/active Contractor for PZ 2023-03, Scanning and Digitizing PZ files; and

WHEREAS, the Project consists of labor to scan and digitize planning and zoning department files, do quality control and indexing of the files, and pickup and delivery of the boxes at Town Hall; and

WHEREAS, the Contract requires an amendment in order to allow for the completion of the Project, and Town staff has found that Documax LLC has met the requirements for Contract addendum by means of Supplemental Agreement No. 1 in an amount not to exceed \$31,100 for the remainder of the Project; and

WHEREAS, the Town Council has determined that Documax LLC is qualified to continue to provide the services sought by the Town pursuant to the Contract renewal clause; and

WHEREAS, the Town Council has determined that it should amend the contract via Supplemental Agreement No. 1 in an amount Not to Exceed for \$31,100 with Documax LLC for the remaining scope of the project; and

WHEREAS, there are sufficient funds in the current fiscal year budget in order to fund the Contract through the completion of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town's Director of Planning and Zoning is hereby authorized and directed to execute the Supplemental Agreement No. 1 with Documax LLC in an amount not to exceed \$31,100.

Section 3. This Resolution shall take effect immediately upon its execution.

**TOWN OF JUPITER
CONTRACT SUPPLEMENTAL AGREEMENT NO. 1**

Contract No: PZ 2023-03

Date: March 19, 2024

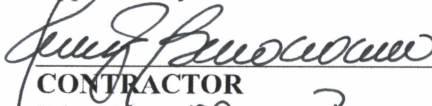
This agreement entered into on March 19, 2024, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and Documax LLC (Contractor) and "Surety", the same being supplementary to Contract by and between the parties aforesaid, dated November 8, 2023, for the scanning and digitizing planning and zoning files, assigned the contract number shown above, in Jupiter, Florida.

1. As a result of a request from the Contractor, the following additional work shall be performed; see Exhibit 1. The total cost of the scanning and digitizing the remaining planning and zoning files based on the proposed scope of work shall be in the amount of **Thirty-one thousand and one hundred dollars and zero cents (\$31,100)**.
2. The quantities to be paid shall be invoiced and paid following completion of the work, as provided in the contract documents.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No., including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. The Town and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days Ninety (90) daysNet change in Contract this Agreement: Increase \$ 31,100 Decrease \$ _____

No Change _____

Approved By:


CONTRACTOR
 Print Name: Mary Buonomo

Date: 3/7/2024

Approved By:

TOWN OF JUPITER

Print Name: _____

Date: _____

Exhibit 1

The following scope of work shall be completed under the contract supplemental agreement No. 1.:

Task 1: Document Scanning	
Up to 11 X 17 (240,000 images)	\$21,600
Up to 46" (10,000 images)	\$9,500
Task 2: Quality Control and Indexing	included
Task 3: Pickup and Delivery	included
Total:	\$ 31,100

The work shall be performed as Addendum No. 1 to Contract PZ 2023-3. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed **Thirty-one thousand and one hundred Dollars and zero Cents (\$31,100)**.

Ninety (90) calendar days shall be provided for this change.



Documax LLC
2640 Hollywood Blvd Suite 123
Hollywood, Florida 33020
Phone: 954-283-0837
Email: mbuonomo@docu-max.com

February 22, 2024

Garret Watson
Principal Planner
Department of Planning and Zoning
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

**Re: Professional Services for Scanning and Digitizing Files Contract No. PZ 2023-03
Requesting Contract Addendum – Proposed to Digitize the remaining 180 boxes of Planning and
Zoning Records.**

Dear Mr. Garret Watson,

This is a Scope of Services quote for the remaining 180 boxes of Planning and Zoning Records.

Scope of Services

Task 1. Document Scanning

We would like to respectfully request the Town of Jupiter's authorization to complete the scanning of the remaining 180 boxes of Planning and Zoning records. The scope of work consists of, but is not limited to, scanning and digitizing letter, legal, or ledger size pages (up to 11x17) as well as wide format or oversized plan drawings up to 46".

Task 2. Quality Control & Indexing

- The tasks will include a high level of quality control for images and index.
- Color pictures and drawings will be scanned in color.
- Visual image inspection of each record and quality adjustments as needed.
- All documents are scanned in the same order they exist in paper form.
- All records will be provided to the Town of Jupiter in multi-page PDF format.



Task 3. Pickup and Delivery

We will provide a pickup or delivery slip, as proof of our service, signed by the Town of Jupiter representative and our staff. A copy of the receipt will be provided to the Town of Jupiter representative.

Original documents will be returned to the Town of Jupiter after scanning, and we will provide a “return slip” as proof of the return, to be signed by the Town of Jupiter representative and our staff. Boxes that have been scanned will be clearly marked “Scanned”. An encrypted hard drive will be provided to the Town of Jupiter, the password will be emailed to the Town of Jupiter representatives. Our driver does not have access to passwords.

Schedule

- Task 1 through 3 of the documents scanning project will be completed and delivered in 90 days or less after receipt of Notice to Proceed.

Cost Breakdown

Task 1 through 3

- Document Scanning letter, legal, or ledger size pages (up to 11x17.) 240,000 images = 21,600.00
- Document Scanning Large Format Plans (up to 46”) 10,000 images = 9,500.00
- Quality Control, Indexing, PDF export, Pickup, Delivery, External Hard Drive = Included at no extra cost

Total cost (not to exceed) = \$31,100.00

Please contact me with any questions or comments.

Sincerely,

Digitally signed by Mary Buonomo
DN: cn=Mary Buonomo, o=Documax
LLC, ou, email=mbuonomo@docu-
max.com, c=US
Date: 2024.02.23 12:39:31 -05'00'

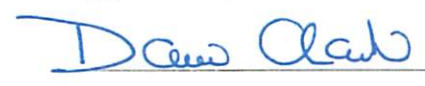
Mary Buonomo
Documax LLC
President

Frank Kitzerow
Town Manager
Town of Jupiter

TOWN MANAGER'S SIGNATURE REQUIRED

DOCUMENT TRANSMITTAL FORM

- USE FOR ALL DOCUMENTS REQUIRING THE TOWN MANAGER'S SIGNATURE THAT DO NOT REQUIRE TRANSMITTAL THROUGH THE TOWN CLERK'S OFFICE.
- DOCUMENTS THAT HAVE BEEN APPROVED AT THE TOWN COUNCIL LEVEL OR THAT REQUIRE THE MAYOR'S, TOWN ATTORNEY'S AND/OR TOWN CLERK'S SIGNATURE MUST BE TRANSMITTED THROUGH THE TOWN CLERK'S OFFICE.

DEPARTMENT AND STAFF CONTACT:	Planning and Zoning, Garret Watson	DIRECTOR NAME & SIGNATURE <i>Asst. n</i>  Stephanie A. Thoburn
AGENCY, VENDOR OR PROVIDER:	DOCUMAX	
DESCRIBE IN DETAIL SERVICE OR PRODUCT PURCHASED AND TERMS:	(refer to page number(s), as necessary) Scanning and digitizing files....	
DOLLAR AMOUNT OF AGREEMENT OR CONTRACT & GL ACCOUNTS:	(refer to page number(s)) \$28,230.00 <i>00133015-534000 REQUESTED FY2023 CARRYOVER</i>	
BUDGET IMPACTS	☒ Approved In Operating Budget ☐ Approved In CIP Budget ☐ Emergency Purchase ☐ Budget Transfer Required ☐ Grant ☐ Sole Source Provider Scott Reynolds, Finance Director ☒ Dawn Clark, Asst Finance Director 	
LEGAL REVIEW	Has the Agreement/Contract been reviewed for legal sufficiency by the Town Attorney? ☐ Yes ☒ No Automatic Renewal Terms (no change in Agreement/Contract) ☐ Yes ☒ No If no, describe change:	
NUMBER OF DOCUMENTS TO BE SIGNED/SPECIAL INSTRUCTIONS:	1 Document / Just need Town Manager initials/approval on memo to allow staff to move forward with purchase order	

Authorization to Proceed:

PLANNING AND ZONING MEMO FOR
PROFESSIONAL SERVICES TO SCAN AND DIGITIZE FILES



DATE: November 8, 2023

TO: Frank J. Kitzerow, Town Manager

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

FROM: Stephanie A. Thoburn, Asst. Director, Planning and Zoning *ST*

SUBJECT: Professional Services to Scan and Digitize PZ Files -
Approval of Contract PZ 2023-03 with DOCUMAX to scan
and digitize project files not to exceed \$28,230.00.

EXECUTIVE SUMMARY:

Staff is requesting Town Manager approval of a contract with Documax to scan and digitize project files for the Planning and Zoning department in preparation for the move to the new Town Hall building. The work includes scanning and digitizing single-sided letter, legal, or ledger-size pages up to 11" X 17" in addition to wide format or oversized plan drawings. The contractor will scan documents in a rotating pattern within 90 days as outlined in the scope of work, in an amount not to exceed \$28,230.00.

BACKGROUND:

In preparation of transitioning to the new Town Hall, the Planning and Zoning department is finalizing the last stage of digitizing all project files in an effort to move Town records online and reduce the amount of paper moving to the new building. The project is in support of the Strategic Plan priority for Organizational Excellence and is funded in the adopted FY24 Operating Budget.

STAFF RECOMMENDATION:

Staff requests approval of a letter contract with Documax and to execute a contract for the scanning and digitizing of files in an amount not to exceed **\$28,230.00**, and to authorize the Assistant Director of Planning and Zoning to process the purchase order.

Strategic Priority: Organizational Excellence

Attachments:	
PZ 2023-03 Contract Packet	Signed DOCUMAX Letter Contract

Funding Source:

☒	Approved in FY24 Operating Budget	\$ 100,000	Sources:	<u>00133015-534000</u>
☐	Additional Funding Required	\$	Sources:	<u>REQUESTED CARRYOVER</u>



PLANNING & ZONING DEPARTMENT

October 24, 2023

Mary Buonomo

Documax LLC

2640 Hollywood Blvd #123

Hollywood, FL 33020

Re: Professional Services for Scanning and Digitizing Files

Contract # PZ 2023-03

Dear Ms. Buonomo:

In accordance with the Invitation to Bid (Exhibit 1) as summarized by this letter contract and in accordance with your firm's signed bid form and quote dated 10/11/2023 (Exhibit 3), the scope of work (Exhibit 2), the Town of Jupiter's Standard Terms and Conditions including E-Verify affidavits (Exhibit 4), and Sworn Statement (Exhibit 5), upon execution of this Letter Contract you are awarded the Town of Jupiter Professional Services for Scanning and Digitizing Files contract at the Fixed Not To Exceed Price of \$28,230 dollars and 00 cents (twenty-eight thousand two hundred thirty dollars and zero cents). The Fixed Not to Exceed Price shall be for all the Work and include, but not be limited to, all labor, supervision, travel time, equipment, material, supplies, permits, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work.

In accordance with Paragraph 1.3 of the Contract Standard Terms and Conditions (Exhibit 4), the contract time for performance of the work has been established at ninety (90) Calendar Days from the date of commencement. Additionally, and in accordance with Paragraph 1.6, failure to complete the project in the time specified and as adjusted under Paragraph 1.4, will result in Liquidated Damages in the amount of One Hundred Dollars and No Cents (\$100.00) Per Calendar Day.

The Town of Jupiter Letter Contract Standard Terms and Conditions, Supplemental Agreement Form, Payment Application, and Certification Disbursement of Previous Periodic Payment to Subcontractor's forms have been sent to Documax LLC and are incorporated by reference into this Letter Contract. All work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Condition 1.26, all contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, emailed copy of this letter contract to this office. Please mail the signed original to this office. All correspondence, including invoices, shall reference the PZ 2023-03 Professional Services for Scanning and Digitizing Files contract. Your cooperation is appreciated.

Recommended by:

Stephanie Thoburn

Assistant Director of Planning and Zoning

Approved By:

Frank Kitzerow, Town Manager

Date:

11/08/2023

Signature:

(Contractor)

Title:

President

Printed Name:

Mary Buonomo

Date:

10/26/2023



PLANNING & ZONING DEPARTMENT

TOWN OF JUPITER, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

TOWN CLERK

210 MILITARY TRAIL

JUPITER, FLORIDA 33458

SEALED BIDS: All bid forms must be submitted and executed, as required, and included with the bid in a sealed envelope. Bids must be submitted in hard copy and on USB flash drive. The face of the envelope shall contain the above address, the date and time of Bid opening, the Bid title and Bid number. All Bids are subject to the conditions specified herein. Bids not submitted with the completed attached Bid Form(s) may be rejected. Bidders which do not comply with these conditions are subject to rejection of their bid by the TOWN.

BID TITLE: Professional Services for Scanning and Digitizing Files

BID NO.: PZ 2023-03

BIDS WILL BE OPENED 2:00 P.M. (EST), October 13, 2023 in the Town of Jupiter Council Chambers, at the address noted above, and may not be withdrawn during the 90 calendar days following such date and time.

Project Manager: Garret Watson, Principal Planner – Department of Planning and Zoning

Project Description: The scope of work consists of but is not limited to scanning and digitizing letter, legal, or ledger size pages (up to 11"x17") as well as wide format or oversize plan drawings.

Please provide a bid, in accordance with the Scope of Work (Exhibit 2) for Professional Services for Scanning and Digitizing Files for the Town of Jupiter Planning and Zoning Department, located at 210 Military Trail, Jupiter FL, 33458.

The attached (draft) Town of Jupiter letter contract (Exhibit 4) is included and provides all terms and conditions that shall be used for this project. The Contractor is directed to read and understand all Standard Terms and Conditions and the Scope of Work attached to this Invitation to Bid. Special attention should be given to the following sections of the Standard Terms and Conditions for documentation which shall be required from the contractor if a

contract is awarded: Sections 1.2 regarding licensing and Business Registration, Sections 1.11 through 1.15 of the terms and conditions regarding insurance, and Section 1.23 regarding documents to be submitted with requests for payment.

All questions must be submitted in writing (email is acceptable) at least seven (7) calendar days prior to the date fixed for the opening of Bids. Interpretations or clarifications deemed necessary by the TOWN will be issued in the form of written addenda, posted to Demand Star, no later than four (4) calendar days prior to the date fixed for the opening of Bids. It shall be the bidder's responsibility to obtain the addenda from Demand Star and acknowledge receipt of addenda in the bid forms.

Award of a contract shall be at the sole discretion of the Town of Jupiter. The contract is for a single term and there will be no option for renewal. The Town reserves the right to reject any or all bids.

SCOPE OF WORK
PZ 2023-03

1.0 General

- 1.1 The selected Contractor shall provide complete scanning, digitizing and indexing services for multiple size and file types. These services will include letter size, legal size, Ledger size, tabloid size, pictures, plans, etc.
- 1.2 The cost of incidental work described in these specifications, for which there are no specific Bid Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Bid Items. No additional payment shall be made thereof.
- 1.3 The Town will do its best to bundle work, so there are at least \$500.00 in scanning per trip.

2.0 Specifications

2.1 *Quality Control*

The Town's expectation is for a high level of quality control for images and indexing. Contractor's quality control measures shall meet the following criteria for all images:

- Images are of the same or better quality than the original, 600 dots per inch
- All documents are to be scanned in the same color format as they exist in paper form, such as color pictures and drawings scanned in color, and black and white plan sets scanned in black and white
- All documents are to be scanned in the same order they exist in paper form
- Projects and plan sets shall be recorded into separate file
- All images shall be accurately labeled and indexed
- Perform a visual inspection of each image, making quality adjustments as needed
- All images shall be provided to the Town in PDF format
- All documents shall be scanned into images that are at the same scale as the original.

2.2 *Pickup/Return of Documents*

- Contractor must provide a “pickup slip” or other document as proof of pick-up, to be signed by the Contractor staff and Town staff. A copy shall be provided to the Town.
- The contractor must return original documents after scanning, and provide a “return slip” or other document as proof of return, to be signed by the Contractor staff and Town staff.
- Boxes that have been scanned shall be clearly marked “Scanned” and the date scanning was completed on the outside of the returned boxes.

3.0 **Payment**

- 3.1 All work requested by the Town shall be invoiced and paid following completion of the work.
- 3.2 Invoices shall be submitted once monthly.

4.0 **Bid**

- 4.1 Bid shall be submitted on the attached “Bid form”. Bids submitted on any other form may be considered non-responsive and may result in the bid being disqualified.
- 4.2 The Town does not guarantee quantities shown on the Bid form. Meaning the Town may exceed or fail to meet the quantities on the attached Bid form.

Exhibit 3

BID
PROFESSIONAL SERVICES FOR SCANNING AND DIGITIZING FILES
TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: PZ 2023-03

SUBMITTED ON: 10/11/2023
 (Date)

BIDDERS NAME: DOCUMAX

1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the Contract to be awarded; that this Bid is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Bid in this procurement; and that the Bid made is in all respects fair, in good faith and made without collusion or fraud.
2. The Bidder further declares that the Bidder has examined the locations of the Work and is fully informed as to all conditions pertaining to the locations of the Work; that the Bidder has examined the Plans and Specifications for the Work and the Contract Documents, including but not limited to, the Request For Bids, Instructions to Bidders, Bid Form, Bid Bond, Sworn Statement on Public Entity Crimes, Sample Contract, General and Supplemental Conditions, Technical Specifications, and all other forms included with the Bid Documents, and has read all of the Bid Documents furnished by the Town prior to the opening of Bids; and that the Bidder fully understands the Work to be performed.
3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work under this Contract within **Ninety (90 days)** from the date established by the Town in the "Notice to Proceed with Contract Work."
4. If the Contractor fails to complete the Work within the time fixed by the Contract, or any extension thereof granted, the Contractor shall be liable to the Town, not as a penalty but as liquidated damages, the sum of **One Hundred Dollars and no Center (\$100.00)** for each calendar day that the Work remains incomplete after the Contract completion date or any extension thereof, plus any monies paid by the Town to any other person or entity to preserve or complete the Work. The liquidated damages and other costs shall be deducted from monies due to be paid the Contractor by the Town, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor and the CONTRACTOR'S Surety, if applicable, shall be liable for the amount due.
5. If this Bid is accepted, it is understood that all terms and conditions of the Bid documents shall be binding upon the parties. If awarded the Contract, the undersigned Bidder agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the Work ~~including the required bonds (each bond equal to one hundred percent (100%) of the total Contract Bid)~~, the insurance, indemnification, the, Instructions to Bidders, General Conditions, Supplemental Conditions, Technical Specifications, and Plans.

Exhibit 3

6. ~~Attached to this Bid Form is a cashiers check or approved Bid Bond for the sum of Dollars (\$ _____) as required by the Instructions to Bidders.~~
7. The Bidder understands that this Bid does not constitute a contract with the Bidder. There is no official contract binding the parties until: (1) bids are reviewed and accepted by Town staff; (2) the Contract has been approved by the appropriate level of authority within the Town; and (3) the Contract has been executed by both parties.
8. ~~The undersigned Bidder understands and agrees that if the Bidder is awarded the Contract but fails to execute and deliver the Contract and the Bonds within fifteen (15) days after receipt of the Contract, then the Bid Bond or securities accompanying the Bid, shall be paid to the Town of Jupiter, otherwise, the Bid Bond or Bid security shall be returned to the Bidder.~~
9. The legal name of the Bidder together with the signature of the person authorized to bind the Bidder, and the signature of any licensee qualifying the Bidder, must appear on the signature page of this Bid.
10. The Bidder understands and agrees that the Bidder must perform all work necessary to complete the job as described in the Plans and Specifications. Payment will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract. All work and materials not specified under "Item Description" in the Bid shall be considered incidental to the Contract.
11. The undersigned Bidder hereby states that, in making this Bid, the Bidder has complied with Section 725.06, Florida Statutes (if that law is applicable to this project), by including in the amount of the Bid, the specific consideration for the indemnification of the Town by the Bidder as required by this statute.
12. Both the Bidder and the licensee shall fill in the information below as required by Chapter 489, Florida Statutes. Licensee is defined herein as the person who is the licensed Contractor who qualifies the bidding entity. If the Bidder is an individual, the individual must be licensed. (Please print or type, excluding signatures).

Exhibit 3

Bid Item	Description	Unit	Quantity	Unit price	Total Price
A	Indemnification Indemnification, payment for this bid item will be made at the Contract Lump Sum Price of \$100.00 as part of the first invoice in the first pay request. This indemnification shall remain in force during the entire contract period and any subsequent extensions.	LS	1	\$ 100.00	\$ 100.00
	Unit Price Written in words: One Hundred Dollars and No Cents				
B	Scanning and Digitizing pictures, letter, legal, or ledger size pages (up to 11" X 17")	Pages	182,000	0.09	\$16,380.00
	Unit Price Written in words: Nine cents				
C	Scanning and Digitizing Plans (wide format or oversized plan drawings)	Pages	5,000	0.95	\$4750.00
	Unit Price Written in words: Nity five cents				
D	Contingency Contingency work/funding, if used, is to be authorized in accordance with the Contract and as directed by the project manager.	LS	1	\$7,000.00	\$7,000.00
	Unit Price Written in words: Seven Thousand Dollars and No Cents				
GRAND TOTAL BID AMOUNT FOR CONTRACT:				\$ 28,230.00	

NAME:

DOCUMAX LLC

ADDRESS

2640 HOLLYWOOD BLVD #123 HOLLYWOOD FL 33020

FEID OR SOCIAL SECURITY NUMBER

35-27338613

LICENSE NUMBER

L21000525677

STATE OR COUNTY:

FLORIDA

LICENSE TYPE:

(Attach a copy of License)

LICENSE LIMITATIONS, IF ANY:

(Attach a separate sheet of limitations, if necessary)

LICENSEE SIGNATURE:

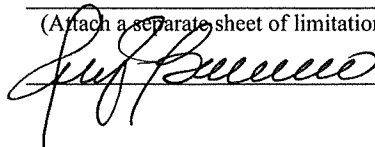


Exhibit 3

BIDDER'S NAME:

DOCUMAX LLC

BIDDER'S SIGNATURE:

Mary Buonomo

Digitally signed by Mary Buonomo
 DN: cn=Mary Buonomo, o=DocuMax, ou=
 email=mbuonomo@docu-max.com, c=US
 Date: 2023.10.11 15:24:06 -04'00'



BIDDER'S ADDRESS:

2640 Hollywood Blvd #123 Hollywood FL 33020

BIDDER'S PHONE NUMBER:

954-283-0837

BIDDER'S FAX NUMBER:

ADDENDUM ACKNOWLEDGEMENT (If necessary)

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

If an **INDIVIDUAL** is a Bidder,
 sign on this line. If doing business as
 another entity.

(Signature)_____
(Address)

If a **PARTNERSHIP** is a Bidder, fill
 in name of Partnership, followed by
 the signature of the partner signing.

(Signature)

Business address of Partnership
 (Names and addresses of all partners.
 Attach separate sheet if necessary.

(Address)_____
(Name of Partnership)_____
(Business Address of Partnership)

If a **CORPORATION** is Bidder, fill in the
 name of the Corporation, followed by the
 signature of the President or Vice President.

Exhibit 3

(Name of Corporation)

(President)

(Address)

If a Bidder is a **CORPORATION**, affix
Corporate Seal.

(Corporate Seal)

Town of Jupiter Letter Contract Standard Terms and Conditions - Contractor

- 1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in accordance with: Exhibit 1, Invitation to Bid; Exhibit 2, Scope of Work; Exhibit 3, Bid Forms; Exhibit 4, Letter Contract; and Exhibit 5, Sworn Statement.
- 1.2. CONTRACTOR shall provide the TOWN with a copy of its Business Registration to do business as a Contractor in the State of Florida, and also shall obtain a business tax receipt from Palm Beach County prior to commencing any work under the CONTRACT.
- 1.3. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a Supplemental Agreement or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of Ninety (90) calendar days.
- 1.4. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN: A preliminary request for an extension of CONTRACT Time in writing to the TOWN within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.
- 1.5. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.
- 1.6. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, One Hundred Dollars and No Cents (\$100.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 1.7. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.
- 1.8. The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.
- 1.9. Perform all work to the satisfaction of the *Principal Planner*. The Principal Planner will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

- 1.10. Changes made by the Principal Planner will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Principal Planner and in accordance with the Contract Documents.
- 1.11. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability.
- 1.12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- 1.13. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- 1.14. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- 1.15. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 1.16. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 1.17. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 1.18. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN.

- 1.19. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.
- 1.20. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.
- 1.21. The CONTRACTOR shall be responsible for all cutting and patching necessary for the installation of temporary or permanent materials, equipment and Incidentals. The CONTRACTOR shall schedule and sequence work to avoid cutting and patching permanent finished work. The CONTRACTOR shall not cut or patch permanent work without the prior written approval of the Engineer. The costs associated with any necessary cutting and patching are considered incidental to the work and will not be measured or paid for separately.
- 1.22. Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The CONTRACTOR is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the CONTRACTOR'S operations.
- 1.23. If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed, which request may be approved and paid by the TOWN. All payment requests shall be submitted on an approved Town of Jupiter Contractor Invoice form accompanied with a completed Certification Disbursement of Previous Periodic Payment to Subcontractors for any previous disbursements made by the Town. The CONTRACTOR shall provide a waiver of liens in the standard form attached to this CONTRACT prior to the TOWN making final payment for the work.
- 1.24. The TOWN reserves the right to make alterations in the character of the work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance.
- 1.25. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by an authorized TOWN representative. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.
- 1.26. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the occurrence of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.
- 1.27. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition,

- and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
- 1.28. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. As required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment; this may include shop drawings, manufacturer's cut-sheets and other descriptive materials which indicate conformance with the requirements of the CONTRACT. Furnish shop drawings, manufacturer's cut-sheets and other descriptive materials without delaying the work and without any additional cost to the TOWN. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.
 - 1.29. All work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.
 - 1.30. When, upon completion of the entire scope the Town determines that the CONTRACTOR has satisfactorily completed the work and all punch list work identified during the punch list inspection, the Town will give the CONTRACTOR written notice of final acceptance. The final acceptance date will be the date on which the Contract warranty provisions and the time limitations for latent defects commence.
 - 1.31. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided under Section 1.25. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.
 - 1.32. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.
 - 1.33. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN
 - 1.34. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within ten (10) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall

- be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.
- 1.35. Audits: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 1.36. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act on their behalf, awards or approved a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process.
- 1.37. The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.
- 1.38. All notices and invoices to the TOWN shall be sent to the following address:

Town of Jupiter

Attention: Garret Watson, Principal Planner

210 Military Trail

Jupiter, FL 33458-5786

- 1.39. Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.
- 1.40. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 1.41. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the

Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

- 1.42. If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
- 1.43. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

END OF STANDARD TERMS AND CONDITIONS

SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions are provided to amplify, clarify, revise or amend the terms and conditions of the Standard Terms and Conditions, Town Modified Standard Specifications, and Contract for this particular project. Please refer to the specific paragraph and or section noted. Bidders are encouraged to read the following conditions carefully. Failure to comply with these conditions may cause proposal to be declared non-responsive.

Supplemental Conditions for Standard Terms and Conditions, Town Modified Standard Specifications, and Contract:**E-Verify Registration and Use.**

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
2. Subcontractors
 - a. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - c. Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
3. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Exhibit 4

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Documax LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

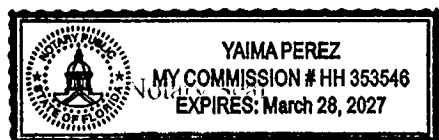
A true and correct copy of Documax LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Signature
President
Print Name/Title
10/26/2023
Date

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of (physical presence) or / online notarization, this 10/26/2023 (date) by Mary Elena Buonomo (name of officer or agent, title of officer or agent) of Documax LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver License (type of identification) as identification.



[Signature]
Notary Public

Exhibit 4

SUBCONTRACTORE-VERIFYAFFIDAVIT

I hereby certify that DocuMax LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

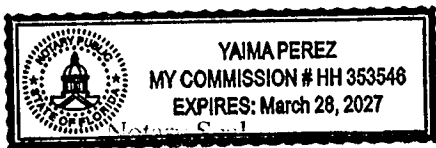
A true and correct copy of DocuMax LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Signature
Resident
Print Name/Title
10/26/2023
Date

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 10/26/2023 (date) by Mary Elena Buonomo (name of officer or agent, title of officer or agent) of DocuMax LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver License (type of identification) as identification.



[Signature]
Notary Public



My Company Account

My Company Profile

Company Information

Company Name

Documax LLC

Doing Business As (DBA) Name

Company ID

2289039

Enrollment Date

Oct 04, 2023

Employer Identification Number (EIN)

352738613

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

519

Sector

Information

Subsector

Other Information Services

Edit Company Information

Employer Category



Exhibit 5

**SWORN STATEMENT UNDER 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Contract No. PZ2023-03 for Scanning & Digitizing
2. This sworn statement is submitted by DocuMax LLC.

(Name of entity submitting sworn statement)

Whose business address is 2640 Hollywood Blvd Suite 123

(if applicable) its Federal Employer Identification Number (FEID) is 35-2738613

(if the entity has no FEID, include the Social Security Number (SSAN) of the individual signing this sworn statement _____ (SSAN))

3. My name is Mary Buonomo and my relationship
(Please print name of individual signing this form)

to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- 6.1. A predecessor or successor of a person convicted of a public entity crime; or
- 6.2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

Exhibit 5

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

IMPORTANT: THE CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

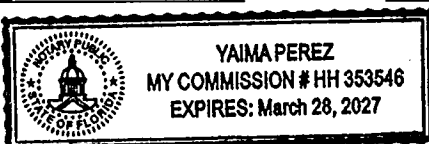
☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature] (Signature) 10/26/2023 (Date)



Sworn to and subscribed before me
this

26 Day of October 2023

Personally known

Produced identification

Driver License

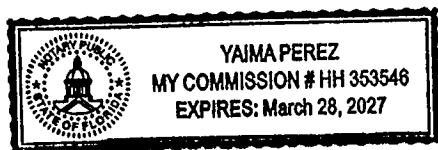
Notary Public, State of

Florida

My commission expires

03/28/2027

(Printed typed or stamped commissioned name of notary)



State of Florida

County of

Broward

The foregoing instrument was acknowledged before me by
means of ☒ physical presence OR ☐ online notarization

this 26 day of October, 2023.

by Mary Elena Buonanno

[Signature]
(Signature of Notary Public)

Yajma Perez
(Print Name of Notary Public)

Personally known ☐ OR produced identification ☒

Type of Identification Produced Driver License



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Attachment C

****LOCATED AT****

2640 HOLLYWOOD BLVD STE 123
HOLLYWOOD, FL 33020

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
DOCUMENT SCANNING SERVICE	DOCUMAX LLC		B24.72189 10/26/2023	\$36.30	B40195709

This document is valid only when receipted by the Tax Collector's Office.



2
7-25

DOCUMAX LLC
DOCUMAX LLC
2640 HOLLYWOOD BLVD STE 123
HOLLYWOOD FL 33020-4830



STATE OF FLORIDA
PALM BEACH COUNTY

2023 / 2024 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2024160761

EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

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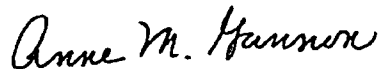
Dear Business Owner:

Attachment C

- Proof of payment of your Local Business Tax Receipt (LBTR) is shown on the reverse side. Verify this information and display it conspicuously at your place of business in open view of the public.
- This receipt is in addition to, and not in lieu of, any license or receipt required by law or city ordinance. This receipt is subject to regulations of zoning, health, and any other lawful authority (County Ordinance Number 17-17).
- If you close or move your business, you must notify our office immediately.
- Short term rental businesses must submit Tourist Development Tax (TDT) account and LBTR account closure(s) through the TDT portal at www.pbctax.com.
- Additional information can be found at www.pbctax.com or email ClientAdvocate@pbctax.com.

This receipt expires on September 30. Please access your LBTR at www.pbctax.com to make an online payment or find other important information.

I wish you a successful year,

A handwritten signature in black ink that reads "Anne M. Hannon". The signature is written in a cursive, flowing style.

Constitutional Tax Collector, Serving Palm Beach County

Business Account Information

LBTR Num: 2024160761	Business Name: DOCUMAX LLC	Status: Pending Renewal
Last updated: 10/26/2023 04:16:08 PM		

Business Detail

Business Name: DOCUMAX LLC	Tax Year: 2024	Account Number: 008152122
Trade Name: DOCUMAX LLC	Business Type: 56-0070	Certificate Issued:
License Number: 2024160761	Business Type Description: DOCUMENT SCANNING SERVICE	NAICS: 56
License Status: Pending Renewal	Number of Units: 6	Certificate Number:

Payment History

Bill Year	Bill Number	Paid By	Last Paid	Receipt Number	Amount Paid
No Business Tax Payment History Found					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Estrella #163 210 S. Flamingo Road Pembroke Pines FL 33027		CONTACT NAME: NELSON PORTILLO PHONE (A/C, No, Ext): (954) 704-1717 FAX (A/C, No): (954) 704-1856 E-MAIL ADDRESS: Agency163@estrellainsurance.com	
INSURED DOCUMAX LLC		INSURER(S) AFFORDING COVERAGE INSURER A: APPALACHIAN UNDERWRITERS, INC. INSURER B: PROGRESSIVE COMMERCIAL AUTO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10193	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NXTX377TVL-00-GL	07/05/2023	07/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 15,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			971394272	07/10/2023	07/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 10,000 BODILY INJURY (Per accident) \$ 20,000 PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	N9WC992706	07/10/2023	07/10/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Jupiter
IS LISTED AS AN ADDITION INSURED.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter 210 Military Trail JUPITER FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MARIBEL LOPEZ YABOR
---	--

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

2640 Hollywood Blvd
Suite 123
Hollywood, FL 33020

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



TOWN OF JUPITER BID TABULATION

CALL TO ORDER: 2:00PM

BID Title: Professional Services for Scanning and Digitizing Files

BID #: PZ 2023-03

OPENING DATE AND TIME: 10/13/2023 2:00PM

LOCATION: Town of Jupiter Council Chambers

IN ATTENDANCE: Gretchen Carr, Thatcher Hart, Garret Watson

<u>VENDOR</u>	<u># OF COPIES</u>	<u># OF ELECTRONIC COPIES</u>	<u>Total Bid Price</u>
Innovative Document Solutions	one 1-Hood + 1-entire	one	\$31,800.00
Advanced Data Solutions	None	one	Invalid
Property Insight LLC	one	one	\$28,620.00
DocuMax	one	one	\$28,230.00

Apparent low bidder: DocuMax

Bid Closing time: 2:05 PM

TOWN OF JUPITER

Resolution 40-24, for the Authorization Notice of Establishment of the Quiet Zone to the Federal Railroad Administration.



DATE	March 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 40-24 for the Authorization of Notice of Establishment to Federal Railroad Administration for Quiet Zone Establishment.

EXECUTIVE SUMMARY

Town staff is providing Resolution 40-24 for consideration by Town Council for authorization to submit the Notice of Establishment to the Federal Railroad Administration (FRA) for Quiet Zone Establishment. To establish a 24-hour quiet zone along the 4.72-mile Florida East Coast (FEC) railroad corridor within the Town's jurisdiction, the Town must provide its request for Notice of Quiet Zone Establishment to the FRA, the State, and the County public agencies responsible for highway and grade crossing safety and the railroad operating agency. The proposed quiet zone eliminates the requirement for the routine train horns and reduces the impact of train horn noise to enhance the quality of life for residents, while maintaining the railroad crossing safety along the corridor.

It is important to note that while establishment of a quiet zone eliminates the requirement for routine train horns, train conductors have the authority to utilize the train horn if it is necessary.

To maintain the railroad crossing and highway safety, the Supplemental Safety Measures (SSMs) are required to reduce the average Quiet Zone Risk Index (QZRI) to a level below the Risk Index with Horn (RIWH) or the National Significant Risk Threshold (NSRT). The required SSMs were installed at four out of the six grade crossings within the Town, including Indiantown Road, Toney Penna Drive, Frederick Small Road, and Donald Ross Road. These SSMs include four quadrant gates which enable the proposed quiet zone to be considered qualified based on the FRA Train Horn Rule §222.39(a)(3) (Code of Federal Regulations, Title 49).

The Notice of Intent to establish quiet zones was sent to all public agencies listed above, as well as the FEC, via certified mail in January 2022. Since all agencies have either agreed or did not have comments that need to be addressed, Town Staff is providing the Notice of Quiet Zone Establishment as the next required action in the process.

Town staff has completed the Notice of Quiet Zone Establishment letter template and the Quiet Zone Designation Information, which can be submitted as early as two weeks after this Town Council meeting if approved. Town Council may also decide to direct staff to delay or modify this approach.

After the issuance of the Notice of Establishment letter, Town staff will collaborate with the FRA, State, and County staff to proceed with all signage changes and installations to meet the latest

approved Manual on Uniform Traffic Control Devices requirements for establishing a quiet zone. It should be noted, the signage will be covered until the quiet zone is implemented. Upon completion of FRA's inspections, the signage will be uncovered for the official quiet zone implementation. It should be noted that if the various regulatory agencies require relocation of signage, the Town will need to obtain a permit for the sign changes and purchase additional materials.

ANALYSIS

Town staff has reviewed the six crossing locations' SSMs in order to calculate the QZRI and has determined the QZRI is less than the RIWH or the NSRT. Town staff is providing Resolution 40-24 for consideration by Town Council for approval of the Notice of Quiet Zone Establishment letter template and the Quiet Zone Designation Information. In the event the Town Council approves Resolution 40-24, the Mayor will be authorized to execute the Quiet Zone Designation Information on its behalf and the Town staff will submit the notice of establishment package upon its execution, unless Town staff is told to delay the submission by the Town Council.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. Resolution No. 40-24
2. Notice of Establishment (NOE) Letter
3. Quiet Zone Designation Information

FUNDING SOURCE

*Funding is not necessary for this request

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us and/or 561-741-2467.

RESOLUTION NO.40-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, FOR THE AUTHORIZATION OF THE NOTICE OF ESTABLISHMENT FOR THE QUIET ZONE TO THE FEDERAL RAILROAD ADMINISTRATION

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Florida East Coast Railway and Brightline have completed installing a second track throughout Jupiter in order to accommodate future freight growth and passenger-rail service; and

WHEREAS, the Town has supported and advocated for a railway quiet zone and is committed to providing its residents a uniquely Jupiter and small town feel; and

WHEREAS, the Town is committed to collaborating with the Palm Beach Transportation Planning Agency, Brightline, and Florida East Coast Railway to finalize the application for quiet zone designation in Jupiter; and

WHEREAS, the Town is committed to improving the quality of life, mobility, and public safety for all modes of transportation on highways, railway corridor, and the quiet zones along railway corridor; and

WHEREAS, the Town is committed to adopting a safe system approach for trains, vehicles, bicycles, and pedestrians in addition to viewing highway/railway safety equally for all modes of transportation users in order to support Vision Zero action plans; and

WHEREAS, the Town Council has determined the Town shall authorize the notice of establishment for the quiet zone in Jupiter and Town staff shall submit the notice of establishment upon its execution, unless the Town staff is told to delay the submission by the Town Council.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Council hereby authorizes the Mayor to execute the Quiet Zone Designation Information Form and Town staff shall submit the notice of establishment package upon its execution, unless Town staff is told to delay the submission by the Town Council.

Section 3. This Resolution shall take effect immediately upon its execution.

April 2, 2024

Mr. Karl Alexy
Associate Administrator, FRA Office of Railroad Safety
Federal Railway Administration
United States Department of Transportation
1200 New Jersey Ave SE
Washington DC 20590

Subject: Notice of Establishment to Establish a New Quiet Zone within Town of Jupiter

Dear Mr. Alexy,

To improve the quality of life of residents in the Town of Jupiter, the Town has taken steps to improve public safety at highway-rail grade crossings and along the railway corridor. Therefore, the Town is requesting approval of a 24-hour quiet zone along the 4.72-mile Florida East Coast Railway (FEC) corridor within the Town's jurisdiction. The Town submitted the Notice of Intent (NOI) letter to the State and County public agencies and railroad operating agencies responsible for highway and railroad grade crossing safety on January 11, 2023. We have received agreements or no comments from all agencies.

Whereas this Notice of Quiet Zone Establishment pertains to a New Quiet Zone with Supplemental Safety Measures (SSMs) implemented at some crossings in the New Quiet Zone to bring the QZRI to a level at or below the RIWH, the basis for establishing this Quiet Zone shall be Section §222.39(a)(3) under the FRA Train Horn Rule (Code of Federal Regulations, Title 49 issued on August 17, 2006). The specifics, as required by the Train Horn Rule, are provided as follows:

(i) The list of all public highway and railroad crossings:

Crossing Road	Grade Crossing Inventory No.	Supplementary Safety Measures (SSM)
E. Riverside Dr.	272375M	None
W. Center St.	272376U	None
W. Indiantown Rd.	272377B	Four quadrant gate
Toney Penna Dr.	272378H	Four quadrant gate
Frederick Small Rd.	273020P	Four quadrant gate
Donald Ross Rd.	272379P	Four quadrant gate

- (ii) The Quiet Zone designation information; (see Attachment I)
- (iii) The conditions and risk index calculations existing at the crossing before any new SSMs or ASMs were implemented; (see Attachment II)
- (iv) The conditions and risk index calculations existing at the crossing after new SSMs or ASMs were implemented; (see Attachment III)
- (v) The following parties will be notified with certified mail:

- (1) Karl Alexy, Associate Administrator, FRA Office of Railroad Safety, U.S. DOT
1200 New Jersey Ave SE, Washington DC 20590
 - (2) Holly Cohen, Freight & Rail Planning Administrator, FDOT Freight and Rail Office
605 Suwannee St., MS 25, Tallahassee, FL 32399-0450
 - (3) Bob Ledoux, Senior Vice President, Florida East Coast (FEC) Railway
7150 Philips Highway, Jacksonville, FL 32256
 - (4) Cynthia Bergmann, General Counsel, Brightline
350 NW 1st Avenue, Suite 200, Miami, FL 33128
 - (5) David Ricks, County Engineer, Engineering & Public Works Department, Palm Beach County
PO Box 21229, West Palm Beach, FL 33416-1229
- (vi) The staff responsible for monitoring compliance with the requirements of maintaining quiet zone are listed as follows:
- | | |
|---|---|
| Chang-Jen Lan, Ph.D., P.E. | Thomas Hernandez, P.E. |
| Traffic Engineer | Director of Engineering and Public Works |
| Tel: 561-741-2538 | Tel: 561-741-2680 |
| Email: cjl@jupiter.fl.us | Email: ThomasH@jupiter.fl.us |
- (vii) The inventory form for each crossing location will be submitted under separate correspondence.

As the Mayor of the Town of Jupiter, I attest and certify that responsible staff of the Town have reviewed the relevant documentation, examined, and witnessed the improvements articulated by this documentation. I do also concur that this Quiet Zone should be established with the full support of the Town of Jupiter.

Sincerely,

Jim Kuretski
Mayor

Email Copies:
Members of the Town Council



Federal Railroad Administration

Quiet Zone Designation Information

Name Chang-Jen Lan	Job Title Traffic Engineer	Organization Town of Jupiter	
Address 210 Military Trail	City Jupiter	State FL	Zip Code 33458
Phone 561-741-2538	Fax	Email cjl@jupiter.fl.us	

272375M E RIVERSIDE DR	Proposed Warning Device Gates	Estimated Cost 0.00	Wayside Horn No	Risk Index 78,359.55
Crossing Type Public	SSM None		Pre-Existing SSM None	

272376U W CENTER ST	Proposed Warning Device Gates	Estimated Cost 0.00	Wayside Horn No	Risk Index 94,092.66
Crossing Type Public	SSM None		Pre-Existing SSM None	

272377B W INDIANTOWN RD	Proposed Warning Device Gates	Estimated Cost 100,000.00	Wayside Horn No	Risk Index 21,568.43
Crossing Type Public	SSM Four-Quadrant Gates Upgrade from Two-Quadrant gates, No Vehicle Presence Detection		Pre-Existing SSM None	

272378H TONEY PENNA DR	Proposed Warning Device Gates	Estimated Cost 100,000.00	Wayside Horn No	Risk Index 20,144.98
Crossing Type Public	SSM Four-Quadrant Gates Upgrade from Two-Quadrant gates, No Vehicle Presence Detection		Pre-Existing SSM None	

272379P DONALD ROSS RD	Proposed Warning Device Gates	Estimated Cost 100,000.00	Wayside Horn No	Risk Index 28,514.62
Crossing Type Public	SSM Four-Quadrant Gates Upgrade from Two-Quadrant gates, No Vehicle Presence Detection	Pre-Existing SSM None		

273020P FREDERICK SMALL RD	Proposed Warning Device Gates	Estimated Cost 100,000.00	Wayside Horn No	Risk Index 17,491.60
Crossing Type Public	SSM Four-Quadrant Gates Upgrade from Two-Quadrant gates, No Vehicle Presence Detection	Pre-Existing SSM None		

Note: If zone is a partial new quiet zone, gates are not required if the crossing is to be closed during partial quiet zone period, permanently closed, or grade separated.

Zone ID : 61872			Scenario ID : 69953	
Date : 3/7/2024 11:55:05 AM				
Railroad FEC	Pre Rule? NO	Partial? NO	Time of Partial Quiet Zone	Total Traffic 126,025
Estimated Total Cost \$400,000.00	Nationwide Significant Risk Threshold 15488		Risk Index with Horns 57,602.89	Quiet Zone Risk Index 43,361.97

Basis for Establishment or Continuation of Quiet Zone

This quiet zone is being established in compliance with the following (check one)

- ☐ § 222.39(a)(1), implementation of SSMs at every public crossing in the New Quiet Zone or New Partial Quiet Zone;
- ☐ § 222.39(a)(2)(i), the QZRI is at or below the NSRT without installation of any SSMs at the New Quiet Zone or New Partial Quiet Zone;
- ☐ § 222.39(a)(2)(ii), SSMs were implemented at some crossings in the New Quiet Zone or New Partial Quiet Zone to bring the QZRI to a level at or below the NSRT;
- ☒ § 222.39(a)(3), SSMs were implemented at some crossings in the New Quiet Zone or New Partial Quiet Zone to bring the QZRI to a level at or below the RIWH; or
- ☐ § 222.39(b), public authority application to the FRA for a New Quiet Zone or New Partial Quiet Zone.
- ☐ § 222.41(a)(1)(i) Pre-Rule Quiet Zones that qualify for automatic approval because every crossing is equipped with an SSM,
- ☐ § 222.41(a)(1)(ii) Pre-Rule Quiet Zones that qualify for automatic approval because $QZRI \leq NSRT$,
- ☐ § 222.41(a)(1)(iii) Pre-Rule Quiet Zones that qualify for automatic approval because $NSRT < QZRI < 2 * NSRT$, and there have been no relevant collisions within the 5 years preceding April 27, 2005
- ☐ § 222.41(a)(1)(iv) Pre-Rule Quiet Zones that qualify for automatic approval because $NSRT < RIWH$.
- ☐ § 222.41(b)(1)(i) Pre-Rule Partial Quiet Zones that qualify for automatic approval because every crossing is equipped with an SSM,
- ☐ § 222.41(b)(1)(ii) Pre-Rule Partial Quiet Zones that qualify for automatic approval because $QZRI \leq NSRT$,
- ☐ § 222.41(b)(1)(iii) Pre-Rule Partial Quiet Zones that qualify for automatic approval because $NSRT < QZRI < 2 * NSRT$, and there have been no relevant collisions within the 5 years preceding April 27, 2005.
- ☐ § 222.41(b)(1)(iv) Pre-Rule Partial Quiet Zones that qualify for automatic approval because $NSRT < RIWH$.
- ☐ § 222.41(c) Pre-Rule Quiet Zones and Pre-Rule Partial Quiet Zones that do not qualify for automatic approval

☐ § 222.41(d) Pre-Rule Partial Quiet Zones that will be converted to 24-hour New Quiet Zones

☐ § 222.42(a) Intermediate Quiet Zones or Intermediate Partial Quiet Zones

☐ § 222.42(b) Intermediate Partial Quiet Zones that will be converted to 24-hour New Quiet Zones.

Applicant Signature _____

Date _____

Chief Executive Officer Statement.

I hereby certify that the information submitted in this notification is accurate and complete to the best of my knowledge and belief.

Signature _____

Date _____

Note: A copy of this report along with other required contents (see § 222.43(e)(2)) must be sent to all of the parties required in § 222.43(a)(4). FRA's notification should be mailed to:

Associate Administrator for Safety
Federal Railroad Administration 1200
New Jersey Avenue, SE, MS-25
Washington, DC 20590

**Quiet Zone Designation Information****Public At-grade Open Crossing Information**

Crossing:	272375M	Urban(U)/Rural(R):	U.Collector
Warning Device:	Gates	Highway Paved:	yes
aadt:	11800	Maximum Timetable Speed :	60
Total Trains:	52	Highway Lanes:	4
Day Through Trains:	34	No. of Accident Data Years:	5
Main Tracks:	2	No. of Accidents:	0
Other Tracks:	1	Total Switching Trains:	2
Crossing:	272376U	Urban(U)/Rural(R):	U.Collector
Warning Device:	Gates	Highway Paved:	yes
aadt:	18205	Maximum Timetable Speed :	60
Total Trains:	52	Highway Lanes:	5
Day Through Trains:	34	No. of Accident Data Years:	5
Main Tracks:	2	No. of Accidents:	0
Other Tracks:	0	Total Switching Trains:	2
Crossing:	272377B	Urban(U)/Rural(R):	U.Prin. Arterial
Warning Device:	Gates	Highway Paved:	yes
aadt:	41000	Maximum Timetable Speed :	60
Total Trains:	52	Highway Lanes:	8
Day Through Trains:	34	No. of Accident Data Years:	5
Main Tracks:	2	No. of Accidents:	0
Other Tracks:	0	Total Switching Trains:	2

Crossing:	272378H	Urban(U)/Rural(R):	U.Collector
Warning Device:	Gates	Highway Paved:	yes
aadt:	10100	Maximum Timetable Speed :	110
Total Trains:	52	Highway Lanes:	5
Day Through Trains:	34	No. of Accident Data Years:	5
Main Tracks:	2	No. of Accidents:	0
Other Tracks:	0	Total Switching Trains:	2
Crossing:	272379P	Urban(U)/Rural(R):	U.Minor Arterial
Warning Device:	Gates	Highway Paved:	yes
aadt:	34400	Maximum Timetable Speed :	110
Total Trains:	52	Highway Lanes:	9
Day Through Trains:	34	No. of Accident Data Years:	5
Main Tracks:	2	No. of Accidents:	0
Other Tracks:	0	Total Switching Trains:	2
Crossing:	273020P	Urban(U)/Rural(R):	U.Collector
Warning Device:	Gates	Highway Paved:	yes
aadt:	10520	Maximum Timetable Speed :	110
Total Trains:	52	Highway Lanes:	3
Day Through Trains:	34	No. of Accident Data Years:	5
Main Tracks:	2	No. of Accidents:	0
Other Tracks:	0	Total Switching Trains:	2

Attachment II. The calculated quiet zone risk index at the crossings without safety measures

Crossing	Street	Traffic	Warning Device	Pre-SSM	SSM	Risk	
272375M	E RIVERSIDE DR	11800	Gates	0	0	78,359.55	MODIFY
272376U	W CENTER ST	18205	Gates	0	0	94,092.66	MODIFY
272377B	W INDIANTOWN RD	41000	Gates	0	0	119,824.59	MODIFY
272378H	TONEY PENNA DR	10100	Gates	0	0	111,916.57	MODIFY
272379P	DONALD ROSS RD	34400	Gates	0	0	158,414.53	MODIFY
273020P	FREDERICK SMALL RD	10520	Gates	0	0	97,175.56	MODIFY

* Only Public At Grade Crossings are listed.

[Click](#) for [Supplementary Safety Measures \[SSM\]](#)

[Click](#) for ASM spreadsheet: **ASM** * Note: The use of ASMs requires an application to and approval from the FRA.

Summary	
Proposed Quiet Zone:	JUPITER QZ
Type:	New 24-hour QZ
Scenario:	JUPITER QZ_69953
Estimated Total Cost:	\$0.00
Nationwide Significant Risk Threshold:	15488 .00
Risk Index with Horns:	57602.89
Quiet Zone Risk Index:	109963.91

Attachemtn III. The calculated quiet zone risk index at the crossings with supplementary safety measures

Crossing	Street	Traffic	Warning Device	Pre-SSM	SSM	Risk	
272375M	E RIVERSIDE DR	11800	Gates	0	0	78,359.55	MODIFY
272376U	W CENTER ST	18205	Gates	0	0	94,092.66	MODIFY
272377B	W INDIANTOWN RD	41000	Gates	0	4	21,568.43	MODIFY
272378H	TONEY PENNA DR	10100	Gates	0	4	20,144.98	MODIFY
272379P	DONALD ROSS RD	34400	Gates	0	4	28,514.62	MODIFY
273020P	FREDERICK SMALL RD	10520	Gates	0	4	17,491.60	MODIFY

* Only Public At Grade Crossings are listed.

ALERT: Quiet Zone qualifies because QZRI is less than Risk Index with Horns.

[Click](#) for [Supplementary Safety Measures \[SSM\]](#)

[Click](#) for ASM spreadsheet: [ASM](#) * Note: The use of ASMs requires an application to and approval from the FRA.

Summary	
Proposed Quiet Zone:	JUPITER QZ
Type:	New 24-hour QZ
Scenario:	JUPITER QZ_69953
Estimated Total Cost:	\$400,000.00
Nationwide Significant Risk Threshold:	15488 .00
Risk Index with Horns:	57602.89
Quiet Zone Risk Index:	43361.97
Select	